

**U.S. District Court
SOUTHERN DISTRICT OF TEXAS (Houston)
CIVIL DOCKET FOR CASE #: 4:16-cv-01969
Internal Use Only**

Ewt vku'gv'cri'x0Mwp| /Ht ggf "gv'cn
Cuuki pgf "vq'Lvfi g'Crit gf "J 'Dgppgw
Ecwug<3: <3; 86'Tcengvggtkpi "TKEQ+Cev

F cvg'Hkrf <2912714238
Lwt { 'F go cpf <P qpg
P cwtg'qh'Uwk<692'Tcengvggt IEqttw v
Qti cplk cvkqp
Lwtkuf kvkqp<Hgf gtcriS wgvkqp

Rrc lpvth

Ecpf ceg'Nqwkug'Ewt vku

tgr tgugpvgf "d{ **Ecpf ceg'Nqwkug'Ewt vku**
43: 'Ncpf cpc'Utggv
Co gtlecp'Ecp{qp.'EC"; 6725
; 47/97; /; 242
Go ckn'qeev'vkuB udei nqdcfpgv
RTQ'UG

Rrc lpvth

TkniY c{ pg'O wpuqp

tgr tgugpvgf "d{ **TkniY c{ pg'O wpuqp**
43: 'Ncpf cpc'Utggv
Co gtlecp'Ecp{qp.'EC"; 6725
; 47/56; /; 56:
Go ckn'dmqy kvqwi j B cvkpgv
RTQ'UG

X0

Fghpf cpv

Ecpf ceg'Mwp| /Ht ggf

tgr tgugpvgf "d{ **Eqt { 'U'T ggf**
Vj qo r uqp'Eqg'Eqwkpu'Kqpu
Qpg'Tkxgty c{
Uwkxg"3822
J qwvqp."VZ'99278
935/625/: 435
Go ckn'etggf B vj qo r uqpeqgEqo
ATTORNEY TO BE NOTICED

Fghpf cpv

Cnltgt v'Xcegm'Lt0

tgr tgugpvgf "d{ **Eqt { 'U'T ggf**
*Ugg"cdqxg'hqt'cf f tguu+
ATTORNEY TO BE NOTICED

Fghpf cpv

Dgt pctf 'N{ ng'O cvj gy u'KK

tgr tgugpvgf "d{ **Dgt pctf 'Nkug'O cvj gy u'"KK**
I tggp'cpf 'O cvj gy u'NNR

36772"Vqttg{ 'Ej cug'Drxf
Uwkg"467
J qwuxqp."VZ"99236
4: 3/7: 2/: 322
Hcz<4: 3/7: 2/: 326
Go ckn'vzmy {gtB i o ckl@qo
ATTORNEY TO BE NOTICED

Fghpf cpy

PgcnUrkgm cp

tgr tgugpvgf "d{ **O ct vlp'Uco wgnUej gzpc{ f gt**
Y kpi gv."Ur cf chqtc"("Uej y ctv dgti "NNR
Vy q'Tkxgty c{
Uwkg"947
J qwuxqp."VZ"99278
935/565/; 422
Hcz<935/565/; 423
Go ckn'uej gzpc{ f gt@ B y uumr @qo
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Fghpf cpy

Dt cf rg{ 'Hgc vj gt usqp

tgr tgugpvgf "d{ **Cf tcqp'F grLqj p'I tggpg**
I cmqy c{ 'Lqj puqp"Vqo r nkpu"Dwt" 'Cpf "Uo kj
3523'O eMkppg{ "Uv
Ug"3622
J qwuxqp."VZ"99232
935/7; ; /2922
Hcz<935/7; ; /2999
Go ckn'ci tggpgB i cmqy c{ rxy hko @qo
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Ugrj gp'C'O gpf gn
Vj g'O gpf grNcy "Hko ."NCR0
3377'F ckt{ 'Cuj hqtf
Uv"326
J qwuxqp."VZ"9929;
4: 3/97; /5435
Hcz<4: 3/97; /5436
Go ckn'tvngxgB o gpf gmy hko @qo
TERMINATED: 10/31/2016
LEAD ATTORNEY

F cxf 'Ej tkvqrj gt 'F gku
I cmqy c{ . 'Lqj puqp."Vqo r nkpu."Dwt"("Uo kv
3523'O eMkppg{
Uwkg"3622
J qwuxqp."VZ"99232
935/7; ; /2922
Hcz<935/7; ; /2999
Go ckn'f cxf (f gkuB rgy kudtkudqk@qo
ATTORNEY TO BE NOTICED

Fghpf cpy

Uvgr j gp'C00 gpf gn

tgr tgugpvf "d{ **Cf tcqp'F grLqj p'I tggpg**
*Ugg"cdqyg'hqt'cf f tguu+
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Uvgr j gp'C'O gpf gn
*Ugg"cdqyg'hqt'cf f tguu+
TERMINATED: 10/31/2016
LEAD ATTORNEY

F cxlf 'Ej t kwr j gt 'F gku
*Ugg"cdqyg'hqt'cf f tguu+
ATTORNEY TO BE NOTICED

Fghpf cpy

F ctmgp' Rc{ pg'Uo kj

tgr tgugpvf "d{ **Dett{ 'Cdtco u**
DrcpmTqo g'NNR
939"Vgzcu'Cxgpwg
Uwkg"3622
J qwvqp."VZ '99224
935/44: /8823
Hcz<935/44: /8827
Go ckn'dedtco uB DrcpmTqo g@qo
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Fghpf cpy

Lcuqp'Qwt qo

tgr tgugpvf "d{ **Lcuqp'D'Qwt qo**
Cwqtpg{ 'cv'Ney
8585"Y qqfy c{
Ug"522
J qwvqp."VZ '99279
935/: 85/: : ; 3
Go ckn'lcuqpB qwtqo o qttk@qo
ATTORNEY TO BE NOTICED

Fghpf cpy

I tgi qt{ 'Nuwgt

tgr tgugpvf "d{ **Uve{ 'N'Mgm**
Vgtt{ 'Dt{ cpv'RNNE
: 7: 6"Mcvt "Htgy c{
Ug"322
J qwvqp."VZ '99246
935/; 95/: : : :
Hcz<935/; 95/33: :
Go ckn'ungm{ B vgtt{ dt{ cpv@qo
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Fghpf cpy

F ghgpf cpy

F qgu'3/;

F cvg'Hkrf	%	F qengv'Vgzv
29 127 14238	<u>3*' 0 8+</u>	E Q O R N C R P V'ci ckuv' CniF ghgpf cpw*'Hkrpi 'hgg'&622+'Hkrf 'd{ 'Tlem Y c{pg'O wpuqp.'Ecpf ceg'Nqwkug'E wtku'0'Cwej o gpw<%'3*' 0 8+ Ekxkl'E qxgt'Uj ggv.'%4*' 0 4+'E qxgt'Ngwgt+'tqucrf cpc.'6+'*O clp F qewo gpv'3'tgr mceg'qp'9 19 14238+'*tqucrf cpc.'6-0*'Gpvtgf < 29 127 14238+
29 127 14238	<u>4*' 0 4+</u>	Rrcp'wh'Ecpf ceg'Nqwkug'E wtku)'O QVQ P'hqt'Rgto kuukp'hqt Grgextqple'Ecug'Hkrpi 'd{ 'Ecpf ceg'Nqwkug'E wtku.'Hkrf 0O qvkgp F qengv'F cvg'9 148 142380'Cwej o gpw<%'3*' 0 8+'Rtqr qugf Qtf gt+'tqucrf cpc.'6+'*Gpvtgf <29 127 14238+
29 127 14238		Kpkkn'Hkrpi 'hgg-&622'tg<3*' 0 8+'E qo r rclpv'tgegr v'pwo dgt J QW286223.'Hkrf 0*'j cplcdrg.'6+'*Gpvtgf <29 127 14238+
29 128 14238	<u>5*' 0 6+</u>	QTF GT'hqt'Kpkkn'Rtgvkcn'cpf'Uej gf wkp'i 'Eqphgtgpeg'cpf'Qtf gt'vq F kuenug'Kpvtgugf'Rgtuqup'0'Kpkkn'E qphgtgpeg'ugv'hqt'32 14: 14238'cv 2; <22'CO 'kp'E qwtqqo '. D'dghqtg'Lwf i g'Crhtgf'J 'Dgppgw'Uki pgf d{ 'Lwf i g'Crhtgf'J 'Dgppgw'Rctvku'pq'whgf 0'entwu.'6+'*Gpvtgf < 29 128 14238+
29 142 14238	<u>8*' 0 : +'</u>	EGT V K H E C V G'QH'R P VGT GUVGF'RCT V K G U'd{ 'Rrcp'whu. Hkrf 0'vcdctgu.'3+'*Gpvtgf <29 144 14238+
29 144 14238	<u>6*' 0 8+</u>	Y C K X G T'QH'UGT X K E G'T gwtpgf 'Gzgewgf 'cu'vq'Ecpf ceg Mwp /Hggf'ugtxgf'qp'9 1; 14238.'cpuy gt'f wg'; 19 14238.'Hkrf 0'Tggf. Eqt{+'*Gpvtgf <29 144 14238+
29 144 14238	<u>7*' 0 9+</u>	Y C K X G T'QH'UGT X K E G'T gwtpgf 'Gzgewgf 'cu'vq'Crndgtv'XcegM'lt ugtxgf'qp'9 14 14238.'cpuy gt'f wg'; 14 14238.'Hkrf 0'Tggf.'Eqt{+'*Gpvtgf <29 144 14238+
29 147 14238	<u>9*' 0 2+</u>	O cki'T gwtpgf 'Wpf grkxgtcdrg'cu'vq'Ecpf ceg'Nqwkug'E wtku'tg<5*' 0 6+ Qtf gt'hqt'Kpkkn'E qphgtgpeg'/'HQTO..'Hkrf 0*'mqr gl.'9+'*Gpvtgf < 29 14: 14238+
29 14: 14238		*Eqwtv'qpn +'F qewo gpw'Ugpv'd{ 'tgi wrt'o cki'vq'Ecpf ceg'Nqwkug E wtku'tg<5*' 0 6+Qtf gt'hqt'Kpkkn'E qphgtgpeg'/'HQTO..'Hkrf 0 *mqr gl.'9+'*Gpvtgf <29 14: 14238+
2: 127 14238	<u>:*' 0 5+</u>	Y C K X G T'QH'UGT X K E G'T gwtpgf 'Gzgewgf 'cu'vq'Ej tkukpg'Tkf r g Dwwu'ugtxgf'qp'9 1; 14238.'cpuy gt'f wg'; 19 14238.'Hkrf 0'f pqtkgi c.'3+ *Gpvtgf <2: 12: 14238+
2: 127 14238	<u>32*' 0 6+</u>	Y C K X G T'QH'UGT X K E G'T gwtpgf 'Gzgewgf 'cu'vq'Erntkpf c'E qo uqem ugtxgf'qp'9 1; 14238.'cpuy gt'f wg'; 19 14238.'Hkrf 0'f pqtkgi c.'3+ *Gpvtgf <2: 12: 14238+

2: 12: 14238	: "1 Q 4+"	Y C K G T " Q H U G T X K E G " T g w t p g f " G z g e w g f " c u " v q " L c u q p " Q u t q o u g t x g f " q p " 9 1 ; 1 4 2 3 8 . " c p u y g t " f w g " ; 1 9 1 4 2 3 8 . " h k r g f 0 " Q u t q o . " L c u q p + * G p v g t g f < 2 : 1 2 : 1 4 2 3 8 +
2: 13: 14238	33 "1 Q 7+"	Y C K G T " Q H U G T X K E G " T g w t p g f " G z g e w g f " c u " v q " D q d d k g " D c { r g u u u g t x g f " q p " : 1 4 2 3 8 . " c p u y g t " f w g " 3 2 1 5 1 4 2 3 8 . " h k r g f 0 " f p q t k g i c . " 3 + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238	34 "1 Q 8+"	P Q V K E G " q h " T g r v g f " E c u g " d { " T l e m i " Y c { p g " O w p u q p . " h k r g f 0 " f p q t k g i c . 3 + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238	35 "1 Q ; +"	O Q V I Q P " h q t " R g t o k u k a p " h q t " G r g e v t q p l e " E c u g " H k r p i " d { " E c p f c e g N q w k u g " E w t k u . " T l e m i " Y c { p g " O w p u q p . " h k r g f 0 0 q v k a p " F q e n g v " F c v g : 1 5 3 1 4 2 3 8 0 * C w e j o g p w < % 3 " 1 8 8 + " R t q r q u g f " Q t f g t + f p q t k g i c . " 3 + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238	36 "1 826+"	Q T F G T " i t e p v k p i " 3 5 " 1 Q ; + " O Q V I Q P " R g t o k u k a p " h q t " G r g e v t q p l e " E c u g H k r p i " * U k i p g f " d { " L w f i g " C h t g f " J " D g p p g w + " R c t v k u " p q v h k g f 0 " q i k p f q t . 6 + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238	37 "1 827+"	T g s w g u " h q t " K u w c p e g " q h " U w o o q p u " c u " v q " V q p k " D l c o q p v g . " C o { " D t w p u k p i . " C p k c " D t w p u k p i . " D t c f r g { " H g c v j g t u v q p . " I t g i q t { " N g u v g t . D g t p c t f " N { r g " O c w j g y u . " K K K " U v g r j g p " C 0 0 g p f g n " F c t r g p g " R c { p g " U o k j . " P g e n " U r l g n c p . " L k m i " Y k r i c t f " l q w p i . " h k r g f 0 " O w p u q p . " T k m + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238		U w o o q p u " K u w g f " c u " v q " V q p k " D l c o q p v g . " C o { " D t w p u k p i . " C p k c " D t w p u k p i . " D t c f r g { " H g c v j g t u v q p . " I t g i q t { " N g u v g t . " D g t p c t f " N { r g " O c w j g y u . " K K K " U v g r j g p " C 0 0 g p f g n " F c t r g p g " R c { p g " U o k j . " P g e n " U r l g n c p . " L k m i " Y k r i c t f " l q w p i " O " K u w g f " u w o o q p u " t g w t p g f " v q " r n e k p k h h d { < " H k u v e r c u u " o c k n " h k r g f 0 " j r g t . " 6 + * G p v g t g f < 2 : 1 3 1 4 2 3 8 +
2: 13: 14238		* E q w t v q p n { + , , , O q v k a p * u + v g t o k p c v g f < 4 " 1 Q 4 + " O Q V I Q P " h q t R g t o k u k a p " h q t " G r g e v t q p l e " E c u g " H k r p i 0 " i g f y c t f u . " 6 + * G p v g t g f < 2 : 1 3 : 1 4 2 3 8 +
2: 14: 14238	38 "1 847+"	H k u v " E G T V K H K E C V G " Q H I P V G T G U V G F " R C T V K G U " d { " L c u q p " Q u t q o . h k r g f 0 " Q u t q o . " L c u q p + * G p v g t g f < 2 : 1 4 1 4 2 3 8 +
2: 15: 14238	39 "1 84 : +"	Y C K G T " Q H U G T X K E G " T g w t p g f " G z g e w g f " c u " v q " V q p k " D l c o q p v g u g t x g f " q p " : 1 3 8 1 4 2 3 8 . " c p u y g t " f w g " 3 2 1 3 9 1 4 2 3 8 . " h k r g f 0 " u a k x c . " 9 + * G p v g t g f < 2 : 1 5 3 1 4 2 3 8 +
2; 12: 14238	3 : "1 84 : +"	W p q r r q u g f " O Q V I Q P " h q t " G z v p u k a p " q h " V k o g " H k r g " T g u r q p u k x g R r g c f k p i " d { " L c u q p " Q u t q o . " h k r g f 0 0 q v k a p " F q e n g v " F c v g " ; 1 4 5 1 4 2 3 8 0 * C w e j o g p w < % 3 " 1 8 8 + " R t q r q u g f " Q t f g t + " Q u t q o . " L c u q p + * G p v g t g f < 2 ; 1 2 4 1 4 2 3 8 +
2; 12: 14238	3 : "1 855+"	O Q V I Q P " V Q " F K U O K U " H Q T " H C K N W T G " V Q " U V C V G " C " E N C K O " d { " E c p f c e g " M w p l / H i g g f . " C r n d g t v " X c e g m " L t . " h k r g f 0 0 q v k a p " F q e n g v " F c v g ; 1 4 : 1 4 2 3 8 0 * T g g f . " E q t { + * G p v g t g f < 2 ; 1 2 9 1 4 2 3 8 +
2; 12: 14238	42 "1 875+"	O Q V I Q P " v q " F k u o k u " F o r L a c k o f S u b j e c t M a t t e r J u r i s d i c t i o n " d { " E c p f c e g " M w p l / H i g g f . " C r n d g t v " X c e g m " L t . " h k r g f 0 0 q v k a p " F q e n g v " F c v g ; 1 4 : 1 4 2 3 8 0 * T g g f . " E q t { + * G p v g t g f < 2 ; 1 2 9 1 4 2 3 8 +
2; 12: 14238	43 "1 889+"	

		EGTVKHEC VG'QH'RP VGT GUVGF 'RCT VIGU'd { 'Dqddlg'Dc { rguu. hkrf 0'Dc { rguu. 'Dqddlg+'*Gpvtgf <2; 129 4238+
2; 129 4238	<u>44*'r 093+'</u>	EGTVKHEC VG'QH'RP VGT GUVGF 'RCT VIGU'd { 'Ecpf ceg Mwp /Htggf . 'Crdgtv'Xcegm'Lt. 'hkrf 0'Tggf . 'Eqt { +'*Gpvtgf < 2; 129 4238+
2; 129 4238	<u>45*'r 096+'</u>	O QVIQP "VQ'F KUO KU'HQT'HC KNWTG'VQ'UVC VG'C'ENCKO 'd { Dqddlg'Dc { rguu. 'hkrf 0O qvqp'F qengv'F cvg'; 4: 142380*Cwej o gpw<%3*'r 08+'Rtqr qugf 'Qtf gt+'*Dc { rguu. 'Dqddlg+'*Gpvtgf <2; 129 4238+
2; 12: 4238	<u>46*'r 08: 2+'</u>	QTF GT'i tcpvki '3: '*r 04: '+'Wpqr r qugf "O QVIQP 'hqt'Gz vgpukp'qh Vlo g'Hkr' T gur qpukg'Rngcf kpi 0T gur qpugu'f wg'd { '33 19 42380'Uki pgf d { 'Lwf i g'Chtgf 'J 'Dgppgw'Rctvku'pqvkhgf 0'qirpf qt. '6+'*Gpvtgf < 2; 12; 4238+
2; 134 4238	<u>4: '*r 0988+'</u>	O QVIQP 'hqt'Ceeguu'vq'Grgextqple'Hkrkpi 'd { 'Cpkc'Dtwpukpi . 'hkrf 0 O qvqp'F qengv'F cvg'32 15 42380*Cwej o gpw<%3*'r 08+'Rtqr qugf Qtf gt+'o zr gtgl . '7+'*Gpvtgf <2; 13; 4238+
2; 134 4238	<u>4: '*r 0994+'</u>	EGTVKHEC VG'QH'RP VGT GUVGF 'RCT VIGU'd { 'Cpkc'Dtwpukpi . hkrf 0'qecucu. '9+'*Gpvtgf <2; 13; 4238+
2; 137 4238	<u>47*'r 08: 3+'</u>	O QVIQP "VQ'F KUO KU'HQT'HC KNWTG'VQ'UVC VG'C'ENCKO 'd { lkn'Y krictf 'l qwpi . 'hkrf 0O qvqp'F qengv'F cvg'32 18 42380 *Cwej o gpw<%3*'r 08+'Gzj kdk/C+'*Uej cghgt. 'Tchg+'*Gpvtgf < 2; 137 4238+
2; 137 4238	<u>48*'r 0424+'</u>	Uw r rgo gpwcn'O GO QTC P F W O <i>addendum</i> 'tg<3*'r 08+'Eqo r rckpv d { 'Ecpf ceg'Nqwkug'Ewtvku. 'hkrf 0*Cwej o gpw<%3*'r 08+'Gzj kdk.'%4 *r 0 4+'Gzj kdk.'%5*'r 0 6+'Gzj kdk.'%6*'r 0 8+'Gzj kdk.'%7*'r 0 9+ Gzj kdk.'%8*'r 0 : '+'Gzj kdk.'%9*'r 0 2+'Gzj kdk.'%: '*r 0 4+'Gzj kdk.'%: *r 0 5+'Gzj kdk.'%32*'r 0 6+'Gzj kdk.'%33*'r 0 7+'Gzj kdk.'%34*'r 0 8+ Gzj kdk.'%35*'r 0 : '+'Gzj kdk.'%36*'r 026+'Gzj kdk.'%37*'r 027+ Gzj kdk.'%38*'r 047+'Gzj kdk.'%39*'r 04: '+'Gzj kdk.'%3: '*r 04: + Gzj kdk.'%3: '*r 055+'Gzj kdk.'%42*'r 075+'Gzj kdk.'%43*'r 089+ Gzj kdk.'%44*'r 093+'Gzj kdk.'%45*'r 096+'Gzj kdk.'%46*'r 08: 2+ Gzj kdk.'%47*'r 08: 3+'Gzj kdk.'%48*'r 0424+'Gzj kdk.'%49*'r 0985+ Gzj kdk.'%4: '*r 0988+'Gzj kdk.'%4: '*r 0994+'Gzj kdk.'%52*'r 0998+ Gzj kdk.'%53*'r 09: 5+'Gzj kdk+'O wpuqp. 'Tkm+'*Gpvtgf <2; 137 4238+
2; 138 4238	<u>52*'r 0998+'</u>	O QVIQP "VQ'F KUO KU'HQT'HC KNWTG'VQ'UVC VG'C'ENCKO 'd { Cpkc'Dtwpukpi . 'hkrf 0O qvqp'F qengv'F cvg'32 19 42380*Cwej o gpw<%3*'r 08+'Rtqr qugf 'Qtf gt+'*tplgvq. '3+'*Gpvtgf <2; 144 4238+
2; 138 4238	<u>53*'r 09: 5+'</u>	O QVIQP 'hqt'Ceeguu'vq'Grgextqple'Hkrkpi 'd { 'Co { 'Dtwpukpi . 'hkrf 0 O qvqp'F qengv'F cvg'32 19 42380*Cwej o gpw<%3*'r 08+'Rtqr qugf Qtf gt+'*tplgvq. '3+'*Gpvtgf <2; 144 4238+
2; 138 4238	<u>54*'r 09: ; '+'</u>	EGTVKHEC VG'QH'RP VGT GUVGF 'RCT VIGU'd { 'Co { 'Dtwpukpi . hkrf 0*'tplgvq. '3+'*Gpvtgf <2; 145 4238+
2; 13: 4238	<u>49*'r 0985+'</u>	CHHF CXKV. 'hkrf 0O wpuqp. 'Tkm+'*Gpvtgf <2; 13: 4238+
2; 143 4238	<u>57*'r 044: 8+'</u>	O QVIQP "VQ'F KUO KU'HQT'HC KNWTG'VQ'UVC VG'C'ENCKO 'd { Co { 'Dtwpukpi . 'hkrf 0O qvqp'F qengv'F cvg'32 134 42380

		*Cwej o gpwu<%3%r B8+Rtqr qugf "Qtf gt+*cxrgcn"3+*Gpvtgf < 2; 14: 14238+
2; 14914238	<u>55%r B9; 5+</u>	TGURQP UG'lp"Qr r qukkqp"vq"42%r B75+O QVQKP "vq" F kuo kuu <i>For Lack of Subject Matter Jurisdiction.</i> "3: %r B55+O QVQKP "VQ F KUO KU'UHQ T'HC KNWTG"VQ"UVC VG'C"ENCIO ". 'hkrf "d{ "Tkm Y c{ pg"O wpuqp0*Cwej o gpwu<%3%r B8+Gzj kdkv:"%4%r 0 4+Gzj kdkv: %5%r 0 6+Gzj kdkv:"%6%r 0 8+Gzj kdkv:"%7%r 0 9+Gzj kdkv:"%8%r 0 : +Gzj kdkv:"%9%r 0 2+Gzj kdkv:"%: %r 0 4+Gzj kdkv:"%: %r 0 5+Gzj kdkv:"%32 %r 0 6+Gzj kdkv#O wpuqp."Tkm"*Gpvtgf <2; 14914238+
2; 14914238	<u>56%r 01282+</u>	TGURQP UG'lp"Qr r qukkqp"vq"45%r B96+O QVQKP "VQ" F KUO KU HQT'HC KNWTG"VQ"UVC VG'C"ENCIO ". 'hkrf "d{ "Tkm"Y c{ pg O wpuqp0*Cwej o gpwu<%3%r B8+Gzj kdkv:"%4%r 0 4+Gzj kdkv:"%5 %r 0 6+Gzj kdkv:"%6%r 0 8+Gzj kdkv:"%7%r 0 9+Gzj kdkv:"%8%r 0 : +Gzj kdkv:"%9%r 0 2+Gzj kdkv:"%: %r 0 4+Gzj kdkv:"%: %r 0 5+Gzj kdkv:"%32 %r 0 6+Gzj kdkv:"%33%r 0 7+Gzj kdkv#O wpuqp."Tkm"*Gpvtgf < 2; 14914238+
2; 15214238	<u>58%r 01525+</u>	O QVQKP "VQ" F KUO KU'UHQ T'HC KNWTG"VQ"UVC VG'C"ENCIO - <i>Rule 12(b)(6)</i> "d{ "Dtcf rg{ "Hgcjy gtuvqp."Ugr j gp"COO gpf gn"hkrf 0 O qvqp" F qengv" F cvg"32143142380"O gpf gn"Ugr j gp+*Gpvtgf < 2; 15214238+
2; 15214238	<u>59%r 01536+</u>	Hktuv'EGT VHKEC VG"QH"RP VGT GUVGF "RCT VKGU"d{ "Dtcf rg{ Hgcjy gtuvqp."Ugr j gp"COO gpf gn"hkrf 0"O gpf gn"Ugr j gp+*Gpvtgf < 2; 15214238+
3212514238	<u>5: %r 0153: +</u>	O QVQKP "vq"Utkng"48%r 0124+O go qtcpf wo .."d{ "Tkm"Y krikctf "[qwpi . hkrf 0O qvqp" F qengv" F cvg"32146142380"Uej cghgt."Tchg+*Gpvtgf < 3212514238+
3212514238	<u>5: %r 0154: +</u>	O QVQKP "vq" F kuo kuu"d{ "P gcn"Ur lgn cp."hkrf 0O qvqp" F qengv" F cvg 32146142380"Uej gzpc{ f gt."O ctvp+*Gpvtgf <3212514238+
3212514238	<u>62%r 01557+</u>	O QVQKP "vq" F kuo kuu <i>based on lack of subject matter jurisdiction</i> "d{ P gcn"Ur lgn cp."hkrf 0O qvqp" F qengv" F cvg"32146142380"Uej gzpc{ f gt. O ctvp+*Gpvtgf <3212514238+
3212514238	<u>63%r 01563+</u>	TGURQP UG"vq"47%r B: 3+O QVQKP "VQ" F KUO KU'UHQ T'HC KNWTG VQ"UVC VG'C"ENCIO "hkrf "d{ "Ecpf ceg"Nqwkug" E wtku0*Cwej o gpwu< %3%r B8+Gzj kdkv:"%4%r 0 4+Gzj kdkv:"%5%r 0 6+Gzj kdkv:"%6%r 0 8+Gzj kdkv:"%7%r 0 9+Gzj kdkv:"%8%r 0 : +Gzj kdkv:"%9%r 0 2+Gzj kdkv:"%: %r 0 4+Gzj kdkv:"%: %r 0 5+Gzj kdkv:"%32%r 0 6+Gzj kdkv:"%33%r 0 7+Gzj kdkv#E wtku."Ecpf ceg+*Gpvtgf <3212514238+
3212614238	<u>64%r 016: 2+</u>	LQRF GT"lp"5: %r 0153: +O QVQKP "vq"Utkng"48%r 0124+ O go qtcpf wo .."hkrf "d{ "Ecpf ceg" Mwp /Htggf ."Crdgtv"Xcegmlt0 *Tggf ."Eqt { +*Gpvtgf <3212614238+
3212714238	<u>65%r 016: 6+</u>	O QVQKP "vq"Eqpuqikf cvg"Ngcf "Ecug" P q06-34/ex/27; 4"cpf "O go dgt Ecug" P q06-38/ex/23; 8; "d{ "Ecpf ceg"Nqwkug" E wtku."hkrf 0O qvqp F qengv" F cvg"32148142380" E wtku."Ecpf ceg+*Gpvtgf <3212714238+
3212714238	<u>6: %r 017: : +</u>	TGVWTP "qh"Ugtxleg"qh"UWO O QP U"Gzgewgf "cu"vq" Tkm"Y krikctf [qwpi "ugt xgf "qp": 14814238."cpuy gt "f wg"; 13814238."hkrf 0o eqf kpc.

		9+*Gpvtgf <32 129 4238+
32 127 4238	<u>6: *r 047: 2+</u>	TGVWTP "qh'Ugtxleg'qh'UWO O QP U'Gzgewwgf "cu'vq'c'pkc'Dtwpukpi ugtxgf "qp": 47 4238."cpuy gt "f wg"; 137 4238."hrgf 0*o eqf kpc.'9+ *Gpvtgf <32 129 4238+
32 127 4238	<u>72*r 047: 4+</u>	TGVWTP "qh'Ugtxleg'qh'UWO O QP U'Gzgewwgf "cu'vq'I tgi qt { "Ngunvt ugtxgf "qp"; 44 4238."cpuy gt "f wg"; 145 4238."hrgf 0*o eqf kpc.'9+ *Gpvtgf <32 129 4238+
32 127 4238	<u>73*r 047: 6+</u>	TGVWTP "qh'Ugtxleg'qh'UWO O QP U'Gzgewwgf "cu'vq'Co { "Dtwpukpi ugtxgf "qp": 152 4238."cpuy gt "f wg"; 142 4238."hrgf 0*o eqf kpc.'9+ *Gpvtgf <32 129 4238+
32 127 4238	<u>74*r 047: 8+</u>	TGVWTP "qh'Ugtxleg'qh'UWO O QP U'Gzgewwgf "cu'vq'Ugr j gp'CO O gpf gn'ugtxgf "qp"; 44 4238."cpuy gt "f wg"; 145 4238."hrgf 0*o eqf kpc.'9+ *Gpvtgf <32 129 4238+
32 128 4238	<u>66*r 0472: +</u>	EGT VHKEC VG'QH'R VGT GUVGF "RCT VKGU'd { "P gcn'Ur kgrn cp. hrgf 0*Uej gzpc { f gt.'O ct vlp+*Gpvtgf <32 128 4238+
32 128 4238	<u>67*r 04733+</u>	TGURQP UG'vq'52*r 08998+O QVQKP "VQ'F KUO KU'HQT"HC KNWTG VQ"UVC VG'C"ENCIO .57*r 044: 8+O QVQKP "VQ'F KUO KU'HQT HC KNWTG"VQ"UVC VG'C"ENCIO "hrgf "d { "Ecpf ceg"Nqwkug"Ewt vku0 *Cwcej o gpw<%3*r 088+Gzj kdk:%4*r 0 4+Gzj kdk:%5*r 0 6+ Gzj kdk+Ewt vku."Ecpf ceg+*Gpvtgf <32 128 4238+
32 128 4238	<u>68*r 0479: +</u>	EGT VHKEC VG'QH'R VGT GUVGF "RCT VKGU'd { "Lkn'Y krktcf "I qwpi . hrgf 0*Uej cghgt."Tchg+*Gpvtgf <32 128 4238+
32 129 4238	<u>69*r 047: 5+</u>	Wpqr r qugf "O QVQKP "hqt "Ngcxg'vq "Hrg'O qvqp'vq "F kuo kuu'kp'Gzeguu qh'Rei g'Nko kv'd { "Vqpk'Dlco qpvq."Ej tkvlp'g'Tkf f ng'Dwwu."Erntlpf c Ego uqem'hrgf 0O qvqp'F qengv'F cvg"32 4: 42380*Cwcej o gpw<%3 *r 088+Rtqr qugf "Qtf gt+*J gf i g."Nwtc+*Gpvtgf <32 129 4238+
32 129 4238	<u>75*r 047: . +</u>	O QVQKP "VQ'F KUO KU'HQT"HC KNWTG"VQ"UVC VG'C"ENCIO "d { Vqpk'Dlco qpvq."Ej tkvlp'g'Tkf f ng'Dwwu."Erntlpf c'Ego uqem'hrgf 0 O qvqp'F qengv'F cvg"32 4: 42380*J gf i g."Nwtc+*Gpvtgf < 32 129 4238+
32 129 4238	<u>76*r 04853+</u>	O QVQKP "hqt "Ngcxg'vq "Hrg'O qvqp'vq "F kuo kuu'kp'Gzeguu'qh'Rei g Nko kv*O qvqp'F qengv'F cvg"32 4: 42380: "Wpqr r qugf "CO GP F GF "69 *r 047: 5+O QVQKP "d { "Vqpk'Dlco qpvq."Ej tkvlp'g'Tkf f ng'Dwwu. Erntlpf c'Ego uqem'hrgf 0*Cwcej o gpw<%3*r 088+Rtqr qugf Qtf gt+*J gf i g."Nwtc+*Gpvtgf <32 129 4238+
32 133 4238	<u>77*r 04858+</u>	TGRN "lp'Uwr r qt v'qh'47*r 08: 3+O QVQKP "VQ'F KUO KU'HQT HC KNWTG"VQ"UVC VG'C"ENCIO ". hrgf "d { "Lkn'Y krktcf "I qwpi 0 *Uej cghgt."Tchg+*Gpvtgf <32 133 4238+
32 133 4238	<u>83*r 048: 4+</u>	O QVQKP "vq'Eqpuqrkf cvg'Ngcf "Ecug'P q06-34/ex/7; 4"cpf "O go dgt Ecug'P q06-38/ex/3; 8; "d { "Ecpf ceg"Nqwkug"Ewt vku. hrgf 0O qvqp F qengv'F cvg"33 B 42380*Cwcej o gpw<%3*r 088+Rtqr qugf Qtf gt+*J gpi qp crg . '9+*Gpvtgf <32 136 4238+
32 134 4238	<u>78*r 04865+</u>	EGT VHKEC VG'QH'R VGT GUVGF "RCT VKGU'd { "Vqpk'Dlco qpvq. Ej tkvlp'g'Tkf f ng'Dwwu."Erntlpf c'Ego uqem'hrgf 0J gf i g."Nwtc+

		*Gpvtgf <32 B4 4238+
32 B5 4238	<u>79th 0486: 4th</u>	TGURQP UG'vq'75 th 047: : +O QVQP 'VQ'F KUO KU'HQT'HC KNWTG VQ'UVC VG'C'ENCIO 'hrgf 'd{ 'Tkm'Y c{ pg'O wpuqp0*Cwcej o gpw<%3 th 088 th Gzj kdkv.%4 th 0 4 th Gzj kdkv.%5 th 0 6 th Gzj kdkv#O wpuqp. 'Tkm' *Gpvtgf <32 B5 4238+
32 B5 4238	<u>7: th 048: 3th</u>	RTQRQUGF 'QTF GT' t g<79 th 0486: 4 th T gur qpug'vq'O qvqp. hrgf 0'O wpuqp. 'Tkm' *Gpvtgf <32 B5 4238+
32 B5 4238	<u>7: th 048: 4th</u>	O QVQP 'vq'Uc{ <i>Rule 26(f) Conference and All Discovery Pending Resplution of Motions to Dismiss</i> 'd{ 'Ecpf ceg'Mwp /Hggf. 'Crdgtv Xcegm'Lt. 'hrgf 0O qvqp 'F qengv'F cvg'33 B5 42380*Tggf. 'Eq { + *Gpvtgf <32 B5 4238+
32 B6 4238	<u>82th 048: 9th</u>	LQRF GT'lp'5: th 0453: 4 th O QVQP 'vq'Utkng'48 th 0424+ O go qtcpf wo ..'hrgf 'd{ 'Vqpk'Dlco qpvg. 'Ej tkukpg'Tkf f rg'Dwwu. Erctkpf c'Ego uqen0*Cwcej o gpw<%3 th 088 th Rtqr qugf Qtf gt+J gf i g. 'Nwtc+*Gpvtgf <32 B6 4238+
32 B6 4238	<u>84th 04929th</u>	TGURQP UG'vq'58 th 04525+O QVQP 'VQ'F KUO KU'HQT'HC KNWTG VQ'UVC VG'C'ENCIO - <i>Rule 12(b)(6)</i> 'hrgf 'd{ 'Ecpf ceg'Nqwkug Ewku0*Cwcej o gpw<%3 th 088 th Gzj kdkv.%4 th 0 4 th Gzj kdkv.%5 th 0 6 th Gzj kdkv#O wpuqp. 'Tkm' *Gpvtgf <32 B6 4238+
32 B9 4238	<u>85th 049: 8th</u>	TGRN['vq'T gur qpug'vq'75 th 047: : +O QVQP 'VQ'F KUO KU'HQT'HC KNWTG'VQ'UVC VG'C'ENCIO ". 'hrgf 'd{ 'Vqpk'Dlco qpvg. 'Ej tkukpg Tkf f rg'Dwwu. Erctkpf c'Ego uqen0*J gf i g. 'Nwtc+*Gpvtgf < 32 B9 4238+
32 B9 4238		*Eqwv'qpnf +, , , O qvqp'u+vgt o kpcvgf <69 th 047: 5 th Wpqr r qugf O QVQP 'hqt'Ngcxg'vq'Hrg'O qvqp'vq'F kuo kuu'k'Gzegu'qh'Rci g Nko k0*rgf y ctf u. '6+*Gpvtgf <32 B9 4238+
32 B: 4238	<u>86th 049: 2th</u>	QTF GT'i tcpkpi '69 th 047: 5 th O qvqp'hqt'Ngcxg'vq'Hrg=i tcpkpi '76 th 04853+O qvqp'hqt'Ngcxg'vq'Hrg0'Uki pgf 'd{ 'Lwf i g'Crlt gf 'J Dgppgw+Rct vgu'p'q'k'f gf 0f cx. '6+*Gpvtgf <32 B: 4238+
32 B: 4238	<u>87th 049: 3th</u>	TGURQP UG'vq'5: th 0453: 4 th O QVQP 'vq'Utkng'48 th 0424+ O go qtcpf wo ..'hrgf 'd{ 'Tkm'Y c{ pg'O wpuqp0*Cwcej o gpw<%3 th 088 th Gzj kdkv#O wpuqp. 'Tkm' *Gpvtgf <32 B: 4238+
32 B: 4238	<u>88th 04: 33th</u>	TGRQT V'qh'Twrg'48 th h+Rrppkpi 'O ggkpi 'd{ 'Tkm'Y c{ pg'O wpuqp. hrgf 0'O wpuqp. 'Tkm' *Gpvtgf <32 B: 4238+
32 B: 4238	<u>89th 04: 46th</u>	QDLGE VQP U'vq'88 th 04: 33 th T gr qt v'qh'Twrg'48 th h+Rrppkpi 'O ggkpi . 'hrgf 'd{ 'Dqddlg'Dc{ nguu. 'Vqpk'Dlco qpvg. 'Cpkc'Dt wpuvpi . 'Ej tkukpg Tkf f rg'Dwwu. Erctkpf c'Ego uqem'Dtcf rg{ 'Hgcj gtuq. 'Ecpf ceg Mwp /Hggf. 'Ugr j gp'C0O gpf gn'P gcn'Ur kgn cp. 'Crdgtv'Xcegm'Lt. Ikm'Y krictf 'l qwpi 0*Uej cghg. 'Tchg+*Gpvtgf <32 B: 4238+
32 43 4238	<u>8: th 04: 49th</u>	Wpqr r qugf 'O QVQP 'vq'Uwdukwng'Cwqtpg{ 'Cf tcqp'F 0l tggpg'kp r nceg'qh'Ugr j gp'C0O gpf gn'd{ 'Dtcf rg{ 'Hgcj gtuq. 'Ugr j gp'C0 O gpf gn'hrgf 0O qvqp 'F qengv'F cvg'33 B6 42380*Cwcej o gpw<%3 th 088 th Rtqr qugf 'Qtf gt+J tggpg. 'Cf tcqp+*Gpvtgf <32 43 4238+
32 46 4238	<u>8: th 04: 52th</u>	

		TGURQP UG"vq"62"†04557†O QVQP "vq" F kuo kuu based on lack of subject matter jurisdiction."5: "†0454: †O QVQP "vq" F kuo kuu" hkgf "d{ TknY c{ pg"O wpuqp0*O wpuqp. Tkn†Gpvtgf <32464238+
32474238	<u>92"†04: 66†</u>	TGURQP UG"lp"Qr r qukqkq"vq"83"†048: 4†O QVQP "vq"Eqpuqnf cvg Ngcf "Ecug" P q06-34/ex/7; 4"cpf "O go dgt"Ecug" P q06-38/ex/3; 8; .65 †046: 6†O QVQP "vq"Eqpuqnf cvg"Ngcf "Ecug" P q06-34/ex/27; 4"cpf O go dgt"Ecug" P q06-38/ex/23; 8; .hkgf "d{ "LknY krlctf "l qwpi 0 *Uej cghgt. Tchg†Gpvtgf <32474238+
32494238	<u>93"†04: 6: †</u>	O QVQP "hqt" Lqlpf gt "cu"vq"5: "†0453: †O QVQP "vq"Utkng"48"†0424+ O go qtcpf wo .."d{ "Dtcf rg{ "Hgcjy gtuvqp. Ugr j gp" C00 gpf gn" hkgf 0 O qvqp" F qengv" F cvg"33 B9 42380*F gkuu. F cxkf †Gpvtgf < 32494238+
32494238	<u>94"†04: 74†</u>	O QVQP "hqt" Ucpvqkpu" d{ "LknY krlctf "l qwpi . hkgf 0O qvqp" F qengv F cvg"33 B9 42380* Cwcej o gpvu < %3"†0488† Rtqr qugf "Qtf gt †Uej cghgt. Tchg†Gpvtgf <32494238+
324: 4238	<u>95"†04: 83†</u>	TGVWTP "qh"Ugtxleg"qh"UWO O QP UGzgewgf "cu"vq" Dtcf rg{ Hgcjy gtuvqp" ugtxgf "qp"32 B: 4238. "cpuy gt" f wg"33 I: 4238. hkgf 0entwu. "6†Gpvtgf <324: 4238+
324: 4238	<u>96"†04: 85†</u>	TGVWTP "qh"Ugtxleg"qh"UWO O QP UGzgewgf "cu"vq" Dgtptf "N{ rg O cwj gy u. "Kkugtxgf "qp"32 B: 4238. "cpuy gt" f wg"33 I: 4238. hkgf 0entwu. "6†Gpvtgf <324: 4238+
324: 4238	<u>97"†04: 87†</u>	TGVWTP "qh"Ugtxleg"qh"UWO O QP UGzgewgf "cu"vq" F ctrpgg" Rc{ pg Uo kj " ugtxgf "qp"32424238. "cpuy gt" f wg"33 B24238. hkgf 0entwu. "6†Gpvtgf <324: 4238+
324: 4238		O kpwg" Gpvt { "hqt" r tqeggf kpi u" j grf "dghqtg" Lwf i g" Crltgf "J " Dgppgw0 UEJ GF WNP I "EQP HGTGP EG" j grf "qp"324: 42380O qvqp" j gctkpi ugv" hqt" F gego dgt"34. "4238" cv"32-22" CO "Crr gctcpegu" Dqd" J cttgm Gtqp" Tgkf . " \ cpf gt" Hqr{ 0Dqddk" I "Dc{ nguu. "Ncwtc" Dgeno cp" J gf i g. Ugr j gp" C" O gpf gn" Cftcqp" F grLqj p" I tggpg. "Eq{ " UTggf 0Eqtvt Tgr qtvt < J 0Crectg +. hkgf 0ingf y ctf u. "6†Gpvtgf <324: 4238+
324: 4238	<u>98"†04: 89†</u>	P QVKEG"qh"Ugwkpi "cu"vq"47"†048: 3†O QVQP "VQ" F KU KU" HQT HC KNWTG" VQ" UVC VG" C" ENCKO ". "62"†04557†O QVQP "vq" F kuo kuu based on lack of subject matter jurisdiction. "58"†04525†O QVQP VQ" F KU KU" HQT "HC KNWTG" VQ" UVC VG" C" ENCKO - Rule 12(b)(6). "4: "†04988†O QVQP . "52"†04998†O QVQP "VQ" F KU KU HQT "HC KNWTG" VQ" UVC VG" C" ENCKO . "42"†04875†O QVQP "vq" F kuo kuu For Lack of Subject Matter Jurisdiction. "57"†044: 8+ O QVQP "VQ" F KU KU" HQT "HC KNWTG" VQ" UVC VG" C" ENCKO . "45 †04896†O QVQP "VQ" F KU KU" HQT "HC KNWTG" VQ" UVC VG" C" ENCKO ". "5: "†0454: †O QVQP "vq" F kuo kuu". "3: "†04855†O QVQP VQ" F KU KU" HQT "HC KNWTG" VQ" UVC VG" C" ENCKO "0Rctvku pqv" hkgf 0O qvqp" J gctkpi "ugv" hqt"34 I: 4238" cv"32-22" CO "lp Eqwtvqqo ": E "dghqtg" Lwf i g" Crltgf "J " Dgppgw. hkgf 0ingf y ctf u. "6†Gpvtgf <324: 4238+
324: 4238	<u>99"†04: 8: †</u>	EQT TGE VGF "P QVKEG"qh"Ugwkpi "cu"vq"47"†048: 3†O QVQP "VQ" F KU KU" HQT "HC KNWTG" VQ" UVC VG" C" ENCKO ". "62"†04557† O QVQP "vq" F kuo kuu based on lack of subject matter jurisdiction. "52

		<p>*1 0998+O QVIQP "VQ" F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C ENCKO . "42" *1 075+O QVIQP "vq" F KUO KUO <i>For Lack of Subject Matter Jurisdiction</i>. "75" *1 047; : +O QVIQP "VQ" F KUO KU'HQT "HC KNWTG VQ" UVC VG" C "ENCKO " . "57" *1 044; 8+O QVIQP "VQ" F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C "ENCKO . "45" *1 096+O QVIQP "VQ F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C "ENCKO " . "5; " *1 0454; + O QVIQP "vq" F KUO KUO . "3; " *1 055+O QVIQP "VQ" F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C "ENCKO " 0Rct vku'pq vkgf 0O qvqpp" J gctkpi ugvlht "34 B4 I4238" cv32-22" CO "lp" Eqwtvqqo " : E" dghgtg" Lwf i g" Chtgf " J " Dgppgw. "hkgf 0" rgy ctf u. "6+ " *Gpvtgf <32 I4: I4238+</p>
32 I53 I4238	<u>9; " *1 04; 8; +</u>	<p>Hktuv" O QVIQP "vq" F KUO KUO <i>Complaint</i> "d{ " Lcuqp" Qutqo . "hkgf 0O qvqpp F qengv" F cvg" 33 I43 I42380" C wcej o gpw<" %3 " *1 088+ " Rtqr qugf " Qtf gt Qtf gt" T tcvkpi " Lcuqp" Qutqo " u" O qvqpp" q" F KUO KUO Ego r rclpv+ " Qutqo . " Lcuqp+ " *Gpvtgf <32 I53 I4238+</p>
32 I53 I4238	<u>9; " *1 04; : 6+</u>	<p>TGURQP UG" vq" 83" *1 048; 4+O QVIQP "vq" " Equuqrf cvg" Ngcf " Ecug" P q0 6-34/ex/7; 4" cpf " O go dgt " Ecug" P q06-38/ex/3; 8; " hkgf " d{ " Vqpk Dlco qpv. " Ej tkvkg" Tkf r g" Dwwu. " Emtkpf c" " Eqo uxqen0" C wcej o gpw< %3 " *1 088+ " Rtqr qugf " Qtf gt+ " J gf i g. " Ncwtc+ " *Gpvtgf <32 I53 I4238+</p>
32 I53 I4238	<u>: 2" *1 04; 24+</u>	<p>QTF GT" i tcvkpi " 8; " *1 04: 49+O qvqpp" vq" " Uwdurkwwg" Eqwpugnht Ugr j gp" C0O gpf grlcpf " Dtcf r g{ " G0Hgcj gtuqpp0C wqtpg{ " Ugr j gp" C O gpf grlvgto kpcvgf 0" Uki pgf " d{ " Lwf i g" Chtgf " J " Dgppgw+ " Rct vku pqvkgf 0" tqucif cpc. " 6+ " *Gpvtgf <33 I24 I4238+</p>
33 I24 I4238	<u>: 3" *1 04; 25+</u>	<p>O QVIQP "VQ" F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C "ENCKO " d{ Dgtptcf " N{ r g" O cvj gy u. " KKK" hkgf 0O qvqpp" F qengv" F cvg" 33 I45 I42380 " O cvj gy u. " Dgtptcf + " *Gpvtgf <33 I24 I4238+</p>
33 I26 I4238	<u>: 4" *1 04; 29+</u>	<p>P QVHEG" qh" Ugvlkpi 0Rct vku'pq vkgf 0O qvqpp" J gctkpi " ugvlht 34 B7 I4238" cv33-22" CO "lp" Eqwtvqqo " : E" dghgtg" Lwf i g" Chtgf " J Dgppgw. "hkgf 0" rgy ctf u. "6+ " *Gpvtgf <33 I26 I4238+</p>
33 I29 I4238	<u>: 5" *1 04; 2; +</u>	<p>Hktuv" O QVIQP "vq" F KUO KUO <i>Complaint</i> "d{ " I tgi qt{ " Ngugt. " hkgf 0 O qvqpp" F qengv" F cvg" 33 I4: I42380" C wcej o gpw<" %3 " *1 088+ " Gzj kdkv Gzj kdkv" C. " %4 " *1 0 4+ " Gzj kdkv" Gzj kdkv" D. " %5 " *1 0 6+ " Rtqr qugf " Qtf gt Rtqr qugf " Qtf gt+ " Qutqo . " Lcuqp+ " *Gpvtgf <33 I29 I4238+</p>
33 I32 I4238	<u>: 6" *1 04; 62+</u>	<p>O QVIQP "VQ" F KUO KU'HQT "HC KNWTG" VQ "UVC VG" C "ENCKO " d{ F ctrpgg" Rc{ pg" Uo kj . " hkgf 0O qvqpp" F qengv" F cvg" 34 B I42380 " C wcej o gpw<" %3 " *1 088+ " Rtqr qugf " Qtf gt" Qtf gt+ " C dtco u. " Dctt { + " *Gpvtgf <33 I32 I4238+</p>
33 I3: I4238	<u>: 7" *1 04; 92+</u>	<p>TGURQP UG" vq" 9; " *1 04: 8; +Hktuv" O QVIQP "vq" F KUO KUO <i>Complaint</i> hkgf " d{ " Tkn" Y c{ pg" O wpuqp0" C wcej o gpw<" %3 " *1 088+ " Gzj kdkv: " %4 " *1 0 4+ " Gzj kdkv: " %5 " *1 0 6+ " Gzj kdkv: " %6 " *1 0 8+ " Gzj kdkv: " %7 " *1 0 9+ " Gzj kdkv: " %8 " *1 0 : + " Rtqr qugf " Qtf gt+ " O wpuqp. " Tkn+ " *Gpvtgf < 33 I3: I4238+</p>
33 I45 I4238	<u>: 8" *1 05224+</u>	<p>TGURQP UG" vq" : 3" *1 04: 25+O QVIQP "VQ" F KUO KU'HQT "HC KNWTG VQ" UVC VG" C "ENCKO " hkgf " d{ " Tkn" Y c{ pg" O wpuqp0" C wcej o gpw<" % 3 " *1 088+ " Gzj kdkv: " %4 " *1 0 4+ " Gzj kdkv: " %5 " *1 0 6+ " Gzj kdkv: " %6 " *1 0 8+ " Rtqr qugf " Qtf gt+ " O wpuqp. " Tkn+ " *Gpvtgf <33 I45 I4238+</p>
33 I49 I4238	<u>: 9" *1 05278+</u>	

		TGURQP UG'vq': 5' *r 04: 2: +Hktuv'O QVKQP "vq'F kuo kuu <i>Complaint</i> hkrf 'd{ 'Tkn'Y c{pg'O wpuqp0'Cwcej o gpw<%3' *r 08+Gzj kdkv.'%4' *r 0 4+Gzj kdkv.'%5' *r 0 6+Gzj kdkv.'%6' *r 0 8+Gzj kdkv.'%7' *r 0 9+ Rtqr qugf "Qtf gt +*O wpuqp. 'Tkn' *Gpvtgf <33 49 4238+
33 152 4238	: : ' *r 052: 8+ "	P QVKEG'qh'Tgugwki 0Rctvku'pqvkrf 0O qvqp'J gctkpi 'ugv'ht 34 137 4238'cv'33-52'CO 'lp'Eqwtvqqo " : E'dghgtg'Lwf i g'Chtgf 'J Dgppgw.'hkrf 0'rgf y ctf u.'6+ *Gpvtgf <33 152 4238+
34 123 4238		*Eqwtv'qpn{ +, , , O qvqp *u+vgto kpcvfg <76' *r 04853+O QVKQP 'hqt Ngcxg'vq'Hkrf'O qvqp'Vq'F kuo kuu'kp'Gzeguu'qh'Rci g'Nko kwPqr r qugf CO GP F GF '69' *r 047: 5+O QVKQP 0'rgf y ctf u.'6+ *Gpvtgf < 34 123 4238+
34 123 4238	: : ' *r 052: 9+ "	TGURQP UG'vq': 6' *r 04: 62+O QVKQP "VQ'F KUO KU'HT'HCKNWTG VQ'UVC VG'C'ENCIO 'hkrf 'd{ 'Tkn'Y c{pg'O wpuqp0'Cwcej o gpw<% 3' *r 08+Gzj kdkv.'%4' *r 0 4+Gzj kdkv.'%5' *r 0 6+Gzj kdkv.'%6' *r 0 8+ Gzj kdkv.'%7' *r 0 9+Gzj kdkv.'%8' *r 0 : +Gzj kdkv.'%9' *r 0 2+Gzj kdkv.'% : *r 0 4+Gzj kdkv.'% : *r 0 5+Gzj kdkv.'%32' *r 0 6+Gzj kdkv.'%Gzj kdku tgf cvgf . '%33' *r 0 7+Gzj kdkv.'%34' *r 0 8+Rtqr qugf "Qtf gt +*O wpuqp. 'Tkn' *Gpvtgf <34 123 4238+
34 135 4238	: 2' *r 0545+ "	TGRN "vq'Tgur qpug'vq': 6' *r 04: 62+O QVKQP "VQ'F KUO KU'HT'HCKNWTG'VQ'UVC VG'C'ENCIO ". 'hkrf 'd{ 'F ctrpg' Rc {pg'Uo kj 0 *Cdtco u.'Dctt { +*Gpvtgf <34 135 4238+
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27 138 4239	: 3' *r 054: + "	QTF GT'i tcvkpi '57' *r 04: 8+O qvqp'vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko => tcvkpi '58' *r 04525+O qvqp'vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko => tcvkpi '5: ' *r 0454: +O qvqp'vq'F kuo kuu' tcvkpi '62' *r 04557+ O qvqp'vq'F kuo kuu'f gp { kpi "cu'o qqv'65' *r 046: 6+O qvqp'vq Eqpuqkf cvg'Ecugu=> tcvkpi '75' *r 047: : +O qvqp'vq'F kuo kuu'ht Hckntg'vq'Ucv'c'Ercko => f gp { kpi "cu'o qqv'83' *r 048: 4+O qvqp'vq Eqpuqkf cvg'Ecugu=> f gp { kpi '94' *r 04: 74+O qvqp'ht'Ucpev'kpu= i tcvkpi '9: ' *r 04: 8: +O qvqp'vq'F kuo kuu' tcvkpi ': 3' *r 04: 25+O qvqp vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko => tcvkpi ': 5' *r 04: 2: +O qvqp vq'F kuo kuu' tcvkpi ': 6' *r 04: 62+O qvqp'vq'F kuo kuu'ht'Hckntg'vq Ucv'c'Ercko => tcvkpi '3: ' *r 0855+O qvqp'vq'F kuo kuu'ht'Hckntg'vq Ucv'c'Ercko => tcvkpi '42' *r 0875+O qvqp'vq'F kuo kuu' tcvkpi '45' *r 0896+O qvqp'vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko => tcvkpi '47' *r 08: 3+O qvqp'vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko => tcvkpi '52' *r 0898+O qvqp'vq'F kuo kuu'ht'Hckntg'vq'Ucv'c'Ercko 0Uki pgf 'd{ Lwf i g'Chtgf 'J 'Dgppgw+Rctvku'pqvkrf 0'rgf y ctf u.'6+ *Gpvtgf < 27 138 4239+
27 138 4239		*Eqwtv'qpn{ +, , , O qvqp *u+vgto kpcvfg <7: ' *r 048: 4+O QVKQP 'vq'Uc { <i>Rule 26(f) Conference and All Discovery Pending Resplution of</i>

		<i>Motions to Dismiss.</i> "4: "§ 8988+"O QVQP . "53"§ 89: 5+"O QVQP "hqt Ceeuu"vq"Grgevtqple"Flkpi . "93"§ 84: 6: +"O QVQP "hqt "Lqkpf gt "cu"vq 5: "§ 453: +"O QVQP "vq"Utkng"48"§ 8424+"O go qtcpf wo .. "5: "§ 453: +"O QVQP "vq"Utkng"48"§ 8424+"O go qtcpf wo .. "00 qqv'xlc F qe0% 3'y j lej 'f kuo kugf 'y g'gpvt g'ecug0*f quo kj . "6+"Gpvtgf < 27 B8 4239+
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291274239	: : "§ 8589+"	

		<p>CRRGCN"VTCPUETRV"tg"pklcnEqphgtgpeg"j grf "qp"324: B8 dghqtg'Lvfi g'Cihf g'J 'Dgppgw0EqwtvTgr qtvtg'J gcvj gt'Crectc 0 Qtf gtlpi 'Rctv\ <TknO wpuqp0Vj ku'vtcpuetkr v'tgrvqu'vq'vj g'hqmny lpi < :6"r 05584+'Crr gcn'Vtcpuetkr v'Tgs wguv."; 4"r 05558+'P qlæg"qh Crr gcn0Tgrgcug'qh'Vtcpuetkr vTgutkewqp'ugv'ht "3215 4239.'hrgf 0 *j crectc ."+"Gpvtgf <291274239+</p>
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IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis §
Rik Wayne Munson §
Private Attorneys General Plaintiffs §

vs. §

Civil Action No. _____

Candace Kunz-Freed §
Albert Vacek, Jr. §
Bernard Lyle Mathews III §
Neal Spielman §
Bradley Featherston §
Stephen A. Mendel §
Darlene Payne Smith §
Jason Ostrom §
Gregory Lester §
Jill Willard Young §
Christine Riddle Butts §
Clarinda Comstock §
Toni Biamonte §
Bobbie Bayless §
Anita Brunsting §
Amy Brunsting §
Does 1-99 §
Defendants in their individual capacities §

United States Courts
Southern District of Texas
FILED

JUL 05 2016

David J. Bradley, Clerk of Court

Demand for Jury Trial

VERIFIED COMPLAINT FOR DAMAGES

1. 18 U.S.C. §1962 (c) Violations of the Racketeer Influenced Corrupt Organization Act involving multiple predicate acts that include both spoke and hub, and chain conspiracies.
2. 18 U.S.C. §1962 (d) Conspiracy to violate 18 U.S.C. §1962 (c)
3. 42 U.S.C. §1983 Substantive Due Process State Actor Conspiracy Against Civil Rights;
4. 42 U.S.C. §1985 Conspiracy to Deny Equal Protection of Law;
5. 18 U.S.C. §242 Conspiracy to deprive plaintiff of impartial forum;
6. Breach of Fiduciary to the Public Trust;
7. In Concert Aiding and Abetting Breach of Fiduciary both Public and Private;
8. In Concert Aiding and Abetting Misapplication of Fiduciary; and,
9. The right of claims provided at 42 U.S.C. §1988(a), 18 U.S.C. §1964 (c) and Rule 10b-5 Securities Exchange act of 1934 (17 C.F.R. §240.10b-5) and the right of private claims implied therefrom.

This lawsuit raises concerns affecting the public interest

I. Verified Complaint

1. COMES NOW Rik Wayne Munson and Candace Louise Curtis, Plaintiffs in the above-styled and numbered cause, filing this Complaint against Defendants: Candace Kuntz-Freed, Albert Vacek Jr., Bernard Lyle Mathews III, Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, Toni Biamonte, Bobbie Bayless, Anita Brunsting, Amy Brunsting and Does 1-99 (collectively, “Defendants”) and in support thereof would show unto the Court the following matters and facts. Plaintiffs have personal knowledge and are also informed and believe and therefore aver that:

II. Jurisdiction

2. Jurisdiction of this Honorable Court is invoked pursuant to 28 USC §1331 and 18 U.S.C. 1964 (c), as the substantive claims in this action raise federal questions arising under the Racketeering Influenced Corrupt Organizations Act (RICO) 18 U.S.C. §1961–1968 and the right of claims at 18 U.S.C. §1964(c) (civil remedy for RICO violations) and under 42 U.S.C. §§1983 and 1985 (remedies for color of official right and other Civil Rights violations).

3. This Court has supplemental jurisdiction over the state law and common law tort claims under 28 U. S. C. §1367(a), because the claims arise out of the same controversy, transactions and occurrences.

4. This Court has supplemental jurisdiction pursuant to the Federal Declaratory Judgment Act of 1946: Title 28 United States Code §§2201-2202, RICO 18 U.S.C. § 1965(a), (b), and (d); and Rules 57 and 65 of the Federal Rules of Civil Procedure; and pursuant to the general legal and equitable powers of this Court.

5. This Court also has supplemental jurisdiction over the subject matter of this action pursuant to Section 27 of the Exchange Act¹ (15 U.S.C. §78aa) and exclusive jurisdiction over these claims, as this action also arises under Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the right of private claims implied therefrom.

6. Venue is proper in the Southern District of Texas under 28 USC §1391(a)(1), because all of the events herein complained of occurred in the Southern District of Texas and elsewhere within the jurisdiction of the Court.

III. Parties

7. Plaintiffs incorporate by reference herein all allegations set forth above, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth.

DEFENDANTS

8. Defendant Candace Kuntz-Freed is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Candace Kuntz-Freed
9545 Katy Freeway, Suite 390,
Houston, Texas 77024

At all times material to this complaint Defendant Candace Kunz-Freed was a person, attorney with the Vacek Law firm, a partner in Vacek & Freed PLLC and also a Texas Notary Public, engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079-9545.

9. Defendant Albert Vacek Jr. is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

¹ Securities Exchange Act of 1934, 15 U.S.C. §§78a-78kk (1982)

Albert Vacek, Jr.
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

At all times material to this complaint Defendant Albert Vacek Jr. was a person, attorney with the Vacek Law firm and a partner in Vacek & Freed PLLC engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079.

10. Defendant Bernard Lyle Mathews III. is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bernard Lyle Mathews III
11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

At all times relevant to this complaint Defendant Bernard Lyle Mathews III was a person, an attorney with the Vacek Law firm a.k.a. Vacek & Freed PLLC, engaged in the practice of law at 11777 Katy Freeway, Suite 300 South, Houston, Texas 77079.

11. Defendant Neal E. Spielman is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

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

At all times material to this complaint Defendant Neal E. Spielman was a person engaged in the practice of law at 1155 Dairy Ashford, Suite 300, Houston, Texas 77079.

12. Defendant Bradley Featherston is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bradley E. Featherston
Featherston Tran PLLC
20333 State Highway 249, Suite 200
Houston, Texas 77070

At all times material to this complaint Defendant Bradley Featherston was a person engaged in the practice of law at The Mendel Law Firm, L.P., 1155 Dairy Ashford, Suite 104, Houston, Texas 77079.

13. Defendant Stephen A. Mendel is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079

At all times material to this complaint Defendant Stephen A. Mendel was a person engaged in the practice of law at 1155 Dairy Ashford, Suite 104 Houston, Texas 77079

14. Defendant Darlene Payne Smith is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Darlene Payne Smith
Crain, Caton & James
Five Houston Center, 17th Floor
1401 McKinney, Suite 1700
Houston, Texas 77010

At all times material to this complaint, Defendant Darlene Payne Smith was a person engaged in the practice of law at 1401 McKinney, Suite 1700, Houston, Texas 77010.

15. Defendant Jason Ostrom is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Jason Ostrom
Ostrom Morris, PLLC
6363 Woodway, Suite 300
Houston, Texas 77057

At all times relevant to this complaint, Defendant Jason Ostrom was a person engaged in the practice of law at 5020 Montrose Blvd., Suite 310, Houston, Texas 77079.

16. Defendant Gregory Lester is an adult resident citizen of Texas with a principal place of business in Harris County, Texas and may be served with process at:

Gregory Lester
955 N Dairy Ashford Rd # 220
Houston, Texas 77079

At all times material to this complaint Defendant Gregory Lester was a person engaged in the practice of law at 955 N Dairy Ashford Rd # 220, Houston, Texas 77079.

17. Defendant Jill Willard Young is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Jill Willard Young
MacIntyre, McCulloch, Stanfield and Young LLP
2900 Wesleyan, Suite 150
Houston, Texas 77027

At all times material to this complaint Defendant Jill Willard Young was a person engaged in the practice of law at 2900 Wesleyan, Suite 150, Houston, Texas 77027.

18. Defendant Christine Riddle Butts is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Christine Riddle Butts
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At all times material to this complaint, Defendant Christine Riddle Butts was a person, an elected State official occupying the office of Judge of Harris County's Probate Court No. 4, a position of public trust charged with the preservation of public justice, liable in her individual capacity for the non-judicial acts complained of herein.

19. Defendant Clarinda Comstock is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Clarinda Comstock
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At all times material to this complaint, Defendant Clarinda Comstock was a person, an Associate Judge of Harris County Probate Court No. 4, a position of public trust charged with the preservation of public justice, liable in her individual capacity for the non-judicial acts complained of herein.

20. Defendant Toni Biamonte is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Toni Biamonte
Office of the Court Reporter
Harris County Civil Courthouse
201 Caroline
Houston, Texas 77002

At various times relevant to this Complaint, Defendant Toni Biamonte was a person, employed as an Official Court Reporter at the Harris County Civil Courthouse, 201 Caroline, Houston, Texas 77002.

21. Defendant Bobbie Bayless is an adult resident citizen of Texas, with a principal place of business in Harris County, Texas and may be served with process at:

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098

At all times material to this complaint, Defendant Bobbie G. Bayless was a person engaged in the practice of law at 2931 Ferndale Houston, Texas 77098.

22. Defendant Anita Brunsting is an individual person, resident citizen of Victoria County, Texas, not a state actor, and may be served with process at:

Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, Texas 77904

23. Defendant Anita Brunsting owes fiduciary obligations to Plaintiff Curtis and has breached those fiduciary duties. Each of the above named Defendants were fully aware of the fiduciary duties Anita Brunsting owed to Plaintiff Curtis when they aided and abetted Anita's breach of those fiduciary duties.

24. Defendant Anita Brunsting is proximately related to Harris County Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, through her attorneys: Co-Defendants, Bradley Featherston and Stephen Mendel and co-conspirator Defendant Candace Kuntz-Freed.

25. Defendant Amy Brunsting is an individual person, resident citizen of Comal County, Texas, not a state actor, and may be served with process at:

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132

26. Defendant Amy Brunsting owes fiduciary obligations to Plaintiff Curtis. Each of the above named Defendants was fully aware of the fiduciary duties owed to Plaintiff Curtis by Amy Brunsting when they aided and abetted Amy's breach of those fiduciary duties.

27. Defendant Amy Brunsting is proximately related to Harris County Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, through her attorney, Defendant Neal Spielman and co-conspirator Defendant Candace Kuntz-Freed.

28. At all relevant times, each RICO Defendant above-named was a "person" within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

PLAINTIFFS

29. Plaintiff Candace Louise Curtis (Curtis) is a citizen resident of California and, as set forth in the following paragraphs of this Complaint, Plaintiff Curtis has standing to bring this action as provided at 18 U.S.C. 1964(c) because she has suffered concrete financial injury to her business and property rights proximately caused by the Defendants' conspiracy to violate 18 U.S.C. §1962(c) as set forth in this Complaint.

30. At all times material to this complaint Plaintiff Curtis was a citizen resident of California and, as set forth in the following paragraphs of this Complaint, is actively engaged in defending her property interests in Harris County Texas Probate Court No. 4, an enterprise which engages in and the activities of which affect interstate and foreign commerce, and has standing to bring this action as provided at 18 U.S.C. 1964(c) and 42 U.S.C. §§1983, 1985 and 1988(a) having suffered tangible injury to business and property as the actual and proximate result of Defendants' color of law criminal conduct.

31. Plaintiff Curtis is a member of the body politic of this nation, entitled to and having a property interest in honest government and, because the issues raised herein affect the public interest at large, Plaintiff Curtis also has standing to bring this action on behalf of the public trust as a Private Attorney General, under the Racketeer Influenced Corrupt Organization Statutes, codified at 18 U.S.C. §§1961-1968 as hereinafter more fully appears.

32. At all times material to this complaint Plaintiff Rik Wayne Munson (Munson) was a citizen resident of California. Plaintiffs Munson and Curtis have been domestic partners for nine years, with overlapping business activities. Munson has also suffered tangible harm to his business and property proximately caused by Defendants' criminal color of law conduct.

33. Munson is a member of the body politic of this nation, entitled to and having a property interest in honest government and, because the issues raised herein affect the public interest at large, Munson also has standing to bring this action on behalf of the public trust as a Private Attorney General, under the Racketeer Influenced Corrupt Organization Statutes, codified at 18 U.S.C. §§1961-1968 as hereinafter more fully appears.

34. Plaintiffs can be served at 218 Landana Street, American Canyon, California 94503-1050.

IV. CLAIM 1
18 U.S.C. §1962(d) the Enterprise

Harris County Probate Court No. 4

35. At all times material to this Complaint:

36. Harris County Probate Court No. 4 constituted an "enterprise" within the meaning of Title 18 United States Code Section 1961(4), (hereinafter, "the enterprise"), a legal entity, which was engaged in, and the activities of which affected interstate and foreign commerce.

37. Harris County Probate Court was created by statute to administer, apply, and interpret the laws of the State of Texas in a fair and unbiased manner without favoritism, extortion, improper influence, personal self-enrichment, self-dealing, concealment, or conflicts of interest.

38. As a statutory state probate court the Harris County Probate Court was involved in various aspects of interstate and foreign commerce including, but not limited to, the adjudication of lawsuits involving parties residing or based outside the state of Texas; lawsuits involving properties in other states and in foreign nations; lawsuits involving property under the control of corporations, insurance companies, and other large business entities that conduct national and international business and pay litigation costs, judgments, and settlements, out of

funds derived from doing national and international business affecting interstate and foreign commerce.

39. As a statutory state probate court the Harris County Probate Court has original jurisdiction in cases involving the settling of estates that include titles to land, control over securities, control of large monetary sums, and other matters in which jurisdiction was not placed in another trial court.

40. As a statutory state probate court the Harris County Probate Court was involved in various aspects of interstate and foreign commerce including, but not limited to the settling of estates and the distribution of assets that included real property located in foreign states and countries, along with securities traded under the laws of the United States, and assets held by federally insured banks and brokerage companies.

The Vacek Law Firm a.k.a. Vacek & Freed PLLC

41. The Vacek Law Firm, also known as Vacek & Freed PLLC constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

42. Defendants Albert Vacek Jr. and Candace Kuntz-Freed were employed by or associated with The Vacek Law Firm.

The Mendel Law Firm, LP

43. The Mendel Law Firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

44. Defendants Bradley Featherston and Stephen Mendel were employed by or associated with The Mendel Law Firm.

Griffin & Matthews

45. The Griffin & Matthews law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

46. Defendant Neal Spielman was employed by or associated with the Griffin & Matthews law firm.

Crain, Caton & James

47. The Crain, Caton & James law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4), a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

48. Defendant Darlene Payne Smith was employed by or associated with the Crain, Caton & James law firm.

Bayless & Stokes

49. The Bayless & Stokes law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4) a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

50. Defendant Bobbie Bayless was employed by or associated with the Bayless & Stokes law firm.

MacIntyre, McCulluch, Stanfied & Young LLP

51. The MacIntyre, McCulluch, Stanfied & Young L.L.P Law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4) a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

52. Defendant Jill Willard Young was employed by or associated with the MacIntyre, McCulluch, Stanfied & Young LLP law firm.

V. Enterprise in Fact Association

53. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth.

54. At all times material to this complaint:

55. Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, and Bobbie Bayless, were attorneys and officers of the Court practicing in the Harris County Probate Court, a legal entity, which was engaged in, and the activities of which affected interstate and foreign commerce in the Southern District of Texas and elsewhere within the Jurisdiction of the Court and were thus state actors within the meaning of 42 U.S.C. §1983 and 18 U.S.C. §1951, liable in their individual capacities.

56. At various times material to this complaint Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, and Bobbie Bayless, were persons associated together in fact for the common purpose

of carrying out an ongoing criminal enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity, constituting various "enterprise in fact associations" as defined in Title 18 United States Code Section 1961(4), which engaged in, and the activities of which affected interstate and foreign commerce. (See *Boyle v. United States*, 129 S. Ct. 2237, (2009)).

Harris County Tomb Raiders a.k.a. The Probate Mafia

57. At all times material to this complaint the "Harris County Tomb Raiders" (HCTR) was a secret society of persons, both known and unknown to Plaintiffs, associated together in fact for the common purpose of carrying out an ongoing criminal theft enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats, and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity as hereinafter more fully appears.

58. All Public Actor Defendants are believed to be regular participants in this secret society.

CLAIM 2
The Racketeering Conspiracy 18 U.S.C. 1962(C)

59. From various unknown dates, and continuing thereafter up to and including July 2008, and continuing thereafter up to and including March 9, 2016 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, the Defendants: Candace Kuntz-Freed, Albert Vacek Jr., Bernard Lyle Mathews III, Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, Toni Biamonte, Bobbie Bayless, Anita Brunsting, and Amy Brunsting, together with others known and unknown to Plaintiffs,

being persons employed by or associated with Harris County Probate Court, an enterprise which engaged in, and the activities of which affected interstate and foreign commerce, did at various times unlawfully, willfully and knowingly combine, conspire and agree with each other to violate 18 U.S.C. Sections 1962(c), by participating, directly and indirectly, in the conduct of the affairs of that enterprise through a pattern of racketeering activity involving multiple predicate acts within the meaning of 18 U.S.C. §1961(1) in violation of 18 U.S.C. §1962(c) and (d) to wit:

- a. Conspiracy to deprive the citizens of Texas and other litigants of the honest services of elected officials, 18 U.S.C. §§1341, 1343, & 1346.
 - i. 18 U.S.C. §1341 (Property Mail Fraud);
 - ii. 18 U.S.C. §§1341 and 1346 (Honest Services Mail Fraud);
 - iii. 18 U.S.C. §1343 (Property Wire Fraud);
 - iv. 18 U.S.C. §§1343 and 1346 (Honest Services Wire Fraud);
- b. State Law Theft - Texas Penal Codes 31.02 and 31.03 and Hobbs Act Extortion 18 USCS §1951(b)(2) and 2;
- c. Tampering with a federal judicial proceeding by false affidavit, 18 U.S.C. §§402, 1001 and 2 (overlap with 18 U.S.C. §§1503, 1505, 1512, 1621, 1622 and 1623; perjury, subornation of perjury, and false declarations).
- d. Obstruction of Justice and conspiracy to obstruct Justice, 18 U.S.C. §371-- conspiracy to injure or intimidate any citizen on account of his or her exercise or possibility of exercise of Federal right (overlap with 18 U.S.C. §§1503, 1510, 1512, and 1513)

e. Suborning perjury, 18 U.S.C. §1622, may also be an 18 U.S.C. §1503 omnibus clause offense.

f. Spoliation: Destruction or concealment of evidence or attempts to do so, 18 U.S.C. §1512(c) conspiracy (18 U.S.C. §1512(k))

g. Misapplication of fiduciary in excess of \$300,000 Texas Penal Codes §§32.45, theft 31.02, 31.03

h. Illegal Wiretapping in violation of Texas Penal Code §16.02 and 18 U.S.C. §2511 (§§2510-22), as amended by the Electronic Communications Privacy Act (ECPA) (Pub. L. 99-508; 10/21/86) Title III of the Omnibus Crime Control and Safe Streets Act of 1968, (Pub. L. 90-351; 6/19/68), also known as the "Wiretap Act"

i. Identity Theft 18 U.S.C. §1028(a)(7)

j. False Instruments used to commit Banking Fraud 18 U.S.C. §1344

k. False Instruments used to commit Sections 18 U.S.C. §§1341, 1343 & 1346 (Property and Honest Services Mail and Wire Fraud)

l. False Instruments used to commit Extortion 18 U.S.C. §1951(b)(2) and 2

m. Aiding and abetting each of the above, (all actors, all counts) 18. U.S.C. §371

n. Conspiring to promote, conceal and protect predicate activities (a-m above) from discovery, investigation and prosecution by legitimate governmental interests.

60. The above enumerated "RICO Defendants" did unlawfully, willfully, and knowingly combine, conspire, and agree with each other and with other persons known and

unknown to Plaintiffs to violate 18 U.S.C. §1962(c) as described herein, in violation of 18 U.S.C. §1962(d).

61. In connection with the acts and omissions alleged in this Complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate public switched telephone network wire and cellular telephone communications, and the facilities of the national securities exchange.

62. Upon information and belief, these Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and that the participation and agreement of each of them was necessary to facilitate the commission of this pattern of racketeering activity.

63. Upon information and belief, each above-named RICO Defendant agreed to conduct or participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S. C. §1962(c) and (d).

64. Each RICO Defendant knew about and agreed to facilitate the Enterprise's scheme to obtain property from Plaintiffs.

65. It was part of the conspiracy that the RICO Defendants and their co-conspirators would commit a pattern of racketeering activity in the conduct of the affairs of the Enterprise, including aiding, abetting, promoting and concealing the racketeering activity and predicate acts hereinafter set forth.

66. It was part of the racketeering conspiracy that through the use of estate plan instruments Defendants, acting in concert both individually and severally, would and did

intercept assets intended for the heirs of estates that pass through Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce.

67. It was part of the racketeering conspiracy that through the use of trust instruments Defendants, acting in concert, both individually and severally, would and did intercept assets intended for beneficiaries of trusts that pass through the Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce.

68. It was part of the racketeering conspiracy that “trust and estate plan attorneys” would use the “Doctrine of Privity” to shield their part in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

69. It was part of the racketeering conspiracy that attorneys participating in the scheme and artifice to deprive would use the Texas Attorney Immunity Doctrine to shield their part in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

70. It was part of the racketeering conspiracy that judges participating in the scheme and artifice to deprive would use the doctrines of Judicial, Qualified and Absolute Immunity to shield their participation in the pattern of racketeering activity from possible culpability or any liability to the intended victims of the inheritance expectancy interception scheme.

71. It was part of the racketeering conspiracy that through the use of guardianship actions Defendants, acting in concert, both individually and severally, would and did use the

Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce, to judicially kidnap and rob the elderly, our most vulnerable citizens, of their freedom, dignity, fundamental human and civil rights and property accumulated throughout a lifetime, often also robbing heirs and beneficiaries of familial relations and inheritance expectancies.

72. It was part of the racketeering conspiracy that Defendants would commit violations of constitutionally protected rights under the guise of a statutory scheme.

73. It was understood that each conspirator would participate in the commission of at least two acts of racketeering activity in the conduct of the affairs of the enterprise, as part of the racketeering conspiracy.

74. It was also a part of the racketeering conspiracy that Defendants, acting in concert, both individually and severally, would and did promote, conceal, and otherwise protect the purposes of the racketeering activity from possible criminal investigation and prosecution as hereinafter more fully appears.

VI. Purposes of the Racketeering Activity

75. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth and alleges that:

76. From an unknown date and continuing thereafter up to and including the specific events complained of herein, these Defendants, in concert with persons both known and unknown to Plaintiffs, individually and severally, conspired to participate and did participate in an organized criminal consortium for the purpose of actively redirecting trust, estate and other

third party property into the state probate courts, where Defendants operate to convert third party property to their own unjust self-enrichment.

77. It was a purpose of the racketeering activity that Defendants, acting in concert, both individually and severally, would and did loot assets held by private trusts and estates against the will of the victims, family members, and friends, through the use of guardianship protection statutes and other schemes.

78. It was a purpose for the racketeering activity that trust and estate plan attorneys acting in concert with other attorneys and with persons both known and unknown to Plaintiffs, would and did exploit the elders of our society for the purpose of syphoning off the assets of our eldest and most vulnerable citizens through the aforementioned schemes and artifices, as exemplified herein and elsewhere in the public domain and as hereinafter more fully appears.

79. The purpose for the racketeering activity was to facilitate the looting of wealth, also known as **Involuntary Redistribution of Assets** (IRA) from its rightful owners, for the unjust enrichment of attorneys and other legal professionals operating out of state probate courts, including but not limited to Harris County Probate Court No. 4 and these co-conspirator Defendants.

80. The specific quid pro quo method of profit sharing is unknown to Plaintiffs but appears to include political aspiration, judicial favors, campaign contributions, bribes and kickbacks, cronyism and “Good Ole Boy” networking.

81. The conclusion that there is a reciprocal stream-of-benefits necessarily flows from the facts of the in-concert illegal activities of the co-conspirators, as exemplified herein.

82. Based upon personal knowledge and upon information and belief Plaintiffs allege that:

83. The above enumerated "RICO Defendants" unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate 18 U.S.C. §1962(c) as described herein, in violation of 18 U.S.C. § 1962(d).

84. Upon information and belief, Each RICO Defendant knew about and agreed to facilitate the Enterprise's scheme to obtain property from Plaintiff and others, and to participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. §1962(c).

85. The RICO Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and that the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. §1962(d).

86. Each of the above named RICO Defendants conducted or participated, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a "pattern of racketeering activity" within the meaning of 18 U.S.C. § 1961 (5) and in violation of 18 U.S.C. § 1962(c) & (d), to wit:

Commercial Purpose

87. The constituent members comprising each ENTERPRISE are engaged in a concerted campaign to extort, defraud, trick, deceive and corruptly persuade their client victims (probate court litigants) to exercise proprietary control over, and extract maximum value from,

the target trust and/or estate, in much the same way a bankruptcy trustee operates to control a bankruptcy estate.

88. Further, in unfairly protecting their commercial purposes, each ENTERPRISE operative works with the others to harass, threaten, abuse, denigrate, impugn, threaten, and intimidate litigants, competitors, critics, reformers, and others.

89. The various ENTERPRISES operate as a “cabal”, a semi-private, sometimes secret, informal affiliation of entities with public presence and identity that is wholly or partially inaccurate and misleading as to the true goals, affiliations, and processes of the cabal.

90. The ENTERPRISES achieve their respective purposes by collusion among operators and affiliates, who in their COMMERCIAL SPEECH represent to their clients that the relationships among the members are in compliance with legal and ethical PROFESSIONAL DUTIES when they, in fact, are not.

91. Funded by fraudulent exploitation of the parties, ENTERPRISE operators and affiliates engage in bribery, exchanging value, emoluments, patronage, nepotism, and/or kickback schemes within their networks to assure system-wide “cash flow” and continued viability and vitality of the ENTERPRISES.

92. ENTERPRISES refuse such cooperation with non-affiliates, thereby barring potential competitors. These bars include fraudulently manipulated referrals, representations, certifications, nepotism, illegal antitrust tactics, and manufactured pitfalls to support the pervasive “who you know” method the cabal uses in defiance of the rule of law.

93. Probate Mafia operators, like the attorney Defendants here, regularly breach one or more of their PROFESSIONAL DUTIES of loyalty, zealous advocacy, fiduciary

responsibility, and professional competence through one or more “false flag” frauds to induce, deprive, or deceive clients and other litigants not schooled in the law. These “False Flag” maneuvers involve one or more COMMERCIAL SPEECH misrepresentations to unsophisticated layperson parties, thereby depriving them of the benefits of legitimate legal professional services and perpetrating fraud upon the Court.

94. Probate Mafia operatives have developed numerous pernicious tools to maximize their benefits from the wealth redistribution. A prominent artifice is the “independent” appointee that appears in virtually every case.

95. Probate Mafia schemes and artifices also include such practices as Poser Advocacy. “Poser Advocacy” is the practice and sale of what appears to be the practice of law to inexperienced parties. Attorneys engaging in poser advocacy act to appeal to their client’s emotions, greed, or other untoward ends to generate fees, with no beneficial legal work performed.

96. Poser Advocates write angry letters, exchange worthless formwork discovery, and repeatedly file baseless amendments and motions with no hope of productive benefit, for the sole purpose of generating a bill.

97. In the more sophisticated commercial legal marketplace poser advocacy is not tolerated, as clients insist upon, and attorneys abide by, legitimate practice and ethical standards.

98. Because of the unique nature of the clients and market, Probate Mafia members like these are generally able to pass off Poser Advocacy as if it was real legal work. It is not.

99. In the Probate Mafia enterprise scheme of things the familial wealth hijacker represents an exploitation opportunity and, as such, receives special attention.

VII. Means and Methods of the Racketeering Conspiracy

100. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth and alleges that:

101. It was a part of the racketeering conspiracy that a modern day criminal cabal through a network of probate lawyers, judges, court appointed administrators, guardians, social workers, doctors and “care facilities” would use county courtrooms relying upon the judicially created and judicially enlarged doctrine of absolute judicial immunity, the Texas Attorney Immunity Doctrine, the Doctrine of Privity and the Probate Exception to federal diversity jurisdiction as a license to steal money and other liquid assets and to liquidate their victims’ real and other property for their own unjust self-enrichment, all without their victim’s consent and over their objections.

102. This looting has been given the appearance of legitimacy under the health and welfare label of “guardianship protection” stealing not only assets, but also the due process rights, liberty, and human dignity of their victims.

103. It was a part of the conspiracy that Defendants would and did use the Harris County Probate Courts and the offices of Judge to deprive the citizens of Texas and other litigants, of their right to the honest services of elected officials, while promoting, concealing, and otherwise protecting the purposes of the racketeering activity from possible criminal investigation and prosecution.

104. It was part of the racketeering conspiracy that Defendants would and did use the various probate instruments and legal artifice and that acting in concert, both individually and severally, Defendants would and did siphon off assets rightfully belonging to others.

105. It was part of the racketeering conspiracy that the various probate instruments would be and were designed to facilitate falsifications and alterations and that the enterprise participants would be selectively blind to the obvious inconsistencies, avoiding any questions of forgery or fraud appearing in the public record.

106. It was part of the racketeering conspiracy that Defendants acting individually and in concert would and did use the Harris County Probate Courts and the offices of Judge to trap litigant victims in an endless cycle of delay and expense until the victims were forced to settle for the least injustice in order to walk away with even a meager portion of what rightfully belongs to them from the onset.

107. It was part of the racketeering conspiracy that Defendants acting individually and in concert would obtain and did attempt to obtain improper dominion over the property of Plaintiff Curtis and others, attempting to obtain consent induced by the wrongful use of actual and threatened force, violence and fear of economic harm to Plaintiff Curtis' rights in property, using the 8/25/2010 extortion instrument, hereinafter more fully described.

108. It was part of the racketeering conspiracy that unscrupulous attorneys who market trust and estate plan instruments promising to provide asset protection, minimize taxes, avoid probate, and avoid guardianship, acting individually and in concert, would engage in the redirection of family trusts into the hands of the "Probate Cabal" by undermining those products when the aging client weakens and by generating conflicts amongst the beneficiaries, thus delivering their client's prosperity to the exact evil that victims were guaranteed protection from.

109. It was part of the racketeering conspiracy that Defendants, for their own unjust self-enrichment, acting individually and in concert, would use the Harris County Probate Court and the appearance of legitimacy that attaches to public offices and officers to manipulate and

game the legal process in ways that deprived citizens who came before the court of rights guaranteed and protected by our state and federal constitutions.

110. In the matter from which these RICO claims arise, “Curtis v Brunsting”, both the estate instruments and the inter vivos family trust agreements were the vehicles used by Defendant enterprise acolytes to foster and maintain the estate and trust looting probate litigation that Decedents were promised the trust would, but did not, provide protection from.

111. As an actual consequence and proximate result of the actions of the very people who sold the Brunstings “Peace of Mind”, promising that their products and services would provide protection from probate, the Brunsting trust and estate are caught in probate stasis.

112. Defendants, in concert, have maintained the litigation and are holding the Brunsting trusts hostage to a settlement agreement that will include the attorneys’ fees getting paid from the trust corpus, in direct opposition to the Grantors express intentions.

113. In the case in point, Plaintiff/Beneficiary Curtis was at the precipice of legal victory and the enterprise stepped in to redirect the outcome away from the public record to a mediation/ADR bait-and-switch, in which the outcome is predetermined by the personal interests of enterprise acolytes and not by law.

114. In pursuit of that plan Plaintiff Curtis is being coerced into a staged mediation, with Defendants who have demonstrated no intention of honoring any legal or moral obligations.

115. It is also part of the conspiracy that the true purpose of mediation is to convert the controversy from breach of the trust agreement and the drafting of false instruments, into discussions regarding breach of a mediated settlement agreement which, like the family trust agreement and remand agreement, is certain to also not be honored by the acolytes.

116. In this way enterprise acolytes maximize the take while preventing the dirt from floating to the surface of the public record, and promoting, concealing, and otherwise protecting the purposes of the racketeering activity from possible criminal investigation and prosecution.

117. In the case in point, the probate Court judges and the attorneys are holding settlement of the Brunsting family of trusts hostage to the payment of attorneys' fees.

118. The controversy is over on the pleadings and Plaintiff Curtis prevails as a matter of law, but the lawyers and judges will not allow any resolution that does not have the lawyers walking away with the lion's share of the family inheritance, nor any solution that allows the facts to be compiled on the public record.

119. Defendant Candace Freed is neatly sequestered in the District Court so that she will never be confronted by a legitimate plaintiff and there is no executor occupying the office. There is no docket control order or trial date, and summary judgment motions were swept off the table on the very last day in which summary judgment motions were to be heard and the summary judgment motion hearing became a hearing on a motion for protective order regarding dissemination of illegally obtained wiretap recordings, in furtherance of a pattern of racketeering activity as hereinafter more fully appears.

VIII. Predicate Acts and Actors

120. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth:

CLAIM 3 (Honest Services) 18 U.S.C. §1346 and 2

121. From an unknown date, known to be on or before July 21, 2015 and continuing thereafter up to and including September 10, 2015 and continuing thereafter up to and including March 9, 2016 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive, Defendants Neal Spielman, Bradley Featherston, Stephen Mendel, Greg Lester, Christine Butts, Clarinda Comstock, Jill Young, and Toni Biamonte, being “persons” employed by or associated with Harris County Texas Probate Court, an enterprise which engages in and the activities of which affect interstate and foreign commerce, together with persons both known and unknown to Plaintiffs, individually and severally, did unlawfully, willfully and knowingly conspire to alter the course of justice under color of official right, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, in that Defendants conspired to redirect civil litigation away from the public record to a staged mediation planned for the purpose of obtaining Plaintiff Curtis’ property by consent, using disinheritance threats, that in order to get any of her property at all she will have to agree to “settle”, for the purpose of adding delay and increasing expense, for bringing further extortion pressure to bear, to intimidate, for the purpose of holding the money cow trust hostage for attorney fee ransoms, for the purpose of avoiding summary judgment hearings thus preventing evidence of the racketeering conspiracy from reaching the public record, for the purpose of diverting the discussion away from breach of the ruptured and looted trust agreement to argument over breach of a mediated settlement agreement, all in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in that:²

² Also violations of 18 U.S.C. §242 and 42 U.S.C. §§1983, 1985 and right of claims under §1988 also including in concert aiding and abetting public and private breach of fiduciary and misapplication of fiduciary.

CLAIM 4 - (Honest Services) 18 U.S.C. §1346 and 2

122. On or about September 10, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Bradley Featherston, Greg Lester, Christine Riddle Butts, Clarinda Comstock, Jill Willard Young, and Toni Biamonte, did unlawfully, willfully and knowingly conspire to alter the course of justice, under color of official right, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in violation of 18 U.S.C. §1346:

CLAIM 5 - (Honest Services) 18 U.S.C. §1346 and 2;

CLAIM 6 - (Wire Fraud) 18 U.S.C. §1343 and 2;

CLAIM 7 - (Fraud) 18 U.S.C. §1001 and 2;

CLAIM 8 (Theft/ Hobbs Act Extortion) Texas Penal Codes 31.02 & 31.03 and 18 U.S.C. §1951(b)(2) and 2;

CLAIM 9 (Conspiracy to Obstruct Justice) 18 USAC §371;³

123. On or about January 14, 2016, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Gregory Lester and Jill Willard Young did unlawfully, willfully and knowingly conspire to alter the course of justice for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive by electronically filing a fictitious report into the Harris County Probate Court No. 4, an enterprise which engages in and the activities of which affect interstate and foreign commerce, as part of the conspiracy entered into on or before September 10, 2015 and in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in violation of 18 U.S.C. §§371, 1001, 1346, 1343, 1951(b)(2) and 2 – Texas Penal Codes 31.02 and 31.03.

³ Also violations of 18 U.S.C. §242 and 42 U.S.C. §§1983, 1985 and right of claims under §1988 also including in concert aiding and abetting public and private breach of fiduciary and misapplication of fiduciary.

CLAIM 10 - (Honest Services) 18 U.S.C. §1346 and 2;

CLAIM 11 - (Fraud) 18 U.S.C. §1001 and 2;

CLAIM 12 (Theft) Texas Penal Codes 31.02 & 31.03/ Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2;

CLAIM 13 (Conspiracy) 18 USAC §371 and 2;

124. On or about March 9, 2016, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Stephen A. Mendel, Gregory Lester, Bobbie Bayless, and Clarinda Comstock did unlawfully conspire to alter the course of justice, under color of official right, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, entered into on or before July 2015, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce involving violations of 18 U.S.C. §§371, 1001, 1346, 1343, 1951(b)(2) and 2, and 42 U.S.C. §§242, 1983 and 1985 and Texas Penal Codes §§31.02 and 31.03. 32.21.

125. As part of the racketeering conspiracy Defendants, acting in concert, both individually and severally, acted together to promote, conceal, and otherwise protect the purposes of the racketeering activity from possible criminal investigation and prosecution.

CLAIM 14 (Illegal Wiretap) Texas Penal Code 16.02 and 18 U.S.C. §2511 and 2⁴

126. From an unknown date, including but not limited to March and April of 2011, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, Defendants Anita Brunsting and Amy Brunsting acting individually and in concert with persons both known and unknown to Plaintiff Curtis, conspired to unlawfully,

⁴ Texas Penal Code 16.02 and 18 U.S.C. §2511 (§§2510-22) Texas Civil Wire Tap Act found at Tex. Civ. Prac. & Rem. Code, Title 123 as amended by the Electronic Communications Privacy Act (ECPA)(Pub. L. 99-508; 10/21/86) Title III of the Omnibus Crime Control and Safe Streets Act of 1968, (Pub. L. 90-351; 6/19/68), also known as the "Wiretap Act".

willfully and knowingly intercept and did unlawfully intercept, record, possess, conceal, manipulate and selectively disseminate illegal wiretap recordings of private telephone conversations intercepted by use of an electronic recording device attached to the telephone line of Nelva Brunsting, in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce in that:

CLAIM 15 - Dissemination of illegal wiretap Recordings by mail 18 U.S.C. §§1341 and 2

127. On or about July 1, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, for the purpose of executing or attempting to execute the scheme and artifice to defraud and deprive, Defendants Anita Brunsting and Bradley Featherston, aided and abetted by persons known and unknown to Plaintiffs and aiding and abetting persons known and unknown to Plaintiffs, did unlawfully, willfully and knowingly cause illegal wiretap recordings of private telephone conversations between Carl Brunsting and his wife Drina Brunsting, to be delivered by certified mail to Plaintiff Curtis and the third party attorneys for parties in multiple pending lawsuits, in violation of 18 U.S.C. §2511(1)(c) and Texas Penal Code 16.02. The illegal wiretap recordings selectively disseminated on CD-ROM, are believed to have been made on or about March and April 2011. The CD contained items which were Bates numbered 5814 to 5840. Included among those items were the following four audio recordings:⁵

CLAIM 16 - Illegal Wiretap (Tampering and Manipulation)

(1) a 43 second phone conversation between Carl and his mother which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5836.wav);

⁵ Excerpted from Carl Brunstings Motion for Protective Order filed July 17, 2015.

CLAIM 17 - Illegal Wiretap (Tampering and Manipulation)

(2) a phone conversation lasting 6 minutes and 44 seconds between Carl and Drina which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5837.wav);

CLAIM 18 - Illegal Wiretap (Manipulation)

(3) a telephone conversation lasting 19 minutes and 18 seconds between Carl and Drina which, according to the file properties, was both created and modified on April 22, 2011 (Brunsting 5838.wav); and

CLAIM 19 - illegal wiretap (Manipulation)

(4) a telephone conversation lasting 8 minutes and 53 seconds between Carl and Drina which, according to the file properties, was both created and modified on March 21, 2011 (Brunsting 5839.wav).

CLAIMS 20 and 21 Illegal Wiretap, in Concert Aiding and Abetting: Spoliation, Destruction or Concealing Evidence 18 U.S.C/ §§1512(c) conspiracy 1512(k) & 1519 and 2

128. On July 21, 2015 in the southern district of Texas and elsewhere within the jurisdiction of the Court, Counsel for Anita Brunsting - Bradley Featherston, Counsel for Amy Brunsting - Neal Spielman, and Counsel for Carole Anne Brunsting - Darlene Payne Smith, filed in-concert objections to the application for protective orders filed by Carl Brunsting, and while objecting to the protective order and arguing the recordings contained relevant and admissible evidence, Defendants Bradley Featherston, Neal Spielman, and Darlene Payne Smith simultaneously objected to qualifying the recordings in any way and just like the infamous

8/25/2010 extortion instrument, when confronted with demands for a show of proof they are unwilling to bring forth any evidence, and none of them claim to know anything individually.

129. Implicit in the assertion the recordings were relevant and the content admissible, Defendants claimed to possess personal knowledge that: “(1) the recording device was capable of recording the events offered in evidence; (2) the operator was competent to operate the device; (3) the recording is authentic and correct; (4) changes, additions, or deletions have not been made in the recording; (5) the recording has been preserved in a manner that is shown to the court; (6) the speakers on the tape are identified; and (7) the conversation elicited was made voluntarily and in good faith, without any kind of inducement.”

130. Defendants have obtained, possessed, manipulated and disseminated illegal wiretap recordings and are now concealing:

- a. The device used
- b. The original wiretap media
- c. Other wiretap recordings
- d. The chain of custody

CLAIM 22 - Conspiracy to Obstruct Justice

131. On or about July 22, 2015 in the southern district of Texas and elsewhere within the jurisdiction of the Court, Defendants Bobbie Bayless, Clarinda Comstock, and Neal Spielman, aided and abetted by persons known and unknown to Plaintiffs and aiding and abetting persons known and unknown to Plaintiffs, did unlawfully, willfully and knowingly combine, conspire and agree with each other to obstruct and conceal evidence and engage in predicate acts including but not limited to 18 U.S.C. §§1512(c) conspiracy 1512(k), 1519 and 18

U.S.C. §§1951(b)(2) and 2, Extortion and Texas Penal Codes §§31.02, 31.03 and 32.21 (theft/extortion) by removing Summary Judgment Motions from Calendar and creating stasis, as part of a conspiracy to deprive Plaintiff Curtis of an impartial forum (18 USC §§242) , access to the Courts (42 U.S.C. §1983) substantive due process, (42 U.S.C. §1985) equal protection, and (Texas Penal Code §§31.02 and 31.03) property rights.⁶

CLAIM 23 – Conspiracy Re: State Law Theft/ Extortion - in Concert Aiding and Abetting

132. From an unknown date and continuing thereafter up to and including July 21, 2015 and continuing thereafter up to and including September 10, 2015 and March 9, 2016 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Neal Spielman, Bradley Featherston, Stephen A. Mendel, Gregory Lester, Christine Riddle Butts, Clarinda Comstock, Jill Willard Young, and Toni Biamonte, together with persons both known and unknown to Plaintiffs, individually and severally, did unlawfully, willfully and knowingly conspire to obstruct, delay and affect, and did attempt to obstruct, delay and affect, commerce as that term is defined in Title 18, United States Code, Section 1951, and the movement of articles and commodities in such commerce, by extortion under color of official right, as that term is defined in Title 18, United States Code, Section 1951(b)(2), in that Defendants conspired to obtain and did attempt to obtain the property of Plaintiff Candace Louise Curtis, endeavoring to obtain consent induced by the wrongful use of actual and threatened force, violence and fear, in that the Defendants did conspire to use a fictional report, a staged mediation, an extortionist thug mediator, acts obstructing and delaying justice, and the forged extortion instrument, to make threats with the intention of instilling fear of economic

⁶ 18 U.S.C. §2: In concert aiding and abetting: Public Services Fraud, Breach of Fiduciary, Misapplication of Fiduciary, Concealing evidence of forgery (Texas Penal Code §32.21) and racketeering.

harm in Plaintiff Curtis in furtherance of a pattern of racketeering activity affecting interstate and foreign commerce.

CLAIM 24 - State Law Theft/ Hobbs Act Extortion 18 U.S.C. 1951(b)(2) and 2

133. On or about August 25, 2010, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Candace Freed and Anita Brunsting did unlawfully, knowingly and intentionally further a conspiracy to obstruct, delay and affect, and did attempt to obstruct, delay and affect commerce, and the movement of articles and commodities in such commerce, by extortion under color of official right, as that term is defined in Texas Penal Codes 31.02 and 31.03 and Title 18, United States Code, Section 1951, in that Defendant Candace Freed, with persons both known and unknown to Plaintiffs, did conspire to obtain improper dominion over the assets of the Brunsting family of trusts and the expected property of Plaintiff Curtis, by collaborating to obtain consent induced by the wrongful use of threatened force, violence and fear, in that Defendant Candace Freed did implement the Vacek design in drafting the heinous 8/25/2010 “Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement” (hereinafter the “8/25/2010 QBD” or “Extortion Instrument”). Such instrument was, in fact, used to make threats and to instill fear of economic harm in the victims of the inheritance theft conspiracy, for which the extortion instrument was created, along with other intended illicit purposes as hereinafter more fully appears.

CLAIM 25 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 26 – Wire Fraud 18 U.S.C. §§1343

134. On or about October 23, 2010, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting knowingly and intentionally

furthered the extortion conspiracy by emailing the extortion instrument (8/25/2010 QBD) to Plaintiff Curtis, along with trust instruments, in violation of 18 U.S.C. §§1343 and 1951.

CLAIM 27 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 28 – Mail Fraud 18 U.S.C. §§1341

135. On or about June 4, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting knowingly and intentionally furthered the extortion conspiracy in her response to Plaintiff Curtis' first interrogatories. At item number 15 page 6, Anita uses the heinous extortion instrument to threaten Carl and Candace, both of whom are victims of Anita's felony thefts in violation of 18 U.S.C. §§1951.

136. Defendants Anita Brunsting and Bradley Featherston placed the June 4, 2015 response to interrogatories containing extortion threats for delivery with the U.S. Postal Service in violation of 18 U.S.C. §1341.

CLAIM 29 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 30 – Wire Fraud 18 U.S.C. §§1341

137. On or about February 18, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Amy Brunsting knowingly and intentionally furthered the extortion conspiracy in her response to Plaintiff Curtis' second application for distribution. On page 7, Amy Brunsting and her Counsel Neal Spielman advance threats using the heinous extortion instrument in violation of 18 U.S.C. §1951(b)(2) and 2, knowing full well that it is not a legitimate instrument by any measure.

138. Defendants Amy Brunsting and Neal Spielman placed the June 4, 2015 response to interrogatories containing extortion threats for delivery with the U.S. Postal Service in violation of 18 U.S.C. §1341, 1951(b)(2) and 2.

CLAIM 31 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 32 – Mail Fraud 18 U.S.C. §§1341

139. On or about June 25, 2015, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Amy Brunsting and her Counsel, Defendant Neal Spielman unlawfully, willfully and knowingly advanced threats using the heinous extortion instrument in Amy's response to Plaintiff Curtis' Request for Production, delivered USPS in violation of 18 USC §§1341, 1951.

CLAIM 33 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 34 – Mail Fraud 18 U.S.C. §§1341

140. On or about December 5, 2014, Defendant Anita Brunsting through her Counsel, Defendant Bradley Featherston, advanced and furthered the extortion conspiracy when Featherston filed Anita's objection to Carl Brunsting and Plaintiff Curtis' applications for distribution. In section F on page 6 Anita uses the extortion instrument to allege that both theft victims Carl and Candace had violated the in terrorem clause in the extortion instrument by defending their beneficial interests, in violation of 18 U.S.C. §1951 and 1341.

“4. If the Court finds the in terrorem clause is enforceable, then Candace and Carl have no right to any distribution from the trust”.

CLAIM 35 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2
CLAIM 36 - Mail Fraud 18 U.S.C. §1341

141. On or about June 4, 2015 in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, in response to Plaintiff Curtis' first interrogatories, at item number 15 page 6, again used the heinous extortion instrument to threaten Carl and Candace, both of whom are victims of Anita's first degree felony thefts, delivered USPS in violation of 18 USC §§1341 and 1951.

CLAIM 37 – Tampering with Federal Judicial Proceeding by False Affidavit 18 U.S.C. §371, 1621 and 2

142. On March 6, 2012, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendants Amy Brunsting and Bernard Lyle Mathews III, aided and abetted by others unknown to Plaintiff and aiding and abetting others unknown to Plaintiff, did corruptly, unlawfully, knowingly, and willfully obstruct, influence, and impede an official proceeding, and did attempt to do so, that proceeding being Candace Louise Curtis v. Anita Brunsting et al., No. 4:12-CV-00592 the United States District Court for the Southern District of Texas, Houston Division, by filing a false affidavit In violation of Title 18, United States Code, Sections 1001, 1512(c)(2), 1623, and 18 U.S.C. §402 and F.R.C.P. Rule 11(b).

CLAIM 38 - Spoliation, Destruction or Concealing Evidence 18 U.S.C. §§1512(c) Conspiracy 1512(k) and 1519 and 2

143. On or about September 10, 2015 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Toni Biamonte as an official court reporter did unlawfully, knowingly and willfully spoliage, destroy or otherwise conceal material evidence of a racketeering conspiracy in violation of 18 U.S.C. §§1512(c) conspiracy 1512(k) and 1519, aiding and abetting the racketeering conspiracy and is, thus, a principal in acts in furtherance of the aforementioned and described conspiracy to violate 18 U.S.C. §1962(c) in violation of 18 U.S.C. §1962(d).

CLAIM 39 - Forgery on Internal Revenue forms 18 U.S.C. §§287, 371, and 1001 and 2

144. On or about June 7, 2011, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, for the purpose of executing or attempting to execute a scheme and artifice to defraud and deprive did unlawfully, knowingly

and willfully apply the Social Security Number, the record identifier used to ensure proper payment of benefits in both the Title II and Title XVI programs, and did forge the signature of Plaintiff Curtis on stock transfer forms, to facilitate the improper transfer of securities by Computershare, an investment services corporation.

CLAIM 40(a-d) - Forgery & False Instruments, Aiding and Abetting Theft, Banking, Wire, Mail and Securities Fraud (Texas Penal Codes 31.02 & 31.03 & 18 U.S.C. §§1001 and 2)

Conspiracy to commit securities, mail, wire and banking fraud,

- a. False Instruments used to trade in Securities 18 USC §§1348/1349 – Securities Fraud, 15 U.S.C. §78aa and 15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the right of claims implied therefrom. (fraudulent trading in securities is civilly and criminally actionable but are not predicate acts)
- b. False Instruments used to commit Banking Fraud 18 U.S.C. §1344
- c. False Instruments used to commit Sections 18 U.S.C. §§1341, 1343 and 1346 (Property Mail and Wire Fraud)
- d. False Instruments used to commit 18 U.S.C. §1951 Hobbs Act Extortion

145. From an unknown date, known to be before July 1, 2008, and continuing thereafter up to and including August 25, 2010 and continuing thereafter up to and including December 21, 2010 and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Candace Kuntz-Freed drafted false instruments, undermining the trust instrument products and estate plan services marketed by Vacek & Freed

PLLC, to facilitate the theft of trust assets by Anita Brunsting, as part of a racketeering conspiracy in that:

146. Anita Brunsting used the illicit July 1, 2008 Appointment of Successor Trustees drafted by Candace Freed to commit acts complained of herein.

147. Anita Brunsting used the illicit August 25, 2010 appointment of successor co-trustees to commit acts complained of herein.

148. Anita Brunsting used the illicit December 21, 2010 appointment of successor trustee to commit acts complained of herein.

149. Freed drafted the illicit 8/25/2010 “Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement” (The Extortion Instrument) in concert with Anita Brunsting, and not at the behest of her client Nelva Brunsting.

150. Anita Brunsting used the illicit 8/25/2010 “Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement” (The Extortion Instrument), in concert with others known and unknown to Plaintiff, to commit the acts of theft and extortion complained of herein.

151. Plaintiff Curtis was damaged in her property rights by Anita Brunsting’s improper use of the illicit instruments drafted by Candace Freed.

CLAIM 41 - Misapplication of fiduciary in excess of \$300,000.00 Texas Penal Code Thefts §§31.02, 31.03, 32.45 (against elderly person Tex. Pen. Cd. 32.45(d))
CLAIMS 42(a–q) Wire, Mail, and Banking Fraud 18 USC §§1341, 1343, 1344 and 2

152. From an unknown date, known to be on or before December 21, 2010 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting, aided and abetted by persons known and unknown to

Plaintiff and aiding and abetting persons known and unknown to Plaintiff, did unlawfully, willfully and knowingly, misapply fiduciary assets in excess of \$300,000 (Texas Penal Code theft §§32.45, 31.02, 31.03) in that:

153. Defendant Anita Brunsting paid her personal credit card debts and made other improper transfers from a trust bank account, in violation of provisions of the family trust, the common law and the Texas trust code. These comingling and misapplication transactions were perfected by electronic funds transfer and the use of the mails.⁷

IX. Non-Predicate Act Civil Claims for Damages

CLAIMS 43 (a-j) Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5)

154. From an unknown date, believed to be on or before December 21, 2010, and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, Defendant Anita Brunsting did unlawfully, willfully and knowingly misapply fiduciary assets in excess of \$300,000 (Texas Penal Code theft §§32.45, 31.02, 31.03). Many of the transactions involved Electronic Funds Transfers and others involved the use of the mails. Many transactions also involved banking and/or securities fraud 18 USC §§1341, 1343, 1344 and 2 and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) in that:

155. May 11, 2011, using the illicit instruments drafted by Defendant Candace Freed, Defendant Anita Brunsting, acting trustee de son tort, unlawfully, knowingly and willfully

⁷ Please see Appendix A attached hereto for a chart of events, dates, transactions and mediums employed. (Securities fraud is not considered a Predicate Act and the securities theft transactions are herein pled in the alternative as misapplications of fiduciary involving wire, mail and banking fraud)

misappropriated and misapplied fiduciary assets by improperly transferring 1120 Shares of Exxon and Chevron securities valued at \$90,854.00 in violation of 18 U.S.C. §1343 (Wire Fraud) and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5)

156. June 15, 2011 using the illicit instruments drafted by Defendant Candace Freed, Defendant Anita Brunsting, acting trustee de son tort, unlawfully, knowingly and willfully misappropriated and misapplied fiduciary assets by improperly transferring 2320 shares of Exxon and Chevron securities valued at \$208,122.80 in violation of 18 U.S.C. §1343 (Wire Fraud) and Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5).

157. Between April 20, 2012 and April 2, 2013 using the illicit instruments drafted by Defendant Candace Freed, Defendants Anita Brunsting, and Amy Brunsting, acting trustees de son tort, unlawfully, knowingly and willfully misappropriated and misapplied fiduciary assets in excess of \$38,000 by paying personal legal liabilities with trust funds from a trust bank account in violation of 18 U.S.C. §1344 (Banking Fraud) and 18 U.S.C. §1343 (Wire Fraud) and §2 (aiding and abetting).⁸

158. Plaintiff Curtis, as a beneficiary and the de jure trustee for the Brunsting trusts, has fiduciary duties interfered with and prevented by the racketeering activity, has beneficial

⁸ Please see appendix A attached here to for a chart of event dates, transactions and mediums employed

property interests in the assets so misapplied and has suffered tangible injury to business and property as a direct and proximate result of all the tortious acts herein claimed.

CLAIM 44 - Conspiracy to violate 18 USC §§242 and 2, & 42 U.S.C. §§1983 and 1985

159. From an unknown date and continuing thereafter in the Southern District of Texas and elsewhere within the jurisdiction of the Court, each of the Defendants herein named, individually and severally, aided and abetted by persons known and unknown to Plaintiff and aiding and abetting persons known and unknown to Plaintiff, did unlawfully, willfully and knowingly conspire together to participate, and did participate, in a scheme or artifice to deprive Plaintiff Curtis of rights, privileges, and immunities secured and protected by the Constitution and laws of the United States, under color of law and color of official right, statute, ordinance, regulation, custom and policy, in violation of 18 USC §§242 and 2, and 42 U.S.C. §§1983 and 1985.

CLAIM 45 - Aiding and Abetting Breach of Fiduciary, Defalcation and Scierter

160. The RICO Defendants understood that Anita and Amy Brunsting owed fiduciary duties to Plaintiff Curtis and that the acts and omissions of Anita and Amy Brunsting were torts and breaches of those duties, and the RICO Defendants aided and abetted Anita and Amy Brunsting's torts and breaches in pursuit of their own unjust self-enrichment anyway.

161. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting breach of fiduciary both before and after the fact, in an exact amount to be proven at trial.

162. Plaintiff is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting breach of fiduciary both before and after the fact.

CLAIM 46 - Aiding and Abetting Misapplication of Fiduciary, Defalcation and Scienter

163. The RICO Defendants understood that Anita and Amy Brunsting owed fiduciary duties to Plaintiff Curtis and that Anita and Amy Brunsting had misapplied fiduciary in excess of \$300,000 and that Plaintiff Curtis had an inheritance expectancy interest in those assets. The RICO Defendants aided and abetted Anita and Amy Brunsting's continued misapplications of fiduciary anyway.

164. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting misapplications of fiduciary both before and after the fact, in an exact amount to be proven at trial.

CLAIM 47 - Tortious Interference with Inheritance Expectancy

165. The RICO Defendants understood that Plaintiff Curtis had an expectancy of an inheritance right. The RICO Defendants intentionally interfered with Plaintiff Curtis' expectancy. The interference was through acts of fraud and duress and the interference was, thus, tortious.

166. As an actual consequence and proximate result, Plaintiff Curtis has been injured in her business and property and is entitled to damages from all Defendants as joint tortfeasers, for in-concert aiding and abetting tortious interference with Plaintiff Curtis' inheritance expectancy, both before and after the fact, in an exact amount to be proven at trial.

IX. Continuity

167. The law and economics of development focuses its attention on the effects that well-functioning legal and judicial systems have on economic efficiency in the development of nations. As studies have shown, a factor that has greatly retarded commerce in developing nations is the imperfection of the law and the uncertainty in its application. Entrenched corrupt practices within the public sector (i.e., official systemic corruption) hamper the clear definition and enforcement of laws, and therefore commerce is impeded.

168. Systemic corruption within the public sector can be defined as the systematic use of public office for private benefit that results in a reduction in the quality or availability of public goods and services (Buscaglia 1997a). In these cases, corruption is systemic when a government agency only supplies a public good or service if an otherwise unwilling transfer of wealth takes place from an individual or firm to the public sector through bribery, extortion, fraud, or embezzlement.⁹

169. Widespread corruption is a symptom that the state is functioning poorly. In fact, the entrenched characteristic of official corrupt practices is rooted in the abuse of market or organizational power by public sector officials. Many studies have already shown that the presence of perceived corruption retards economic growth, lowers investment, decreases private savings, and hampers political stability. Moreover, foreign direct investment has demonstrated a special negative reaction to the presence of corruption within the public sectors in developing countries showing that the degree of corruption in importing developing countries also affects the trade structure of exporting countries.

⁹ Although published in a 1999 the Hoover Institute Article written by Eduardo Buscaglia describes the Harris County Probate Court racketeering enterprise operations with this statement and is on all fours with the facts of the case in point.

170. The multi-billion dollar Probate industry is an illicit wealth redistribution empire run by morally bankrupt judges and attorneys, supported by an army of tax-dollar fed “judicial administrators,” and social workers that George Orwell would marvel at.

171. Harris County Probate Court has become the enterprise out of which public corruption operates an institutionalized theft cartel, involved in redistributing the assets of our elderly, and most vulnerable citizens, amongst a cabal of corrupt judges, lawyers and “board certified professionals”.

172. The very people who occupy offices of public trust charged with the preservation of public justice, with the advent of absolute judicial impunity from civil claims, have become the worst organized cartel of predatory criminals in the history of this nation. Genovese, Luciano, Bonanno, Gambino, Lucchese, Capone, Cohen, Nitty, and the Krays would be drooling with envy and admiration, as they could never have built such an invasive and successful criminal empire in the private sector.

173. Judicial Corruption Enterprise activities involve kidnap, carjack, assault, murder, armed robbery, extortion, false arrest, malicious prosecution, denial of due process and false imprisonment, amounting to color of law human trafficking and domestic terrorism. The root cause for all of this institutionalized organized criminal and terrorist activity can be traced to more than one scheme to defraud, but those schemes are but variations on a limited number of known artifices.

174. Amongst the main culprits is the perversion and expansion of the 17th Century English common law doctrine of limited judicial immunity, into a doctrine of absolute criminal impunity where public corruption flourishes because there are no deterrent consequences.

175. Once having crossed the solid demarcation between right and wrong, the line begins to grey until, one day, it becomes completely invisible.

176. The notion that these people can operate with criminal impunity has led to an environment where the appearance of legitimacy is no longer of any real importance and the displays of criminal intent have become more than blatant. It has become a trade practice in the state Courts of this nation.

177. Plaintiff Curtis is one of those victims, as were Elmer and Nelva Brunsting, Carl Brunsting, Willie Jo Mills, Ruby Peterson, Helen Hale, Olga De Francesca, Doris Conte and countless others both known and unknown to Plaintiffs.¹⁰ The Estate of Nelva Brunsting, the Brunsting Trusts and the Brunsting heirs and trust beneficiaries were among the victims.

X. Jurisdiction over Conduct Affecting Interstate Commerce

178. All federal crimes are treated as commercial¹¹. Pursuant to Article 1, Section 8, Clause 3 of the federal Constitution, the United States Congress has exclusive jurisdiction over commerce amongst the states (the Commerce Clause).

179. Article VI, Section 2, of the U.S. Constitution is known as the Supremacy Clause because it provides that the "Constitution, and the Laws of the United States ... shall be the supreme Law of the Land." It means that the federal government, in exercising any of the powers enumerated in the Constitution, must prevail over any conflicting or inconsistent state exercise of power.

¹⁰ These names are well known to anyone who ever heard the phrase "Probate Mafia" and bothered to do a google type search to find out what is meant by the phrase.

¹¹ 27 C.F.R. 72.11

180. The RICO statutes were designed by Congress to combat organized crime in both the public and the private sectors and specifically provides a civil right of claims for injuries to business or property as a result of a pattern of activity involving two (2) or more of the listed predicate acts. That criterion has been satisfied as herein delineated.

XI. Affirmative Pleading on Doctrines of Immunity

181. Fraus Omnia Vitiat.

182. There is no judicial immunity to civil liability for non-judicial acts, anti-judicial acts or RICO Predicate Acts forming a pattern of racketeering activity, as none of these types of conduct can be said to be judicial functions even when disguised as such.

183. Article III, Section 1 of the Constitution for the United States of America, specifically creates the U.S. Supreme Court and gives Congress the authority to create the lower federal courts. Congress used this power to establish 13 U.S. Courts of Appeals, 94 U.S. District Courts, the U.S. Court of Claims, and the U.S. Court of International Trade.

184. The U.S. Supreme Court is the only court of general jurisdiction in the federal system, all other federal courts are courts of limited jurisdiction created and empowered by Congressional statute.

185. Chief Justice Marshall, writing for the Court in *Cohens*, 19 U.S. at 404 observed:

It is most true that this Court will not take jurisdiction if it should not: but it is equally true, that it must take jurisdiction if it should. The judiciary cannot, as the legislature may, avoid a measure because it approaches the confines of the constitution. We cannot pass it by because it is doubtful. With whatever doubts, with whatever difficulties, a case may be attended, we must decide it, if it be brought before us. We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution. Questions may occur which we would gladly avoid; but we cannot, "Congress, and not the Judiciary, defines the scope of federal jurisdiction within the constitutionally permissible bounds."

186. The list of predicate acts specifically enumerated at 18 U.S.C. §1961(1) includes §§371, 1346 and 1951 each of which requires a public corruption/color of law element.

187. To argue that a judge is immune from a public corruption statute if acting within the four walls of a court room and exempt if not acting in his public capacity is a very precise statement that judges are above the law and that the victims of public corruption related deprivations of rights have no remedy and, thus, no rights.

188. 42 U.S.C. §1983 clearly states an exception to actions brought against judicial officers. That one exception provides pre-requisites to injunctive relief in actions brought against judicial officers. To conclude that Congress did not intend a private right of claims against judges under §1983 is to render the language of the statute superfluous, which the rules governing statutory construction will not allow.

42 U.S.C. §1983 Civil Action for Deprivation of Civil Rights (emphasis added)

*Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, **except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable.** For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia.*

(R.S. § 1979; Pub. L. 96-170, § 1, Dec. 29, 1979, 93 Stat. 1284; Pub. L. 104-317, title III, § 309(c), Oct. 19, 1996, 110 Stat. 3853.)

189. There is no privity defense, no attorney immunity defense and no judicial immunity exception to the federal Racketeer Influenced Corrupt Organization statutes. The

language of the Act differentiates between criminal and civil liability and explicitly provides private parties with civil remedy for injuries to property and business caused by a pattern of racketeering activity involving two (2) or more of the predicate acts defined at 18 USC §1961(1). The RICO Act provides for criminal penalties in Section 1963 and provides private litigants with civil remedy in section 1964(c).

190. Several predicate act statutes, mostly codified in Title 18 of the United States Code, provide for federal prosecution of public corruption. Among these are the Hobbs Act (18 USC §1951), the mail and wire fraud statutes (18 USC §§1341 & 1343), the honest services fraud provision (18 USC §1346), the Travel Act (18 USC §1952), the federal official bribery and gratuity statute, (18 U.S.C. § 201 enacted 1962), the Foreign Corrupt Practices Act (FCPA) (enacted 1977), the federal program bribery statute, 18 U.S.C. § 666 (enacted 1984) and the Racketeer Influenced and Corrupt Organizations Act (RICO) (18 USC §§1961-1968 enacted in 1970). Each statute directly addresses public corruption and most of these are specifically identified as RICO predicate acts at 18 U.S.C. 1961(1).

191. The recent plea bargain and sentencing of Texas State 404th District Court Judge Abel Limas to six years in federal prison for violating 18 U.S.C. §§1343 (Honest Services Wire Fraud), §1346 (Honest Services Fraud) and §1951 and 2 (Hobbs Act Extortion), clearly verifies that these public corruption statutes apply to judges by operation of the RICO statutes¹².

192. According to the Indictment, Limas accepted paltry sums as bribes, in return for ad litem appointments and other favorable judicial treatments. Counts 1-8 were that Limas:

¹² Case 1:11-cr-00296 Filed in TXSD on 03/29/11

- a. Accepted \$600 for the continuation and subsequent termination of a probation revocation proceeding in violation of Texas Penal Code 36.02(a)(2) (bribery).
- b. Accepted \$700 in exchange for changing the terms of a criminal defendant's appearance bond in violation of Title 18 United States code sections 1951 and 2.
- c. Accepted \$1,500 for changing the terms of a criminal defendant's conditions of probation to permit the defendant to report by mail rather than in person in violation of Texas Penal Code section 36.02(a)(2) (bribery).
- d. Accepted \$1,800 in a scheme or artifice to defraud in violation of title 18, United States Code, sections 1343 and 1346.
- e. Accepted \$8,000 for favorable judicial rulings on motions, case transfers, and other matters in civil cases for the benefit of participating attorneys in violation of Title 18, United States code, section 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2) (bribery).
- f. Accepted \$4,500 for an ad litem appointment in a civil case in violation of Texas Penal Code section 36.02(a)(2) (bribery).
- g. Accepted \$5,000 for denial of a motion for sanctions and other judicial acts in violation of Title 18 United States Code sections 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2).
- h. Accepted \$2,000 for the modification of the terms of probation and dismissal of charges against a criminal defendant in violation of Title 18 United States Code sections 1951 and 2, and in violation of Texas Penal Code section 36.02(a)(2).

193. This cancerous judicial black market plague has spread like wildfire throughout the state court systems whether family law court, juvenile, traffic, probate or any other municipal level judicial arena on the state wide level. They have all become criminal racketeering enterprises and the root cause for each of these obscenities is “impunity” by any other name.

194. The cases of convicted Judge Abel Limas (6 years), convicted attorney Marc Rosenthal (26 years) and convicted Texas State Senator Jim Solis (47 months) are not isolated specific instances of public corruption, but limited examples of a national public corruption pandemic. Congress, in drafting the RICO statutes, determined public prosecutorial resources were insufficient to address this problem and specifically provided for private civil remedy.

195. Imposition of an enlarged version of the judicially created English common law doctrine of limited Judicial Immunity to foreclose private claims for civil remedy against judges under the RICO and civil rights statutes, has nurtured a contagion of public corruption throughout all three branches of government, is in direct opposition to the clearly expressed intentions of Congress in providing such remedy, is a violation of the separation of powers doctrine and, as the learned Chief Justice Marshall expressed, “*treason to the constitution*”.

196. Article I Section 8 Clause 3 of the federal Constitution grants exclusive jurisdiction over interstate and foreign commerce to Congress. Given that all federal crimes are commercial the nexus with interstate commerce is inarguable and the notion that state court judges are absolutely immune from 42 U.S.C. §1983 or 18 U.S.C. §1964(c) actions ignores the very clear language of those sections and violates the supremacy clause.

XII. Aiding and Abetting, Fraud, and the Texas Attorney Immunity Doctrine

197. “Attorney Immunity” is a vague expression. Any civil immunity an attorney has is strictly limited to the litigation context and does not include actively engaging in an organized criminal color of law enterprise involving RICO predicate act conduct.

198. The RICO Defendant attorneys understood that the conduct of their clients was tortious and criminal and the lawyers helped the clients with the conduct thinking only to stuff their own pockets, showing no regard for ethics or law.

199. Conduct sufficient to state a claim of a racketeering conspiracy including predicate acts of extortion §1951, Obstruction §371, Honest Services §1346, Impartial Forum §242, Illegal Wiretap §2511, Mail Fraud §1341, Wire Fraud §1343, Banking Fraud §1344 and Securities Fraud 15 U.S.C. 78 et seq., is not within the scope of legal representation and cannot be excused as part of the attorney's discharge of his duties to his client, even when masqueraded under the litigation umbrella. (The Litigation Privilege)

200. Acts constituting knowing substantial assistance, sufficient to state a claim for in-concert aiding and abetting RICO predicate act crimes, torts and breaches of fiduciary committed by the client, are sufficient to establish in-concert liability of the attorney. There are no exceptions.

201. In reading the text and legislative history of the RICO act, the Fifth Circuit has interpreted that Congress intended the act to strike at criminal conduct characterized by at least two consequential dimensions. The offenses must be of a degree sufficiently serious not only to inflict injury upon its immediate private victims, but also to cause harm to significant public processes or institutions, or otherwise pose threats to larger societal interests worthy of the severe punitive and deterrent purposes embodied in the statute.

202. These aims and structure are somewhat akin to those reflected in the Clayton Act, 15 U.S.C. §15, after which RICO civil remedies were patterned.

203. Both statutes bring to bear the pressure of "private attorneys general" on a serious national problem for which public prosecutorial resources are deemed "inadequate"; see also

Sedima, 473 U.S. at 489; Genty v. Resolution Trust Co., 937 F.2d 899, 912 (3d Cir. 1991) ("Congress obviously had much more in mind than merely providing compensation for individual RICO victims when it authorized RICO civil actions. Indeed, the harm of racketeering is dispersed among the public at large, including draining resources from the economy, subverting the democratic process and undermining the general welfare.")

204. This construction accords with the legislative intent of RICO. As explained by the Supreme Court, the purpose of the Act was to address a problem which Congress perceived "was of national dimensions." Turkette, 452 U.S. at 586. Specifically, in the Statement of Findings and Purpose of the Organized Crime Control Act of 1970, Title IX of which encompassed RICO, Congress declared that the activities of organized crime that prompted the legislation "weaken the stability of the Nation's economic system, harm innocent investors and competing organizations, interfere with free competition, seriously burden interstate and foreign commerce, threaten the domestic security, and undermine the general welfare of the Nation and its citizens." Statement of Findings and Purpose, Organized Crime Control Act of 1970, Pub. L. No. 91-452, 84 Stat. 922, 923 (1970).

205. Congress did not distinguish between public and private Organized Crime. Public corruption and criminal abuse of the state judicial office has become the number one threat to the security of the people of this nation. The creation of the RICO act as exemplified by the "Statement of Findings and Purpose" and the inclusion of public corruption requisite statutes among the list of predicate acts at 18 U.S.C. §1961(1) clearly indicates a congressional intention to curb public corruption and abuse of the doctrines of immunity, by a dishonest self-protection criminal racketeering industry.

206. The protection for criminal conduct in Texas has also been expanded to include wrongful conduct by attorneys under the Texas Attorney Immunity Doctrine, which has also led to the corruption and criminal takeover of our state judicial institutions.

207. Congress never intended to immunize state-court judges from federal civil rights suits nor from federal Racketeering suits and a doctrine of judicial immunity implemented by the judiciary to protect a corrupt judiciary from legislation designed to protect the public interest from corruption violates the Separation of Powers Doctrine and undermines the public's confidence in the legitimacy of the government of this Nation.

XIII. Affirmative Pleading on Conspiracy and Statutes of Limitations

208. Before the Court are allegations of public corruption involving a conspiracy to deprive the People of Texas and others of the honest services of elected public officers. The conduct complained of is only a small part of a complex multi-layered, multi-faceted criminal industry run by state court judges, who act with impunity with the full collusion, cooperation and participation of attorneys, court appointed administrators, social workers and others.

209. Federal conspiracy laws rest on the belief that criminal schemes are equally, or even more reprehensible than are the substantive offenses to which they are devoted. The Supreme Court has explained that a “collective criminal agreement—[a] partnership in crime—presents a greater potential threat to the public than individual delicts. Concerted action both increases the likelihood that the criminal object will be successfully attained and decreases the probability that the individuals involved will depart from their path of criminality.”¹³ Moreover,

¹³ Zacarias Moussaoui was convicted of conspiring to commit the terrorist attacks that occurred on September 11, 2001, *United States v. Moussaoui*, 591 F.3d 263, 266 (4th Cir. 2010); Wadih El-Hage was convicted of conspiring to bomb the U.S. embassies in Kenya and Tanzania, *In re Terrorist Bombings*, 552 F.3d 93, 107 (2d Cir. 2008).

Members of an Atlanta street gang were convicted of conspiring to engage in drug trafficking, among other offenses, *United States v. Flores*, 572 F.3d 1254, 1258 (11th Cir. 2009); motorcycle gang members were convicted of conspiracy to traffic in drugs, *United States v. Deitz*, 577 F.3d 672, 675-76 (6th Cir. 2009).

observed the Court, “[g]roup association for criminal purposes often, if not normally, makes possible the attainment of ends more complex than those which one criminal could accomplish. Nor is the danger of a conspiratorial group limited to the particular end toward which it has embarked.” Finally, “[c]ombination in crime makes more likely the commission of crimes unrelated to the original purpose for which the group was formed.” In sum, “the danger which a conspiracy generates is not confined to the substantive offense which is the immediate aim of the enterprise.”

210. Conspiracies and acts in furtherance are considered a single continuing act for limitations purposes. The equitable doctrines of tolling and estoppel apply to these claims.

XIV. Affirmative Pleading on Public Corruption

211. Public corruption involves a breach of public trust and/or abuse of position by federal, state, or local officials and their private sector accomplices. By broad definition, a government official, whether elected, appointed or hired, may violate federal law when he/she asks, demands, solicits, accepts, or agrees to receive anything of value in return for being influenced in the performance of their official duties.

212. Public corruption poses a fundamental threat to our national security and way of life. It impacts everything from how well our borders are secured and our neighborhoods protected...to verdicts handed down in courts...to the quality of our roads, schools, and other

Dominick Pizzonia was convicted on racketeering conspiracy charges in connection with the activities of the “Gambino organized crime family of La Cosa Nostra,” *United States v. Pizzonia*, 577 F.3d 455, 459 (2d Cir. 2009); Michael Yannotti was also convicted on racketeering conspiracy in connection with activities of the “Gambino Crime Family,” *United States v. Yannotti*, 541 F.3d 112, 115-16 (2d Cir. 2008).

Jeffrey Skilling, a former Enron Corporation executive, was convicted of conspiracy to commit securities fraud and mail fraud, *United States v. Skilling*, 554 F.3d 529, 534 (5th Cir. 2009); Bernard Ebbers, a former WorldCom, Inc. executive, was likewise convicted of conspiracy to commit securities fraud, *United States v. Ebbers*, 458 F.3d 110, 112 (2d Cir. 2006)

government services. And it takes a significant toll on our pocketbooks, wasting billions in tax dollars every year.¹⁴

XV. DAMAGES

213. Plaintiff Curtis is one of five beneficiaries of the Brunsting Family of Trusts, who has been deprived of the enjoyment of her beneficial interests, forced to incur expenses and fees in effort to obtain the use of her property, and has suffered extortionist threats of injury to property rights and has suffered fraud upon both state and federal courts committed by corrupt court officers in furtherance of a pattern of racketeering activity herein delineated with a particularity.

214. As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property in an exact amount to be proven at trial.

215. Plaintiff Munson is a multi-disciplinarian with skills that include but are not limited to information systems engineering and paralegal, among several other skilled crafts. Munson has worked diligently as a paralegal on the Curtis v Brunsting lawsuit for more than four years, in effort to obtain justice for Ms. Curtis, only to be frustrated by a blatantly corrupt probate court and its officers herein named.

216. As an actual consequence and proximate result of the racketeering conspiracy and the obstruction, intentional delay, refusal to administer justice and other means and methods employed, Plaintiff Munson has been diverted away from other productive pursuits and has thus suffered tangible losses to his property and business interests in an amount to be proven at trial.

¹⁴ <https://www.fbi.gov/about-us/investigate/corruption>

XVI. Prayers for Relief

217. Plaintiffs incorporate by reference herein all allegations set forth above, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth below.

WHEREFORE, Plaintiff prays for judgment against Defendants, each and every one of them, for the following:

- I. An award of compensatory, punitive, exemplary, and enhanced damages in an amount sufficient to make Plaintiffs whole and to deter such future conduct by these Defendants, others of their kind and those who may be so disposed in future;
- II. For prejudgment and post judgment interest thereon at the maximum legal rate according to proof at trial;
- III. An award of reasonable costs and expenses incurred in this action, including counsel fees and expert fees as allowable under the Title 15, 18, 28, and 42 sections asserted;
- IV. An award of treble damages consistent with 18 U.S.C. §1964(c);
- V. Such other legal and equitable relief as the Court may deem Plaintiffs entitled to receive, including a referral of the acts found to be unethical or unlawful herein to appropriate authorities.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

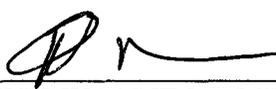
Plaintiff Candace Louise Curtis respectfully signs this complaint under penalty of perjury pursuant to the laws of the United States and declares that it is consistent with the Federal Rules requirement for candor.

Respectfully submitted,


7/2/2016
CANDACE L. CURTIS Date
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

Plaintiff Rik Wayne Munson respectfully signs this complaint under penalty of perjury pursuant to the laws of the United States and declares that it is consistent with the Federal Rules requirement for candor.

Respectfully submitted,


7/2/2016
RIK WAYNE MUNSON Date
218 Landana Street
American Canyon, CA 94503
(925) 349-8348
blowintough@att.net

Appendix A

APPENDIX A

From	To	Date	Format	Purpose
Misapplication of Fiduciary Wire and Banking Fraud Selected Violations of 18 USC §§1343 & 1344				
Anita Brunsting	Anita Brunsting	5/27/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$461
Anita Brunsting	Anita Brunsting	6/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$2358.75
Anita Brunsting	Anita Brunsting	6/27/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$2364.34
Anita Brunsting	Anita Brunsting	7/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$2976.35
Anita Brunsting	Anita Brunsting	7/15/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$7242.83
Anita Brunsting	Anita Brunsting	7/18/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$1998.19
Anita Brunsting	Anita Brunsting	9/6/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$999
Anita Brunsting	Anita Brunsting	9/23/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$4767.00
Anita Brunsting	Anita Brunsting	10/4/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$2930.00
Anita Brunsting	Anita Brunsting	10/19/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$2033.00
Anita Brunsting	Anita Brunsting	11/3/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$102.52
Anita Brunsting	Anita Brunsting	11/7/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$10,000
Anita Brunsting	Amy Brunsting	11/7/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$10,000
Anita Brunsting	Anita Brunsting	11/8/2011	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$3224.51
Anita Brunsting	Anita Brunsting	3/13/2012	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$10,000
Anita Brunsting	Amy Brunsting	3/13/2012	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$10,000
Anita Brunsting	Anita Brunsting	5/25/2012	EFT 18 USC §§1343, 1344	Misapplication of Fiduciary \$5000

Contents

I. Verified Complaint	2
II. Jurisdiction	2
III. Parties	3
DEFENDANTS	3
PLAINTIFFS	9
IV. CLAIM 1	10
18 U.S.C. §1962(d) the Enterprise.....	10
Harris County Probate Court No. 4.....	10
The Vacek Law Firm a.k.a. Vacek & Freed PLLC	11
The Mendel Law Firm, LP.....	11
Griffin & Matthews.....	12
Crain, Caton & James	12
Bayless & Stokes	12
MacIntyre, McCulluch, Stanfied & Young LLP	13
V. Enterprise in Fact Association	13
Harris County Tomb Raiders a.k.a. The Probate Mafia	14
CLAIM 2	14
The Racketeering Conspiracy 18 U.S.C. 1962(C).....	14
VI. Purposes of the Racketeering Activity	19
Commercial Purpose.....	21
VII. Means and Methods of the Racketeering Conspiracy	24
VIII. Predicate Acts and Actors	27
CLAIM 3 (Honest Services) 18 U.S.C. §1346 and 2.....	27
CLAIM 4 - (Honest Services) 18 U.S.C. §1346 and 2	29
CLAIM 5 - (Honest Services) 18 U.S.C. §1346 and 2;.....	29
CLAIM 6 - (Wire Fraud) 18 U.S.C. §1343 and 2;.....	29
CLAIM 7 - (Fraud) 18 U.S.C. §1001 and 2;.....	29
CLAIM 8 (Theft/ Hobbs Act Extortion) Texas Penal Codes 31.02 & 31.03 and 18 U.S.C. §1951(b)(2) and 2;	29
CLAIM 9 (Conspiracy to Obstruct Justice) 18 USAC §371;.....	29
CLAIM 10 - (Honest Services) 18 U.S.C. §1346 and 2;.....	30
CLAIM 11 - (Fraud) 18 U.S.C. §1001 and 2;.....	30
CLAIM 12 (Theft) Texas Penal Codes 31.02 & 31.03/ Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2;	30
CLAIM 13 (Conspiracy) 18 USAC §371 and 2;	30
CLAIM 14 (Illegal Wiretap) Texas Penal Code 16.02 and 18 U.S.C. §2511 and 2.....	30
CLAIM 15 - Dissemination of illegal wiretap Recordings by mail 18 U.S.C. §§1341 and 2	31
CLAIM 16 - Illegal Wiretap (Tampering and Manipulation).....	31
CLAIM 17 - Illegal Wiretap (Tampering and Manipulation).....	32
CLAIM 18 - Illegal Wiretap (Manipulation).....	32

CLAIM 19 - illegal wiretap (Manipulation) 32

CLAIMS 20 and 21 Illegal Wiretap, in Concert Aiding and Abetting: Spoliation, Destruction or Concealing Evidence 18 U.S.C/ §§1512(c) conspiracy 1512(k) & 1519 and 2 32

CLAIM 22 - Conspiracy to Obstruct Justice 33

CLAIM 23 – Conspiracy Re: State Law Theft/ Extortion - in Concert Aiding and Abetting..... 34

CLAIM 24 - State Law Theft/ Hobbs Act Extortion 18 U.S.C. 1951(b)(2) and 2 35

CLAIM 25 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 35

CLAIM 26 – Wire Fraud 18 U.S.C. §§1343..... 35

CLAIM 27 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 36

CLAIM 28 – Mail Fraud 18 U.S.C. §§1341 36

CLAIM 29 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 36

CLAIM 30 – Wire Fraud 18 U.S.C. §§1341..... 36

CLAIM 31 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 37

CLAIM 32 – Mail Fraud 18 U.S.C. §§1341 37

CLAIM 33 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 37

CLAIM 34 – Mail Fraud 18 U.S.C. §§1341 37

CLAIM 35 - State Law Theft/Hobbs Act Extortion 18 U.S.C. §1951(b)(2) and 2 37

CLAIM 36 - Mail Fraud 18 U.S.C. §1341..... 37

CLAIM 37 – Tampering with Federal Judicial Proceeding by False Affidavit 18 U.S.C. §371, 1621 and 2..... 38

CLAIM 38 - Spoliation, Destruction or Concealing Evidence 18 U.S.C/ §§1512(c) Conspiracy 1512(k) and 1519 and 2 38

CLAIM 39 - Forgery on Internal Revenue forms 18 U.S.C. §§287, 371, and 1001 and 2..... 38

CLAIM 40(a-d) - Forgery & False Instruments, Aiding and Abetting Theft, Banking, Wire, Mail and Securities Fraud (Texas Penal Codes 31.02 & 31.03 & 18 U.S.C. §§1001 and 2)..... 39

CLAIM 41 - Misapplication of fiduciary in excess of \$300,000.00 Texas Penal Code Thefts §§31.02, 31.03, 32.45 (against elderly person Tex. Pen. Cd. 32.45(d)) 40

CLAIMS 42(a–q) Wire, Mail, and Banking Fraud 18 USC §§1341, 1343, 1344 and 2 40

IX. Non-Predicate Act Civil Claims for Damages..... 41

CLAIMS 43 (a-j) Section 27 of the Exchange Act (15 U.S.C. §78aa) and Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5)..... 41

CLAIM 44 - Conspiracy to violate 18 USC §§242 and 2, & 42 U.S.C. §§1983 and 1985 43

CLAIM 45 - Aiding and Abetting Breach of Fiduciary, Defalcation and Scienter 43

CLAIM 46 - Aiding and Abetting Misapplication of Fiduciary, Defalcation and Scienter 44

CLAIM 47 - Tortious Interference with Inheritance Expectancy..... 44

IX. Continuity 45

X. Jurisdiction over Conduct Affecting Interstate Commerce..... 47

XI. Affirmative Pleading on Doctrines of Immunity 48

XII. Aiding and Abetting, Fraud, and the Texas Attorney Immunity Doctrine..... 52

XIII. Affirmative Pleading on Conspiracy and Statutes of Limitations 55

XIV. Affirmative Pleading on Public Corruption..... 56

XV. DAMAGES 57

XVI. Prayers for Relief..... 58
Appendix A 60

JS 44 (Rev. 11/15)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Candace Louise Curtis and Rik Munson

(b) County of Residence of First Listed Plaintiff Napa
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Pro se
 218 Landana St.
 American Canyon, CA 94503

United States Courts
 Southern District of Texas
 F-11, FD

JUL 05 2016

David J. Bradley, Clerk of Court

DEFENDANTS

County of Residence of First Listed Defendant HARRIS
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
	PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		
	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

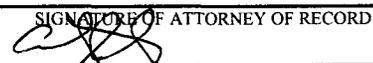
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 18 U.S.C. §1964(c), 42, U.S.C. §§1983, 1985, 1988(a), (b) & (c)

Brief description of cause:
 Conspiracy to deprive and defraud 18 U.S.C. §§1346, 1951(b)(2) and 2 etc.,

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE Kenneth Hoyt DOCKET NUMBER 4:12-CV-00592

DATE 07/02/2016 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

17-20360-80

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

United States Courts
Southern District of Texas
19150

JUL 06 2016

CLERK OF COURT

July 2, 2016

David J. Bradley
Clerk of Court
515 Rusk Street
Houston, TX 77002

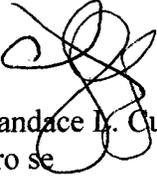
RE: Filing of Papers

Dear Mr. Bradley:

Enclosed please find an original complaint for filing with your office. I have enclosed a check for \$400.00 for the filing fee. The filing includes the original and two copies, a request for e-filing approval, and the civil cover sheet. You will also find three (3) CDs.

1. The Complaint and the documents referenced above
2. A Rule 11 Motion for Sanctions in a related case, required to be filed separately from any other motion
3. A Petition for Rule 60 relief in the related case

Please feel free to contact the undersigned if you have any questions or need further information.
Sincerely,


Candace L. Curtis
Pro se

/clc

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

JUL 05 2016

David J. Bradley, Clerk of Court

CANDACE LOUISE CURTIS
Plaintiff,

§
§
§
§
§
§
§

v

Civil Action No. 4:12-cv-00592

ANITA KAY BRUNSTING, et al
Defendants

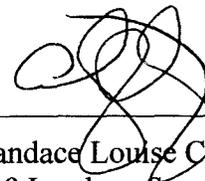
**PLAINTIFF CANDACE LOUISE CURTIS'
MOTION FOR PERMISSION FOR ELECTRONIC CASE FILING.**

As the Plaintiff in the above-captioned matter, I respectfully ask the Court for permission to participate in electronic case filing ("e-filing") in this case. I hereby affirm that:

1. I have reviewed the requirements for e-filing and agree to abide by them.
2. I understand that once I register for e-filing, I will receive notices and documents only by email in this case and not by regular mail.
3. I have regular access to the technical requirements necessary to e-file successfully:
 - a. A computer with internet access;
 - b. An email account on a daily basis to receive notifications from the Court and notices from the e-filing system.
 - c. A scanner to convert documents that are only in paper format into electronic files;
 - d. A printer or copier to create required paper copies such as chambers copies;
 - e. A word-processing program to create documents; and
 - f. A pdf reader and a pdf writer to convert word processing documents into pdf format, the only electronic format in which documents can be e-filed.

Date: 7/2/2016

Respectfully submitted,



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

§ Civil Action No. 4:12-cv-00592
§
§ [PROPOSED] ORDER GRANTING
§ MOTION FOR PERMISSION FOR
§ ELECTRONIC CASE FILING
§
§ DATE:
§ TIME:
§ COURTROOM:
§ JUDGE:

The Court has considered the Motion for Permission for Electronic Case Filing. Finding that good cause exists, the Motion is GRANTED.

IT IS SO ORDERED

DATED: _____

United States District Judge

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AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the Southern District of Texas

Curtis et al Plaintiff v. Kunz-Freed et al Defendant Civil Action No. 4:16-cv-01969

WAIVER OF THE SERVICE OF SUMMONS

To: Candace Kunz-Freed (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 7/22/16

CANDACE KUNZ-FREED Printed name of party waiving service of summons

Signature of the attorney or unrepresented party Cory S. Reed Printed name

ONE RIVERWAY, SUITE 1400 HOUSTON, TX 77056 Address

CREEDR.Thompson@coe.com E-mail address

(713) 403-8213 Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

Curtis et al

Plaintiff

v.

Kunz-Freed et al

Defendant

Civil Action No. 4:16-cv-01969

WAIVER OF THE SERVICE OF SUMMONS

To: Albert Vacek Jr.

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/12/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 7/22/16

Albert Vacek Jr.

Printed name of party waiving service of summons

[Handwritten signature]

Signature of the attorney or unrepresented party

Cory S. Reed

Printed name

ONE RIVERWAY, SUITE 1400 HOUSTON, TX 77056

Address

CREED@THOMPSONCOE.COM

E-mail address

(713) 403-8233

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

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If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

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

United States District Court
Southern District of Texas
FILED
JUL 20 2016

David J. Bradley, Clerk of Court

Curtis et al.,

vs.

Kunz-Freed et al.,

§
§
§
§
§

Civil Action No.4:16-cv-01969

CERTIFICATE OF INTERESTED PERSONS

Pursuant to this Court's Order of July 6, 2016, Plaintiffs provide the following list of persons financially interested in the outcome of this litigation.

- | | | |
|-----|-----------------------|-----------|
| 1. | Candace Louise Curtis | Plaintiff |
| 2. | Rik Munson | Plaintiff |
| 3. | Candace Kunz-Freed | Defendant |
| 4. | Albert Vacek Jr. | Defendant |
| 5. | Bernard Lyle Mathews | Defendant |
| 6. | Anita Brunsting | Defendant |
| 7. | Amy Brunsting | Defendant |
| 8. | Neal Spielman | Defendant |
| 9. | Bradley Featherston | Defendant |
| 10. | Stephen A. Mendel | Defendant |
| 11. | Darlene Payne Smith | Defendant |
| 12. | Jason Ostrom | Defendant |
| 13. | Gregory Lester | Defendant |
| 14. | Jill Willard Young | Defendant |
| 15. | Bobbie Bayless | Defendant |

16. Christine Riddle Butts Defendant

17. Clarinda Comstock Defendant

18. Toni Biamonte Defendant

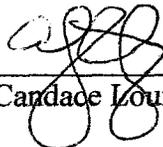
19. People of the State of Texas, of the United States, and anyone forced to seek declaration, enforcement, or protection of a right, the redress or prevention of a wrong, or the punishment of a public offense, are persons financially interested in this litigation.

20. Every honest legal professional whose legitimate work product is rendered worthless by judicial corruption is a person financially interested in this litigation.

21. Every dishonest legal professional that uses the court systems as a front for organized crime is a person potentially financially interested in this litigation.

Respectfully submitted,


Rik Wayne Munson 7/19/2016
Date


Candace Louise Curtis 7/19/2016
Date

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

CLERK OF COURT
P.O. Box 61010
HOUSTON, TEXAS 77208

United States District Court
www.uscourts.gov Southern District of Texas

FILED

JUL 25 2016



Candace Louise Curtis
218 Landana Street
American Canyon CA US 94503

David J. Bradley, Clerk of Court

Case: 4:16-cv-01969 Instrument: 3 (2 pages) pty
Date: Jul 6, 2016
Control: 16071955
Notice: The attached order has been entered.

CLERK
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
POST OFFICE BOX 61010
HOUSTON, TEXAS 77208



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ZIP 77002 \$ 000.46⁵
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United States District Court
Southern District of Texas

FILED

JUL 25 2016

David J. Bradley, Clerk of Court

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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 77208101010 *0733-03485-06-44

77208101010



AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

Curtis et al
Plaintiff
v.
Kunz-Freed et al
Defendant
Civil Action No. 4:16-cv-01969

WAIVER OF THE SERVICE OF SUMMONS

To: Jason Ostrom
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 08/08/2016

[Handwritten signature]

Signature of the attorney or unrepresented party

Jason Ostrom
Printed name of party waiving service of summons

Jason B. Ostrom
Printed name

6363 Woodway, Suite 300
Address

jason@ostrommorris.com
E-mail address

713-822-6209
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

United States District Court
Southern District of Texas
FILED
AUG 05 2016

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

David J. Bradley, Clerk of Court

Curtis et al
Plaintiff
v.
Kunz-Freed et al
Defendant

Civil Action No. 4:16-cv-01969

WAIVER OF THE SERVICE OF SUMMONS

To: Christine Riddle Butts
(Name of the plaintiff's attorney or unrepresented plaintiff)

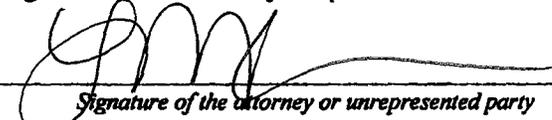
I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 7/21/16


Signature of the attorney or unrepresented party

Christine Butts
Printed name of party waiving service of summons

Laura Beckman Hedge
Printed name

Harris County Attorney's Office
1019 Congress, 15th Floor,
Houston, Texas 77002
Address

laura.hedge@cao.hctx.net
E-mail address

(713) 274-5137
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

United States District Court
Southern District of Texas
FILED

UNITED STATES DISTRICT COURT

AUG 05 2016

for the
Southern District of Texas

David J. Bradley, Clerk of Court

Curtis et al
Plaintiff
v.

Kunz-Freed et al
Defendant

Civil Action No. 4:16-cv-01969

WAIVER OF THE SERVICE OF SUMMONS

To: Clarinda Comstock
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

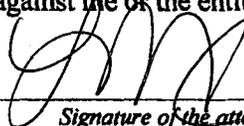
I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 7/21/16

Clarinda Comstock
Printed name of party waiving service of summons


Signature of the attorney or unrepresented party

Laura Beckman Hedge
Printed name

Harris County Attorney's Office
1019 Congress, 15th Floor
Houston, Texas 77002
Address

laura.hedge@cao.hctx.net
E-mail address

(713) 274-5137
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

United States District Court
Southern District of Texas
FILED

AUG 10 2016

Curtis et al)
Plaintiff)
v.)
Kunz-Freed et al)
Defendant)

Civil Action No. 4:16-cv-01969 David J. Bradley, Clerk of Court

WAIVER OF THE SERVICE OF SUMMONS

To: Bobbie Bayless
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 8/2/16

Bobbie G. Bayless
Printed name of party waiving service of summons

Bobbie G. Bayless
Signature of the attorney or unrepresented party
Bobbie G. BAYLESS
Printed name

2931 FERNDALE, HOUSTON, TX 77098
Address

bayless@baylessstakes.com
E-mail address

713-522-2224
Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States District Court
Southern District of Texas

FILED

AUG 10 2016

Curtis, et al

Plaintiffs

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David J. Bradley, Clerk of Court

v

Civil Action No. 4:16-cv-01969

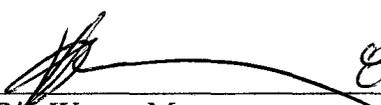
Kunz-Freed, et al

Defendants

PLAINTIFFS' NOTICE OF RELATED CASE (Local Rule 5.2)

Civil Action No. 4:16-cv-01969 currently pending before the Honorable Judge Alfred H. Bennett is closely related to Civil Action 4:12-cv-00592.

A Rule 60 F.R.C.P. motion is pending before the Honorable Judge Kenneth Hoyt, that is also relevant in the above-referenced action. All of the Parties to the above titled action are hereby noticed that these cases and events are closely related and the findings of fact and conclusions of law in the civil breach of fiduciary 4:12-cv-00592 will have a direct bearing on the civil RICO 4:16-cv-01969 action.


Rik Wayne Munson
218 Landana Street
American Canyon CA 94503
925-349-8348
blowintough@att.net

8-8-2016
Date

Certificate of Service

I hereby certify that a true and correct copy of the forgoing was deposited in the U.S. mail, with postage fully prepaid on the 8th day of August 2016, via U.S.P.S. Priority Mail addressed as follows:

Jason Ostrom
Ostrom Morris, PLLC
6363 Woodway, Suite 300
Houston, TX 77057

Bobbie G. Bayless
2931 Ferndale
Houston, TX 77098

Darlene Payne Smith
1401 McKinney, 17th Floor
Houston, TX 77010

Attorneys for Albert Vacek Jr., and Candace Kunz-Freed
Corey Reed
Thompson Coe
One Riverway, Suite 1700
Houston, TX 77056

Bernard Lyle Mathews III
2000 S. Dairy Ashford Rd, Suite 520
Houston, TX 77077

Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, TX 77079

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079

Gregory Lester
955 N Dairy Ashford Rd # 220
Houston, TX 77079

Jill Willard Young
2900 Wesleyan, Suite 150
Houston, TX 77027

Bradley E. Featherston
Featherston Tran P.L.L.C.
20333 State Highway 249, Suite 200
Houston, TX 77070

Tony Baiamonte III
1608 Victor Street
Houston, TX 77019

Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, TX 77904

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, TX 78132

Attorneys for Christine Riddle Butts and Clarinda Comstock
Laura Beckman Hedge, Assistant County Attorney
1019 Congress, 15th Floor
Houston, Texas 77002
Via email at Laura.Hedge@cao.hctx.net

 8-8-2016
Rik Wayne Munson
218 Landana Street
American Canyon CA 94503
925-759-9020
blowintough@att.net

United States District Court
Southern District of Texas

FILED

AUG 10 2016

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

David J. Bradley, Clerk of Court

Curtis, et al

Plaintiff,

v

Kunz-Freed, et al

Defendants

§
§
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§
§
§
§

Civil Action No. 4:16-cv-01969

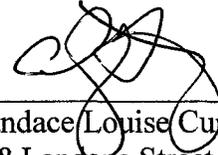
**PLAINTIFF RIK MUNSON AND PLAINTIFF CANDACE LOUISE CURTIS'
MOTION FOR PERMISSION FOR ELECTRONIC CASE FILING.**

As the Pro se Plaintiffs in the above-captioned matter, we respectfully ask the Court for permission to participate in electronic case filing ("e-filing") in this case. I hereby affirm that:

1. I have reviewed the requirements for e-filing and agree to abide by them.
2. I understand that once I register for e-filing, I will receive notices and documents only by email in this case and not by regular mail.
3. I have regular access to the technical requirements necessary to e-file successfully:
 - a. A computer with internet access;
 - b. An email account on a daily basis to receive notifications from the Court and notices from the e-filing system.
 - c. A scanner to convert documents that are only in paper format into electronic files;
 - d. A printer or copier to create required paper copies such as chambers copies;
 - e. A word-processing program to create documents; and
 - f. A pdf reader and a pdf writer to convert word processing documents into pdf format, the only electronic format in which documents can be e-filed.

Date: 8-8-2016

Respectfully submitted,



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net



Rik Wayne Munson
218 Landana Street
American Canyon CA 94503
925-759-9020
Blowintough@att.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al

Plaintiffs

v

Kunz-Freed, et al

Defendants

§
§
§
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§
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Civil Action 4:16-cv-01969

Certificate of Service

I hereby certify that a true and correct copy of the following documents was deposited in the U.S. mail with postage fully prepaid on the 8th day of August 2016, via U.S.P.S. Priority Mail addressed as follows:

1. Motion for Rule 60 Relief, Documents 115-119 in Case 4:12-cv-00592 filed TXSD 2016-08-03.
2. Certificate of Interested Persons
3. Application for CM/ECF access
4. Notice of Related Case filing

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010

Attorneys for Albert Vacek Jr.
and Candace Kunz-Freed
Corey Reed
Thompson Coe
One Riverway, Suite 1700
Houston, Texas 77056

Jason Ostrom
Ostrom Morris, PLLC
6363 Woodway, Suite 300
Houston, Texas 77057

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098

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1155 Dairy Ashford, Suite 104
Houston, TX 77079

Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, TX 77904

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

Attorneys for Christine Riddle Butts and
Clarinda Comstock
Laura Beckman Hedge Assistant County
Attorney
1019 Congress, 15th Floor
Houston, Texas 77002
Via email at Laura.Hedge@cao.hctx.net

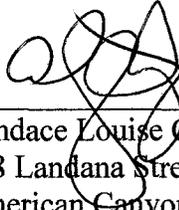
Bernard Lyle Mathews III
2000 S. Dairy Ashford Rd, Suite 520
Houston, Texas 77077

Jill Willard Young
2900 Wesleyan, Suite 150
Houston, TX 77027

Bradley E. Featherston
Featherston Tran P.L.L.C.
20333 State Highway 249 suite 200
Houston, Texas 77070

Tony Baiamonte III
1608 Victor Street
Houston, TX 77019

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, TX 78132



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	Civil Action No. 4:16-cv-001969
	§	
Plaintiffs	§	[PROPOSED] ORDER GRANTING
v	§	MOTION FOR PERMISSION FOR
	§	ELECTRONIC CASE FILING
Kunz-Freed, et al	§	
	§	DATE:
Defendants	§	TIME:
	§	COURTROOM:
	§	JUDGE:

The Court has considered the Motion for Permission for Electronic Case Filing. Finding that good cause exists, the Motion is GRANTED.

IT IS SO ORDERED

DATED: _____

United States District Judge

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al
Plaintiffs

v

Kunz-Freed, et al
Defendants

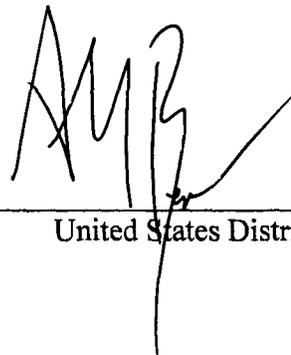
§ Civil Action No. 4:16-cv-001969
§
§ _____] ORDER GRANTING
§ MOTION FOR PERMISSION FOR
§ ELECTRONIC CASE FILING
§
§ DATE:
§ TIME:
§ COURTROOM:
§ JUDGE:

The Court has considered the Motion for Permission for Electronic Case Filing. Finding that good cause exists, the Motion is GRANTED.

IT IS SO ORDERED

AUG 12 2016

DATED: _____



United States District Judge

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, TX 78132

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Amy Ruth Brunsting
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Anita Kay Brunsting
203 Bloomingdale Circle
Victoria, TX 77904

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Anita Kay Brunsting
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bernard Lyle Mathews III
2000 S. Dairy Ashford Rd, Suite 520
Houston, Texas 77077

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Bernard Lyle Mathews III
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Bradley E. Featherston
Featherdston Tran P.L.L.C.
20333 State Highway 249 suite 200
Houston, Texas 77070

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Bradley E. Featherston
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Darlene Payne Smith
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Gregory Lester
955 N Dairy Ashford Rd # 220
Houston, TX 77079

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Gregory Lester
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Jill Willard Young
2900 Wesleyan, Suite 150
Houston, TX 77027

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Jill Willard Young
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Neal E. Spielman
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Texas

Curtis et al.,

Plaintiff(s)

v.

Kunz-Freed et al.,

Defendant(s)

Civil Action No. 4:16-cv-01969

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, TX 77079

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Candace Louise Curtis
218 Landana St.
American Canyon, CA9503

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 4:16-cv-01969

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Stephen A. Mendel
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

CANDACE LOUIS CURTIS

§

RICK WAYNE MUNSON

§

Plaintiffs

§

VS.

§

§

C.A. No. 4:16-cv-01969

§

CANDACE KUNZ-FREED., *ET AL.*

§

§

Defendants

§

CERTIFICATE OF INTERESTED PARTIES

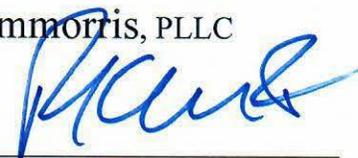
Pursuant to this Court's Order for Conference and Disclosure of Interested Parties [Dkt. No.3] and Federal Rule of Civil procedure 7.1, Defendant Jason Ostrom disclose the following persons, associations of persons, firms, partnerships, corporations, affiliates, parent corporations and/or other entities that are financially interested in the outcome of this litigation:

1. Candace Louise Curtis, Plaintiff
2. Rik Munson, Plaintiff
3. Candace Kunz-Freed, Defendant
4. Albert Vacek Jr., Defendant
5. Bernard Lyle Mathews, Defendant
6. Anita Brunsting, Defendant
7. Amy Brunsting, Defendant
8. Neal Spielman, Defendant
9. Bradley Featherston, Defendant
10. Stephen A. Mendel, Defendant
11. Darlene Payne Smith, Defendant

12. Jason Ostrom, Defendant
13. Gregory Lester, Defendant
14. Jill Willard Young, Defendant
15. Bobbie Bayless, Defendant
16. Christine Riddle Butts, Defendant
17. Clarinda Comstock, Defendant
18. Toni Biamonte, Defendant

Respectfully submitted,

ostrommorris, PLLC

By: 

R. KEITH MORRIS, III
(TBN #24032879)
KEITH@OSTROMMORRIS.COM
STACY L. KELLY
(TBN #24010153)
Federal ID No. 28841
stacy@ostrmmorris.com
JASON B. OSTROM
(TBN #24027710)
jason@ostrommorris.com
6363 Woodway, Suite 300
Houston, Texas 77057
713.863.8891
713.863.1051 (Facsimile)

ATTORNEYS FOR JASON OSTROM

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above pleading has been served on this 24th day of August, 2016, through the Court's CM/ECF system, which constitutes service on all parties.



Stacy L. Kelly

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the Southern District of Texas

United States District Court Southern District of Texas FILED

AUG 30 2016

Civil Action No. 4:16-cv-01969

David J. Bradley, Clerk of Court

Curtis et al Plaintiff v. Kunz-Freed et al Defendant

WAIVER OF THE SERVICE OF SUMMONS

To: Tony Baiamonte (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/09/2016 8/18/16 the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

see attached postal envelope

Date: 8/16/16 Tony Baiamonte Printed name of party waiving service of summons

Signature of the attorney or unrepresented party Laura Beckman Hedge Printed name Harris County Attorney's Office 1019 Congress, 15th Floor Houston, TX 77002 Address laura.hedge@cao.hctx E-mail address (713) 274-5137 Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUIS CURTIS
RICK WAYNE MUNSON
Plaintiffs

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§
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VS.

C.A. No. 4:16-cv-01969

CANDACE KUNZ-FREED., *ET AL.*
Defendants

**UNOPPOSED MOTION FOR EXTENSION OF TIME TO FILE RESPONSIVE
PLEADING**

Defendant Jason B. Ostrom respectfully requests that the Court extend his responsive pleading deadline to Monday, November 7, 2016. Plaintiffs have consented to this Motion. Pursuant to Section B(5)(B) of the Court’s Procedures and Practices, Jason B. Ostrom also submits a proposed order.

Respectfully submitted,

ostrommorris, PLLC

By: 

R. KEITH MORRIS, III
(TBN #24032879)
KEITH@OSTROMMORRIS.COM
STACY L. KELLY
(TBN #24010153)
Federal ID No. 28841
stacy@ostrmmorris.com
JASON B. OSTROM
(TBN #24027710)
jason@ostrommorris.com
6363 Woodway, Suite 300
Houston, Texas 77057

713.863.8891
713.863.1051 (Facsimile)

ATTORNEYS FOR JASON B. OSTROM

CERTIFICATE OF CONFERENCE

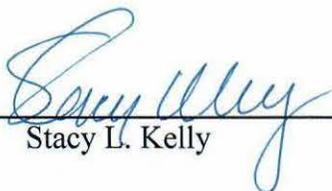
I certify that I have communicated with Plaintiffs, and they are unopposed to the relief sought herein.



Stacy L. Kelly

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above pleading has been served on this 2nd day of September, 2016, through the Court's CM/ECF system, which constitutes service on all parties.



Stacy L. Kelly

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUIS CURTIS
RICK WAYNE MUNSON
Plaintiffs

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§
§

VS.

C.A. No. 4:16-cv-01969

CANDACE KUNZ-FREED., *ET AL.*
Defendants

[PROPOSED] ORDER

Before the Court is the Unopposed Motion to File Responsive Pleading, filed by Defendant Jason B. Ostrom. The Motion is **GRANTED**. The deadline for Jason B. Ostrom to file a responsive pleading is hereby extended up to and including November 7, 2016. All other deadlines remain in full force and effect.

SO ORDERED.

Date: September _____, 2016.

ALFRED H. BENNETT
UNITED STATES DISTRICT JUDGE

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

CANDACE LOUISE CURTIS AND RICK §
WAYNE MUNSON, §

Plaintiffs, §

V. §

CIVIL ACTION NO. 4:16-CV-01969

CANDACE KUNZ-FREED, ALBERT §
VACEK, JR., BERNARD LYLE §
MATHEWS III, NEAL SPIELMAN, §
BRADLEY FEATHERSTON, STEPHEN §
A. MENDEL, DARLENE PAYNE SMITH, §
JASON OSTROM, GREGORY LESTER, §
JILL WILLARD YOUNG, CHRISTINE §
RIDDLE BUTTS, CLARINDA §
COMSTOCK, TONI BIAMONTE, BOBBY §
BAYLESS, ANITA 'BRUNSTING, AND §
AMY BRUNSTING, §

Defendants. §

**DEFENDANTS CANDACE KUNZ-FREED AND ALBERT VACEK JR.'S
MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM**

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Defendants Candace Kuntz-Freed and Albert Vacek, Jr. (collectively referred to as "V&F") hereby file this Motion to Dismiss for Failure to State a Claim and would respectfully show the Court the following:

**I.
BACKGROUND**

1. For the purpose of this motion, V&F incorporates the detailed background contained in their Motion to Dismiss for Lack of Subject Matter Jurisdiction.

II.

BASIS FOR MOTION TO DISMISS AND STANDARD OF REVIEW

2. Rule 12(b)(6) authorizes dismissal of an action for “failure to state a claim upon which relief can be granted” if the plaintiff’s complaint lacks “direct allegations on every material point necessary to sustain a recovery” or fails to “contain allegations from which an inference fairly may be drawn that evidence on these material points will be introduced at trial.” FED. R. CIV. P. 12(b)(6); *Campbell v. San Antonio*, 43 F.3d 973, 975 (5th Cir. 1995). Although a court is required to accept all well-pleaded facts as true, a court does not accept as true conclusory allegations, “unwarranted deductions of fact,” or “legal conclusions masquerading as factual conclusions.” *See, e.g., Tuchman v. DSC Communications*, 14 F.3d 1061, 1067 (5th Cir. 1994). A claim must be dismissed if the claimant can prove no set of facts that would entitle it to relief. *Campbell v. City of San Antonio*, 43 F.3d 973, 975 (5th Cir. 1995) “The court is not required to ‘conjure up unpled allegations or construe elaborately arcane scripts to’ save a complaint.” *Id.* For the reasons set forth in more detail below, Plaintiffs’ claims should be dismissed because Plaintiffs have failed to state a claim upon which relief may be granted.

III.

ARGUMENTS AND AUTHORITIES

A. PLAINTIFFS’ CLAIMS SHOULD BE DISMISSED BECAUSE PLAINTIFFS HAVE NOT ADEQUATELY PLEADED A VIOLATION OF THE RICO ACT.

3. To survive a Rule 12(b)(6) motion to dismiss, Plaintiffs must allege the following:

(1) that a “person” within the scope of the statute (2) has utilized a “pattern of racketeering activity” or the proceeds thereof (3) to infiltrate an interstate “enterprise” (4) by [violations of § 1962 subsections] (a) investing the income derived from the pattern of racketeering activity in the enterprise; (b) acquiring or maintaining an interest in the enterprise through the pattern of racketeering activity; (c) conducting the affairs of the enterprise through the pattern of racketeering activity; or (d) conspiring to commit any of the above acts.

Hon. Jed S. Rakoff & Howard W. Goldstein, *RICO: Civil and Criminal Law and Strategy*, § 1.02 (2006); *see also Delta Truck & Tractor, Inc. v. J.I. Case Co.*, 855 F.2d 241, 242 (5th Cir. 1988), *cert. denied*, 489 U.S. 1079 (1989); *Cadle Co. v. Schultz*, 779 F. Supp. 392, 396 (N.D. Tex. 1991).

4. Each of these elements is a “term of art which carries its own inherent requirements of particularity.” *Elliott v. Foufas*, 867 F.2d 877, 880 (5th Cir. 1989). Thus, “[u]nlike other claims, a RICO claim must be plead with specific facts, not mere conclusions, which establish the elements of a claim under the statute.” *Andrade v. Chojnacki*, 65 F. Supp. 2d 431, 450 (W.D. Tex. 1999) (dismissing RICO claims for failure to include “specific facts” in complaints). Plaintiffs are not entitled to submit a conclusory, barebones complaint that fails to provide fair notice of the facts on which they rely. Likewise, including paragraph after paragraph of irrelevant allegations will not satisfy Plaintiffs pleading burden. The onus of asserting clear and understandable allegations falls squarely on Plaintiffs, who cannot avoid that obligation by filing a confusing complaint that requires the court or the defendant to strain in an attempt to comprehend the incomprehensible. *See, e.g., Old Time Enterprises v. Int’l Coffee Corp.*, 862 F.2d 1213, 1218 (5th Cir. 1989) (dismissing RICO allegations and stating “[i]t is perhaps not impossible that a RICO claim may lie hidden or buried somewhere in [plaintiff’s] complaints and the Standing Order case statement. [Plaintiff’s] pleadings do not unequivocally negate such a possibility. However, they also do not state a RICO claim against defendants with sufficient intelligibility for a court or opposing party to understand whether a valid claim is alleged and if so what it is.”).

1. PLAINTIFFS HAVE NOT ADEQUATELY PLEADED THE NECESSARY PREDICATE ACTS.

5. Plaintiffs have brought their RICO action under 18 U.S.C. § 1962(c) and (d). To avoid dismissal for failure to state a claim, a plaintiff must articulate how each defendant

engaged in a prohibited pattern of racketeering activity or “predicate acts.” *Cadle Co.*, 779 F. Supp. at 397 (citing *Elliott*, 867 F.2d at 882). The only “facts” cited by Plaintiffs regarding V&F’s predicate acts are contained in paragraphs 133 and 145 – 151. The RICO Act defines “racketeering activity” by reference to various state and federal offenses, “each of which subsumes additional constituent elements that the plaintiff must plead.” *Id.* at 398. As demonstrated below, Plaintiffs have failed to adequately plead these necessary predicate acts.

a. PLAINTIFFS HAVE FAILED TO ALLEGE AN UNLAWFUL ACT AGAINST V&F.

6. With respect to V&F, Plaintiffs have listed four federal crimes that appear in 18 U.S.C § 1961(1)’s definition of racketeering activity. However, to successfully plead a RICO claim under § 1962(c), Plaintiffs must do more than simple list the predicate act crimes necessary to establish a pattern of racketeering activity. Plaintiffs must also plead specific facts that, if true, would establish that each predicate act was in fact committed by V&F. *Elliott*, 867 F.2d at 880. Plaintiffs’ Complaint fails to meet this standard. For most of the identified predicated acts, Plaintiffs simply identify the statute, provide a general description of the conduct it prohibits, and then asserts that V&F violated the statute. However, these allegations are baseless on its face and a far cry from the truth. Accordingly, Plaintiffs’ claims must be dismissed.

b. PLAINTIFFS HAVE FAILED TO ADEQUATELY PLEAD WITH PARTICULARITY THEIR FRAUD-BASED PREDICATE ACTS AS REQUIRED BY FEDERAL RULE 9(B).

7. Most of Plaintiffs’ predicate acts are, at their core, allegations of fraudulent behavior. Because all of Plaintiffs’ allegations are fundamentally grounded in fraud, “rule 9(b) applies and the predicate acts alleged must be plead with particularity.” *Walsh v. America’s Tele- Network Corp.*, 195 F. Supp. 2d 840, 846 (E.D. Tex. 2002) (citing *Williams v. WMX Techs., Inc.*, 112 F.3d 175, 177 (5th Cir. 1997)); FED. R. CIV. P. 9(b) (“In all averments of fraud or mistake,

the circumstances constituting fraud or mistake shall be stated with particularity.”). Underpinning the heightened pleading requirement for fraud claims is the federal courts’ determination that “defendants are not required to guess what statements were made in connection with a plaintiff’s claim and how and why they are fraudulent.” *Allstate Insurance Company v. Benhamou*, No. 4:15-CV-00367, 2016 WL 3126423, at *17 (S.D. Tex. June 2, 2016). Thus, Plaintiffs’ fraud allegations must specifically refer to the “time, place, and contents of the false representations, as well as the identity of the person making the representation and what the person obtained thereby.” *Tel-Phonic Servs., Inc. v. TBS Int’l, Inc.*, 975 F.2d 1134, 1138 (5th Cir. 1992); *Skidmore Energy, Inc. v. KPMG LLP*, No. CIV.A.3:03CV2138-B, 2004 WL 3019097, at *3 (N.D. Tex. Dec. 28, 2004). When pleading a claim for mail or wire fraud, Plaintiffs must specify the content of the alleged communications and how those communications advanced the alleged scheme to defraud the Plaintiffs. *Elliott*, 867 F.2d at 882; *Old Time Enterprises*, 862 F.2d at 1218; *Tel-Phonic Servs.*, 975 F.2d at 1138.

8. Here, Plaintiffs have failed to allege the contents of *any* of the purported false representations made by V&F, or how they advanced the alleged scheme to defraud Plaintiffs, flaws that are fatal to their claims. Moreover, as stated above, Plaintiffs offer no real factual support for their obstruction of justice, mail and wire-fraud allegations, or truly any of their claims. Given these fatal defects, the Court should dismiss Plaintiffs’ RICO action.

c. PLAINTIFFS HAVE FAILED TO PLEAD RELIANCE IN CONNECTION WITH THEIR FRAUD RELATED CLAIMS.

9. RICO cases based upon fraud require a showing of detrimental reliance by the plaintiff. *Summit Properties, Inc. v. Hoechst Celanese Corp.*, 214 F.3d 556, 562 (5th Cir. 2000) (dismissing RICO claims where plaintiff failed to allege reliance in connection with fraud-based predicate acts); *Sherman v. Main Event, Inc.*, No. 3:02-CV-1314-G, 2003 U.S. Dist. LEXIS

1571, *16 (N.D. Tex. Feb. 3, 2003) (Fish, J.) (unpublished) (dismissing RICO claims for mail, wire, and bankruptcy fraud where plaintiff failed to allege reliance). This requirement, the Fifth Circuit has determined, is consistent with the Supreme Court’s admonition in *Holmes* that federal courts employ traditional notions of proximate cause when assessing the nexus between a plaintiff’s injuries and the underlying RICO violation. *See Holmes v. Securities Investor Protection Corp.*, 503 U.S. 258, 279 (1992); *Sandwich Chef of Texas, Inc. v. Reliance Nat’l Indemnity Ins. Co.*, 319 F.3d 205, 219 (5th Cir. 2003); *In re MasterCard International, Inc.*, 313 F.2d 257, 263 (5th Cir. 2002) (noting that district court’s reliance analysis was “particularly compelling”). But, despite this firmly established requirement, Plaintiffs in this case have asserted *no* allegations—indeed, not even a conclusory allegation—detailing *how* they purportedly relied upon V&F’s allegedly fraudulent conduct. Accordingly, Plaintiffs’ RICO claims, most of which are fraud-based, should be dismissed.

2. PLAINTIFFS HAVE FAILED TO PLEAD A COGNIZABLE RICO ENTERPRISE.

a. PLAINTIFFS ENTERPRISE ALLEGATIONS ARE TOO VAGUE AND CONCLUSORY.

10. An enterprise is defined as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” 18 U.S.C. § 1961(4); *see also Elliott*, 867 F.2d at 881. The Fifth Circuit requires that “[i]n order to avoid dismissal for failure to state a claim, a plaintiff must plead specific facts, not mere conclusory allegations, which establish the existence of an enterprise.” *Elliott*, 867 F.2d at 881.

11. To establish an “association in fact” enterprise under 18 U.S.C. § 1961(4) a plaintiff must show “evidence of an ongoing organization, formal or informal, and ... evidence

that the various associates function as a continuing unit.” *Atkinson v. Anadarko Bank & Trust Co.*, 808 F.2d 438, 440-41 (5th Cir. 1987) (quoting *U.S. v. Turkette*, 452 U.S. 576, 583 (1981)). The Supreme Court in *Turkette* stated that the “enterprise is an entity, for present purposes a group of persons associated together for a common purpose of engaging in a course of conduct.” 452 U.S. at 583. The Fifth Circuit has enumerated the requirements of an enterprise as requiring that it “(1) must have an existence separate and apart from the pattern of racketeering, (2) must be an ongoing organization and (3) its members must function as a continuing unit shown by a hierarchical or consensual decision making structure.” *Landry v. Air Line Pilots Ass'n Int'l*, 901 F.2d 404, 433 (5th Cir.1990).

12. “[T]wo individuals who join together for the commission of one discrete criminal offense have not created an “association-in-fact” enterprise, even if they commit two predicate acts during the commission of this offense, because their relationship to one another has no continuity.” *Montesano et al. v. Seafirst Commercial Corp. et al.*, 818 F.2d 423, 426-27 (5th Cir. 1987). However, “if the individuals associate together to commit several criminal acts, their relationship gains an ongoing nature, coming within the purview of RICO.” *Ocean Energy II, Inc. v. Alexander & Alexander, Inc.*, 868 F.2d 740, 749 (5th Cir. 1989) (quoting *Montesano*, 818 F.2d at 427).

13. Plaintiffs have provided virtually no facts concerning the alleged enterprise, how it operated, how decisions were made, what conduct beyond the alleged predicate acts they purportedly engaged in, how the operations of the individuals were carried out, or how they went about accomplishing their purported goals. Instead, Plaintiffs allege the text book elements of an enterprise characterized with inflammatory exaggerations and baseless conclusions.

14. Plaintiffs fail to allege any specific facts that would demonstrate a conspiracy of any kind—when it began, who was actually a part of such conspiracy or any facts suggesting that any defendant had actual knowledge that any of the seemingly harmless acts were done in furtherance of some secret conspiracy. In the absence of these or *any* other supporting facts, Plaintiffs’ pleadings are simply insufficient.

15. Given RICO’s “draconian” penalties and the fact that the very pendency of a RICO suit can be stigmatizing and costly, Plaintiffs should be required to satisfy their pleading obligations. *See Fitzgerald v. Chrysler Corp.*, 116 F.3d 225, 228 (7th Cir. 1997) (characterizing RICO’s penalties as “draconian”); *Miranda v. Ponce Federal Bank*, 948 F.2d 41, 44 (1st Cir. 1991) (characterizing RICO cases as “stigmatizing” and “costly”). Hence, to avert dismissal under Rule 12(b)(6), a civil RICO complaint must, *at a bare minimum*, state facts sufficient to portray (i) specific instances of racketeering activity within the reach of the RICO statute; and (ii) a causal nexus between that activity and the harm alleged.” *Miranda*, 948 F.2d at 44-45 (emphasis added) (affirming dismissal of RICO claims where the pleadings “though copious, [were] vague and inexplicit”). Plaintiffs have failed to meet even this “bare minimum” requirement. Therefore, this case should be dismissed.

b. PLAINTIFFS ALLEGED ENTERPRISE LACKS CONTINUITY.

16. Because the RICO Act was enacted to address continuing threats of racketeering activities, the alleged RICO enterprises must meet certain “continuity” requirements. *See, e.g., Delta Truck*, 855 F.2d at 242-43 (“The concept of continuity as a means of controlling the scope of RICO has also been incorporated into the enterprise element of section 1962.”). Specifically, “[a]n association-in fact enterprise (1) must have an existence separate and apart from the pattern of racketeering, (2) must be an ongoing organization and (3) its members must function as a

continuing unit as shown by a hierarchical or consensual decision making structure.” *Crowe v. Henry*, 43 F.3d 198, 205 (5th Cir. 1995). These requirements limit the application of the RICO Act, and serve to prevent an overly-broad application to general commercial conduct that was never really the intended focus of the Act. *Delta Truck*, 855 F.2d at 242-43.

17. Here, the purported enterprise fails to meet RICO’s “continuity” requirement on all three levels. First, nothing in the Complaint even remotely suggests that the alleged enterprise is an ongoing organization that maintains operations that are separate and apart from the alleged predicate acts. Second, there are no facts in the Complaint suggesting that the enterprise is an ongoing organization, or that the various enterprise members function as a continuing unit. Lastly, there are no allegations of any hierarchical or consensual decision making structure. The absence of factual support for these key allegations is fatal, and thus, Plaintiffs have failed to meet the pleading standard for a cognizable enterprise.

3. PLAINTIFFS HAVE FAILED TO ADEQUATELY PLEAD A PATTERN OF RACKETEERING ACTIVITY.

18. Plaintiffs have also failed to plead facts sufficient to show a “pattern of racketeering activity,” an element comprised of (1) the predicate acts and (2) a pattern of such acts. *See In re Burzynski*, 989 F.2d 989 733, 741-42 (5th Cir. 1993) (citing *Delta Truck*, 855 F.2d at 242-43). To properly allege a “pattern” of predicate acts, Plaintiffs must plead both that the acts are related to each other *and* that those acts either constitute or threaten long-term criminal activity, thereby reflecting “continuity.” *H.J., Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229, 239 (1989). When used in discussion of predicate acts, the term “continuity” has a meaning that differs from the “continuity” requirement imposed on RICO enterprises, even though the label is the same. Establishing continuity in this context requires facts sufficient to show that the predicate acts “amount to or threaten continuous racketeering activity.” *In re Burzynski*, 989 F.2d

at 742-43 (finding no continuity where the acts complained of had ended and, thus, did not threaten long-term criminal activity). Such continuity may refer “either to a closed period of repeated conduct or to past conduct that by its nature projects into the future with a threat of repetition.” *Id.* (quoting *H.J., Inc.*, 492 U.S. at 241).

19. Here, Plaintiffs alleges several times throughout their Complaint that V&F engaged in a “pattern of racketeering.” However, their conclusory allegations fail to set forth the necessary pattern of predicate acts and the supporting facts to establish that they amount to or threaten continuous racketeering activity.

4. PLAINTIFFS HAVE NOT ADEQUATELY ALLEGED A CONSPIRACY CLAIM UNDER § 1962(d).

20. A claim under § 1962(d) necessarily relies upon a properly pleaded claim brought under subsections (a), (b), or (c). Because Plaintiffs have failed to adequately plead violations of those other subsections, the § 1962(d) conspiracy allegation fails to state a claim. *Nolen v. Nucentrix Broadband Networks*, 293 F.3d 926, 930 (5th Cir. 2002) (affirming dismissal of § 1962(d) claim where plaintiff did not adequately plead § 1962(a) and (c) claims). Plaintiffs’ conspiracy allegations are conclusory and lack supporting factual details. *See Lovick v. Ritemoney Ltd*, 378 F.3d 433, 437 (5th Cir. 2004) (holding that courts need not rely on “conclusory allegations or legal conclusions disguised as factual allegations” in considering a motion to dismiss); *see also Crowe*, 43 F.3d at 206 (dismissing § 1962(d) claim because plaintiff’s allegations were conclusory and failed to allege adequate supporting facts). Plaintiffs mere insistence that V&F conspired to participate in a criminal enterprise is insufficient to support a RICO claim. As a result, this claim too should be dismissed.

C. PLAINTIFFS' CLAIMS SHOULD BE DISMISSED BECAUSE PLAINTIFFS' ALLEGATIONS DO NOT SATISFY RICO'S PROXIMATE CAUSE STANDARD.

21. To recover damages under the RICO Act, Plaintiffs must prove that they suffered an injury to their "business or property by reason of" a statutory violation. 18 U.S.C. § 1964(c). The "by reason of" language of RICO has been interpreted by the Supreme Court and to require a showing that the violation was the "but for" cause and "proximate" cause of the injury. *Z-Tel Communications, Inc. v. SBC Communications, Inc.*, 331 F.Supp.2d 513, 559 (E.D. Tex. 2004) (citing *Holmes*, 503 U.S. at 279). That is, a plaintiff must allege facts which show that, "but for" defendant's conduct, the plaintiff would not have suffered the injuries claimed. *Ocean Energy II v. Alexander & Alexander, Inc.*, 868 F.2d 740, 744 (5th Cir. 1989). A plaintiff must also allege facts which show that its alleged injuries were a foreseeable consequence of the defendant's conduct. *Navigant Consulting, Inc. v. Wilkinson*, 508 F.3d 277, 289 (5th Cir. 2007). More plainly stated, a RICO plaintiff "only has standing if, and can only recover to the extent that, he has been injured in his business or property by the conduct constituting the [RICO] violation." *Sedima*, 473 U.S. at 496.

22. Thus, to avoid a Rule 12(b)(6) dismissal, Plaintiffs must allege the existence of a "direct relation between the injury asserted and the injurious conduct alleged." *See, e.g., Anza v. Ideal Steel Supply Corp.*, 547 U.S. 451, 452 (2006), 1996 (2006); *Old Time Enterprises*, 862 F.2d at 1219. These allegations must include specific facts; conclusory and generalized allegations are insufficient. *Fernandez-Montez v. Allied Pilots Ass'n*, 987 F.2d 278, 284 (5th Cir. 1993). "When a court evaluates a RICO claim for proximate causation, the central question it must ask is whether the alleged violation led directly to the plaintiffs' injuries." *Anza*, 547 U.S. at 452.

23. The United States Supreme Court emphasized RICO's proximate-cause requirement in *Anza v. Ideal Steel Supply Corp.* In explaining its conclusion, the Supreme Court identified circumstances that emphasized the lack of the necessary causal connection. One such circumstance was the difficulty the trial court would have accurately ascertaining damages. The "less direct an injury is, the more difficult it becomes to ascertain the amount of a plaintiffs' damages attributable to the violation, as distinct from other independent factors." *Id.* If the case were allowed to go forward, the court reasoned, the trial court would be faced with the difficult task of accurately ascertaining the plaintiff's damages. *Id.*

24. Applying the above-referenced strict proximate-cause requirements in this case, it becomes clear that the required direct relationship between the injury asserted and the alleged injurious conduct is simply lacking. Plaintiffs' Complaint contains the following allegations regarding Plaintiffs' alleged injuries, which fail to meet the required pleading standards:

- Plaintiff Curtis is one of five beneficiaries of the Brunsting Family of Trusts, who has been deprived of the enjoyment of her beneficial interests, forced to incur expense and fees in effort to obtain the use of her property, and has suffered extortionist threats of injury to property rights and has suffered fraud upon both state and federal courts committed by corrupt court officers in furtherance of a pattern of racketeering, activity herein delineated with a particularity.
- As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property in an exact amount to be proven at trial.
- Plaintiff Munson is a multi-disciplinarian with skills that include but are not limited to information systems engineering and paralegal, among several other skilled crafts. Munson has worked diligently as a paralegal on the Curtis v. Brunsting lawsuit for more than four years, in effort to obtain justice for Ms. Curtis, only to be frustrated by a blatantly corrupt probate court and its officers herein named.
- As an actual consequence and proximate result of the racketeering conspiracy and the obstruction, intentional delay, refusal to administer justice and other means and methods employed, Plaintiff Munson has been diverted away from other productive pursuits and has thus suffered tangible losses to his property and business interest in an amount to be proven at trial.

25. Clearly, these allegations are insufficient to properly plead a violation of the RICO Act because they are vague, conclusory and generalized. Nevertheless, just like in *Anza*, Plaintiffs has alleged a similar disjunctive causation pattern with respect to their claims against V&F. There is not a direct relation between the injury asserted and the injurious conduct alleged as anticipated by *Anza*. At a minimum, the necessary causal link is missing. Because Plaintiffs have failed to allege facts necessary to meet the Supreme Court's high proximate-causation standard, this case should be dismissed.

D. PLAINTIFFS' CLAIMS SHOULD BE DISMISSED BECAUSE A VIOLATION OF THE HOBBS ACT DOES NOT CREATE A PRIVATE CAUSE OF ACTION.

27. On its face, the Hobbs Act is a criminal statute which contains no reference to any private civil right of action. 18 U.S.C. § 1851. While the Fifth Circuit has not specifically spoken to this issue, other courts, have specifically held that the Hobbs Act creates no private right of action. *See, e.g., Trevino v. Pechero*, 592 F.Supp.2d 939, 946-47 (S.D. Tex. 2008); *Decker v. Dunbar*, No. 5:06-cv-210, 2008 WL 4500650, *43 (E.D. Tex Sept. 29, 2008). Because the Hobbs Act cannot support an independent civil action, Plaintiffs' Hobbs Act claim should be dismissed for failure to state a claim.

E. PLAINTIFFS' CLAIMS SHOULD BE DISMISSED BECAUSE V&F CANNOT BE CIVILLY LIABLE FOR AIDING AND ABETTING

28. There is no statutory provision holding persons civilly liable for aiding and abetting violations of the RICO statute, and thus this claim must be dismissed as it is not a viable cause of action against V&F. *See Central Bank of Denver v. First Interstate Bank of Denver, N.A.*, 511 U.S. 164, 182 (1994).

F. PLAINTIFFS' CLAIMS SHOULD BE DISMISSED BECAUSE PLAINTIFFS HAVE NOT ADEQUATELY PLEADED A VIOLATION OF PLAINTIFFS' CIVIL RIGHTS.

1. Plaintiffs HAVE NOT ADEQUATELY PLEADED A CLAIM UNDER § 1983.

29. Section 1983 “provides a federal cause of action for the deprivation, under the color of law, of a citizen’s ‘rights, privileges, or immunities secured by the Constitution and laws’ of the United States.” *Livadas v. Bradshaw*, 512 U.S. 107, 132 (1994). To state a claim under § 1983, a plaintiff must allege facts that show that he has been deprived of a right secured by the Constitution and laws of the United States and that the deprivation occurred under color of state law. *See Flagg Bros, Inc. v. Brooks*, 436 U.S. 149, 155 (1978); *Cornish v. Corr. Servs. Corp.*, 402 F.3d 545, 549 (5th Cir. 2005). Plaintiffs cannot meet the essential element of this claim – identify a specific constitutionally protected right that has been infringed. *See Graham v. Connor*, 490, U.S. 386, 394 (1989). The requirement that the deprivation occur under color of state law is also known as the “state action” requirement. *See Bass v. Parkwood Hosp.*, 180 F.3d 234, 241 (5th Cir. 1999). A private party, like V&F, will be considered in a state action for § 1983 purposes only in rare circumstances. *See Gordon v. Neugebauer*, 57 F.Supp.3d 766, 773 (N.D. Tex. 2014). V&F requests the Court dismiss Plaintiffs’ § 1983 claims because Plaintiffs’ Complaint fail to allege facts that, if true, would amount to a violation of § 1983.

30. There are two ways that a private actor can be considered a state actor for purposes of imposing § 1983 liability. First, the plaintiff can show that the private actor was implementing an official government policy. *See Rundus v. City of Dallas, Tex.*, 634 F.3d 309, 312 (5th Cir. 2011). Plaintiffs have included no facts in their Complaint which, if true, would show that any of the governmental units sued by Plaintiffs had an official policy that caused the alleged constitutional violations—much less that V&F implemented that policy.

31. The second method for proving state action under § 1983 is a showing that the private entity's actions are fairly attributable to the government. *See Rundus*, 634 F.3d at 312. This is also known as the “attribution test.” The Supreme Court has articulated a two-part inquiry for determining whether a private party's actions are fairly attributable to the government: (1) “the deprivation [of plaintiff's constitutional rights] must be caused by the exercise of some right or privilege created by the State or by a rule of conduct imposed by the state or by a person for whom the State is responsible” and (2) “the party charged with the deprivation must be a person who may fairly be said to be a state actor.” *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 937 (1982); *see also Bass*, 180 F.3d at 241. Here, V&F are private citizens. Thus, V&F can only be liable under § 1983 if their conduct that forms the basis of this lawsuit is fairly attributable to the state of Texas or one of its political subdivisions.

32. The Supreme Court utilizes three different tests for determining whether the conduct of a private actor can be fairly attributable to a state actor under the second prong of the attribution test: (1) the nexus or joint-action test, (2) the public function test, and (3) the state coercion or encouragement test. *See Richard v. Hoechst Celanese Chem. Grp., Inc.*, 355 F.3d 345, 352 (5th Cir. 2003); *Lewis v. Law-Yone*, 813 F.Supp. 1247, 1254 (N.D. Tex. 1993) (describing the three tests as applicable to the resolution of the second prong of the attribution test articulated by the Supreme Court in *Lugar*).

a. NEXUS/JOINT-ACTION TEST

33. Under the nexus test, a private party will be considered a state actor “where the government has ‘so far insinuated itself into a position of interdependence with the [private actor] that it was a joint participant in the enterprise,’” and the actions of the private party can be treated as that of the state itself. *Bass*, 180 F.3d at 242; *see also Blum v. Yaretsky*, 457 U.S. 991,

1004 (1982). Plaintiffs have pled no facts which would suggest that any state governmental entity has “insinuated itself into a position of interdependence” with V&F. Indeed, Plaintiffs fail to plead any facts which would show that V&F ever interacted or communicated with the any state governmental entity regarding the estate planning documents. Plaintiffs have failed to plead facts that would satisfy the nexus test for state action under § 1983.

b. PUBLIC FUNCTION TEST

34. Under the public function test, a “private entity may be deemed a state actor when that entity performs a function which is traditionally the exclusive province of the state.” *Bass*, 180 F.3d at 241–42. Here, Plaintiffs’ Complaint is devoid of any facts showing that V&F was performing a function that was traditionally the exclusive province of the state when they drafted the estate planning documents.

c. STATE COERCION OR ENCOURAGEMENT TEST

35. Under the state coercion test, “a State normally can be held responsible for a private decision only when it has exercised coercive power or has provided such significant encouragement, either overt or covert, that the choice must in law be deemed to be that of the State.” *Bass*, 180 F.3d at 242. State coercion or compulsion can be found where the plaintiff establishes that the private defendants were engaged in a conspiracy with state officials. *See Tebo v. Tebo*, 550 F.3d 492, 496 (5th Cir. 2008).

36. To establish such a conspiracy, the plaintiff must show that the private and public actors entered into an agreement to commit an illegal act. *Id.* At the motion to dismiss stage, the plaintiff must “allege specific facts to show an agreement.” *See id.* (quoting *Priester v. Lowndes*

Cnty., 354 F.3d 414, 421 (5th Cir. 2004)). Here, Plaintiffs have included no facts in their Complaint which would suggest that V&F entered into an agreement or was acting at the direction of any government official when they drafted the estate planning documents. There are simply no facts which would, if true, show the existence of an illegal agreement between V&F and a governmental entity. Plaintiffs have thus failed to plead facts showing that V&F was coerced or encouraged by any governmental entity with respect to drafting of the estate planning documents. *Priester*, 354 F.3d at 420 (conspiracy alleges that are “merely conclusory, without reference to specific facts,” will not survive a motion to dismiss).

37. In sum, Plaintiffs’ Complaint is devoid of the factual allegations necessary to plead state action under the nexus test, the public function test, or the state coercion or encouragement test. Plaintiffs have failed to establish the necessary state action required to hold a private actor liable under § 1983. Accordingly, Plaintiffs’ § 1983 claims against V&F should be dismissed for failure to state a claim upon which relief can be granted.

2. Plaintiffs HAVE NOT ADEQUATELY PLEADED A CLAIM UNDER § 1985

38. To state a § 1985 claim, a plaintiff must plead: (1) a conspiracy involving two or more persons, (2) to deprive, directly or indirectly, a person or class of persons of equal protection of the laws, (3) that one or more of the conspirators committed an act in furtherance of that conspiracy, (4) which causes injury to another in his person or property or a deprivation of any right or privilege he has as a citizen of the United States, and (5) the conspirators’ action is motivated by “discriminatory animus.” *Wong v. Stripling*, 881 F.2d 200, 202 (5th Cir. 1989).

39. Plaintiffs’ § 1985 claim fails for several reasons. First, a viable § 1985 claim requires an underlying violation of constitutional rights or privileges secured elsewhere. *See Griffin v. Breckenridge*, 403 US. 88, 102-04 (1971).

40. Plaintiffs' § 1985 claim also fails because Plaintiffs failed to properly identify facts sufficient to support the elements of a § 1985 claim. Plaintiffs' Complaint, as to this cause of action, is very brief and does not contain any factual averments from which a neutral fact finder could conclude that a conspiracy existed, that it was race-based, that Plaintiffs are in a protected class, or that it involved obstruction of justice or denial of equal protection of the laws.

41. Finally, Plaintiffs' § 1985 claim fails because they have provided no evidence whatsoever of class-based animus. Nor do Plaintiffs allege that they are members of a protected class. As such, Plaintiffs' § 1985 claims against V&F should be dismissed for failure to state a claim upon which relief can be granted.

F. TORTIOUS INTERFERENCE WITH INHERITANCE RIGHTS IS NOT A RECOGNIZED CAUSE OF ACTION IN TEXAS

42. Neither the Texas Legislature nor the Texas Supreme Court have recognized a cause of action for tortious interference with inheritance rights. *See Anderson v. Archer*, 490 S.W.3d 175, 176 (Tex. App.—Austin 2016, pet. filed May 18, 2016); *Walker v. Kinsel*, No. 07-13-00130-CV, 2015 WL 2085220, *3 (Tex. App.—Amarillo Apr. 10, 2015, pet. filed Aug. 19, 2015). Because this is not a viable cause of action, Plaintiffs claim for tortious interference with inheritance rights should be dismissed for failure to state a claim.

**IV.
PRAYER**

WHEREFORE PREMISES CONSIDERED, Defendants Candace Kuntz-Freed and Albert Vacek, Jr. hereby request that their Motion to Dismiss for Failure to State a Claim on all claims alleged by Plaintiffs.

Respectfully Submitted,

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CANDACE KUNTZ-FREED AND

ALBERT VACEK, JR.

CERTIFICATE OF SERVICE

I certify that on the 7th day of September, 2016, a true and correct copy of the foregoing was served via the Court's ECF system upon the following counsel of record:

Candace L. Curtis
Rik Wayne Munson
218 Landana Street
American Canyon, California 94503

/s/ Cory S. Reed

Cory S. Reed

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

CANDACE LOUISE CURTIS AND RICK §
WAYNE MUNSON, §

Plaintiffs, §

V. §

CIVIL ACTION NO. 4:16-CV-01969

CANDACE KUNZ-FREED, ALBERT §
VACEK, JR., BERNARD LYLE §
MATHEWS III, NEAL SPIELMAN, §
BRADLEY FEATHERSTON, STEPHEN §
A. MENDEL, DARLENE PAYNE SMITH, §
JASON OSTROM, GREGORY LESTER, §
JILL WILLARD YOUNG, CHRISTINE §
RIDDLE BUTTS, CLARINDA §
COMSTOCK, TONI BIAMONTE, BOBBY §
BAYLESS, ANITA 'BRUNSTING, AND §
AMY BRUNSTING, §

Defendants. §

**DEFENDANTS CANDACE KUNZ-FREED AND ALBERT VACEK JR.'S
MOTION TO DISMISS FOR LACK OF SUBJECT
MATTER JURISDICTION**

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Defendants Candace Kuntz-Freed and Albert Vacek, Jr. (collectively referred to as "V&F") hereby file this Motion to Dismiss for Lack of Subject Matter Jurisdiction and would respectfully show the Court the following:

**I.
SUMMARY OF MOTION**

1. This is the most recent lawsuit filed in the "Brunsting Sibling Saga" and Plaintiff Candace Louise Curtis second attempt to have a federal judge consider these issues. In addition, similar claims are currently pending against V&F in Harris County, Texas. This Court does not

have subject matter jurisdiction over this case because Plaintiffs do not have standing to assert the present claims. Simply, Plaintiffs do not have an actual case or controversy with V&F. Plaintiffs cannot articulate any action traceable to V&F, which has caused any injury under any of the theoretical approaches taken by Plaintiffs. Additionally, V&F cannot be held liable to Plaintiffs. Accordingly, V&F requests that this Court dismiss Plaintiffs' claim for lack of subject matter jurisdiction.

II. **BACKGROUND**

A. V&F HANDLED ESTATE PLANNING FOR THE BRUNSTING FAMILY.

2. Prior to their deaths, V&F had performed general estate planning legal services for Elmer and Nelva Brunsting beginning in 1997. On February 12, 1997, Elmer and Nelva created a living trust (the "Brunsting Family Living Trust") for their benefit and for the benefit of their five children. The stated co-successor beneficiary distribution was to be equal, 1/5 for each of the five Brunsting children¹. Elmer and Nelva restated the Brunsting Family Living Trust in 2005, and amended it for the first time in 2007. The 2007 amendment replaced Amy with Curtis as co-successor trustee with Carl Brunsting (the only son of the family). After being diagnosed with Alzheimer's and Dementia, Elmer died in 2009. Thereafter, Nelva made all the decisions with respect to the Brunsting Family Living Trust until she resigned as trustee in December of 2010. She later died in November of 2011. Since the death of Nelva there have been numerous lawsuits filed by Curtis and her brother Carl against the rest of the Brunsting siblings.

B. CURTIS FIRST FEDERAL LAWSUIT ALLEGED SIMILAR ALLEGATIONS.

3. On February 27, 2012 Curtis originally filed an Original Complaint and Application for Ex Parte Temporary Restraining Order, Asset Freeze, Temporary and Permanent

¹ The beneficiary distribution has never been changed.

Injunction against Anita and Amy (“the Current Trustees”) in the United States District Court for the Southern District of Texas² alleging breach of fiduciary duty, fraud, and intentional infliction of emotional distress. Generally, Curtis argued that the Current Trustees failed to meet their obligations under the Brunsting Family Living Trust.

4. Specifically with regards to the breach of fiduciary duty claim, Curtis alleged that Anita and Amy were acting jointly as co-trustees for the Brunsting Family Living Trust, of which she is a beneficiary and named successor beneficiary. Curtis claimed as the Current Trustees, they owed a fiduciary duty to Curtis to provide all beneficiaries and successor beneficiaries of the Brunsting Family Living Trust with information concerning trust administration, copies of trust documents, and semi-annual accounting. Curtis further contended that as the Current Trustees, they owed a fiduciary duty to provide notice to all beneficiaries prior to any changes to the trust that would affect their beneficiary interest. Curtis also alleged that the Current Trustees exercised all of the powers of trustees while refusing or otherwise failing to meet their first obligations under that power.

5. As to Curtis’ fraud claim, she alleged that the Current Trustees refused or otherwise failed to meet their obligations to provide full, accurate, complete and timely accounting or provide copies of material documents or notification of material facts relating to trust administration which constitutes fraud. Curtis also alleged that there was a conflict of interest between the Current Trustees and the beneficiaries or successor beneficiaries of the Brunsting Family Living Trust. In particular, Anita held the general power of attorney for Nelva, but at some point required her to resign making Anita her successor trustee. Curtis contended that Anita transgressed the limitation placed upon her authority by the Brunsting Family Living

² See Cause No. 4:-12-cv-00592; *Candace Louise Curtis v. Anita Kay Brunsting, et al*; In the United States District Court for the Southern District of Texas.

Trust by refusing or otherwise failing to meet her obligations to provide full, accurate, complete and timely accounting or provide copies of material documents and facts relating to trust administration, the concealing of which coupled with multiple conflicts of interest constitute manifests acts of fraud.

6. Curtis' intentional infliction of emotional distress claim stemmed from the Current Trustees failure to provide her with information related to the Brunsting Family Living Trust and the trust's administration.

C. CURTIS ATTEMPTED TO SUE V&F IN THE ORIGINAL FEDERAL LAWSUIT FOR SIMILAR CLAIMS.

7. On April 29, 2013 Curtis filed her First Amended Complaint attempting to add V&F as named Defendants to the Federal Court Suit³. As to Curtis specific allegations against V&F she had alleged conspiracy, fraud, elder abuse, undue influence, false instruments, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, tortuous interference with fiduciary obligations, conversion, and violations of the Deceptive Trade Practices Act. She claimed she was informed and believed V&F assisted the Current Trustees in "rupturing the Brunsting family trusts" by creating documents improperly disrupting the dispositive provisions of Elmer and Nelva's estate plan. Further, V&F provided substantial assistance in such conspiracy resulting in the transfer of assets for the benefit of one or more of the Current Trustees, and did so knowingly, willfully and with reckless indifference to the rights of Curtis and did receive compensation for their participation in said conspiracy.

8. Ultimately, on May 15, 2015, at Curtis' request the case was remanded to the pending probate proceeding in Harris County, Texas. That case is still pending before Judge

³ V&F was not added as a party to the lawsuit, because the Court denied Curtis' Motion for Leave to File the Amended Complaint.

Butts and most definitely involves similar questions of law and fact as the present lawsuit filed before this Court.

D. SIMILAR CLAIMS ARE CURRENTLY PENDING IN A MALPRACTICE LAWSUIT.

9. On March 9, 2012, Carl Henry Brunsting (“Carl”) filed a Verified Petition to take Depositions Before Suit in Cause No. 2012-14538; *In re Carl Brunsting*; In the 80th Judicial District Court of Harris County, Texas. In that proceeding Carl conducted extensive written discovery and deposed at least one individual. On August 24, 2012 Carl and V&F entered into a Tolling Agreement Regarding Statute of Limitations, which tolled the applicable statute of limitations until December 31, 2012⁴. On January 29, 2013 [almost a year after filing the presuit petition], arguably past the applicable statute of limitations, Carl Henry Brunsting as the Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting brought a legal malpractice case against V&F for negligence, negligent misrepresentation, breach of fiduciary duty, aiding and abetting the current trustees’ breaches of fiduciary duty, fraud, conversion, conspiracy, and violations of the Texas Deceptive Trade and Practices Act stemming from their representation of Elmer and Nelva, both individually and in their capacities as trustees of the Family Trust⁵.

10. Specifically, Carl alleged that V&F assisted the Current Trustees in implementing a scheme to change the terms of the Brunsting Family Living Trust, to ultimately remove Nelva from her position as trustee of the Brunsting Family Living Trust, and to improperly remove assets from Elmer and Nelva’s estates and from the Brunsting Family Living Trust. Carl contended because of the actions of V&F, the Current Trustees were able to alter Elmer and

⁴ The presuit litigation was dismissed for want of prosecution on October 23, 2012.

⁵ See Cause No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In the 164th Judicial District Court of Harris County, Texas.

Nelva's wishes, resulting in an improper transfer of assets to Anita, Amy, and Carole, all to Carl and Curtis' detriment.

11. Carl further alleged that despite V&F's representations to Elmer and Nelva that the Brunsting Family Living Trust would preserve their plans for the estate, V&F took direction from the Current Trustees, with the result being just the opposite. Carl believed that V&F not only failed to inform Nelva that they had established a relationship with the Current Trustees, which put them in a conflict of interest with regard to their representation of Nelva's interest, but that V&F actually ignored the terms of the Brunsting Family Living Trust in ways which it is believed that Nelva did not have capacity to change and/or did not understand or want. In his petition, Carl pleaded that V&F took steps to undermine and even remove Nelva's control of her own assets, of the assets of Elmer's estate, and of the Family Trust assets, thereby placing those assets at risk of loss to Anita, Amy, and Carole and facilitating the loss which actually occurred.

12. Moreover, Carl alleged that V&F assisted the Current Trustees in various ways intended to prevent Nelva from even understanding that documents were being prepared by V&F at the Current Trustee's request, why those documents were being prepared, and what legal impact those documents had. Carl amended his petition three times.

13. On February 3, 2015, V&F took Carl's deposition in that proceeding. During the deposition, Carl could not provide any testimony to support the allegations he asserted against V&F. The next day, Carl's lawyer contacted V&F and said she thought Carl was acting strange during his deposition and she believed he might be incapacitated. Over one month later on March 5, 2015, Carl's counsel sent V&F a letter explaining that Carl's deposition testimony was without value because Carl lacked capacity during the deposition. On February 19, 2015, in the Probate Proceeding, Carl filed an application to resign as executor. The Probate Court granted

the application in March 2015. Until a successor executor is appointed, the malpractice lawsuit sits in limbo.

E. THE PENDING PROBATE PROCEEDING.

14. 70 days after filing the Malpractice Lawsuit and while the Federal Lawsuit was pending, on April 10, 2013, Carl filed suit against Anita, Amy, Carole Ann Brunsting, and Curtis⁶ seeking a Declaratory Judgment, an Accounting, and for the Imposition of a Constructive Trust. *See* Cause No. 412.249-401; *Carl Henry Brunsting, et al v. Anita Kay Brunsting, et al*; In the Number Four Probate Court of Harris County, Texas. Similar to every lawsuit involving the Brunsting family, that lawsuit has drawn on with numerous filings, including motions for summary judgment (but no rulings).

15. On July 24, 2015 Judge Butts appointed Greg Lester (“Lester”), as a temporary administrator, to determine the merits of the claims asserted in the various lawsuits. On January 20, 2016 Lester provided a report, wherein he concluded:

- All of the legal actions taken by Nelva were within her authority;
- Any damages for unequal distribution can be resolved by equalizing the distributions to all siblings; and
- Recommended that the Probate Court should uphold the “No Contest” Clause.

16. On March 9, 2016 the parties were ordered to mediate the case with the Honorable Mark Davidson. The parties were scheduled to mediate on July 12, 2016, however the mediation was canceled at the last minute.

III.
BASIS FOR MOTION TO DISMISS AND STANDARD OF REVIEW

17. Rule 12(b)(1) permits the dismissal of an action for lack of subject matter jurisdiction when the district court lacks authority to hear the dispute. *See generally, U.S. v.*

⁶ V&F is not a party to the Probate Proceeding.

Morton, 467 U.S. 822 (1984). The burden of proof for a Rule 12(b)(1) motion to dismiss is on the party asserting jurisdiction. *Ramming v. United States*, 281 F.3d 158, 161 (5th Cir. 2001). To establish subject matter jurisdiction, a party must show that an actual case or controversy exists between himself and the party from whom relief is sought. Standing is an essential element in the determination of whether a true case or controversy exists. A motion to dismiss for lack of subject matter jurisdiction should be granted if it appears certain that the plaintiff cannot prove any set of facts in support of his claim that would entitle him to relief. *Id.*

IV.

ARGUMENTS AND AUTHORITIES

A. PLAINTIFFS' CLAIMS SHOULD BE DISMISSED BECAUSE THEY DO NOT MEET THE STANDING REQUIREMENTS.

18. Under Article III, the Federal Judiciary is vested with the “power” to resolve not questions and issues, but “cases” or “controversies.” This language restricts the federal judicial power “to the traditional role of the Anglo-American courts.” *Summers v. Earth Island Institute*, 555 U.S. 488, 492 (2009). To state a case or controversy under Article III, a plaintiff must establish standing. *Allen v. Wright*, 468 U.S. 737, 751 (1984). The minimum constitutional requirements for standing were explained in *Lujan v. Defenders of Wildlife*, 504 U.S. 555 (1992):

First, the plaintiff must have suffered an ‘injury in fact’ – an invasion of a legally protected interest which is (a) concrete and particularized, and (b) ‘actual or imminent, nor “conjectural” or “hypothetical.”’ Second, there must be a causal connection between the injury and the conduct complained of – the injury has to be ‘fairly ... trace[able] to the challenged action of the defendant, and not ... th[e] result [of] the independent action of some third party not before the court. Third, it must be ‘likely,’ as opposed to merely ‘speculative,’ that the injury will be ‘redressed by a favorable decision.’

Id. at 560-61.

19. Plaintiffs in this case do not satisfy the requisite elements of standing. Plaintiffs have not suffered an injury in fact that was caused by V&F’s conduct. Plaintiffs’ Complaint fails

to identify or correlate the direct relationship between the injury asserted and the alleged injurious conduct. Plaintiffs' Complaint does not allege facts which show that, "but for" V&F's conduct, they would not have suffered the injuries claimed. *Ocean Energy II v. Alexander & Alexander, Inc.*, 868 F.2d 740, 744 (5th Cir. 1989); *see Navigant Consulting, Inc. v. Wilkinson*, 508 F.3d 277, 289 (5th Cir. 2007) (a plaintiff must also allege facts which show that its alleged injuries were a foreseeable consequence of the defendant's conduct).

20. In general, Curtis cannot demonstrate that she has been injured as a result of V&F's conduct. Curtis is still entitled to collect 1/5 of her inheritance under the Brunsting Family Living Trust. To the extent she has incurred any expense or fees it is because she has filed numerous frivolous lawsuits and attempted to fight her other siblings at every turn. Moreover, Munson is not a party to any of the prior lawsuits nor is he a beneficiary under to the Brunsting Family Living Trust. It is inconceivable that he could injured as a result of V&F's drafting of the estate planning documents. Plaintiffs' Original Complaint contains the following allegations regarding Plaintiffs' alleged injuries:

- Plaintiff Curtis is one of five beneficiaries of the Brunsting Family of Trusts, who has been deprived of the enjoyment of her beneficial interests, forced to incur expense and fees in effort to obtain the use of her property, and has suffered extortionist threats of injury to property rights and has suffered fraud upon both state and federal courts committed by corrupt court officers in furtherance of a pattern of racketeering, activity herein delineated with a particularity.
- As an actual consequence and proximate result Plaintiff Curtis has been injured in her business and property in an exact amount to be proven at trial.
- Plaintiff Munson is a multi-disciplinarian with skills that include but are not limited to information systems engineering and paralegal, among several other skilled crafts. Munson has worked diligently as a paralegal on the Curtis v. Brunsting lawsuit for more than four years, in effort to obtain justice for Ms. Curtis, only to be frustrated by a blatantly corrupt probate court and its officers herein named.
- As an actual consequence and proximate result of the racketeering conspiracy and the obstruction, intentional delay, refusal to administer justice and other means and methods

employed, Plaintiff Munson has been diverted away from other productive pursuits and has thus suffered tangible losses to his property and business interest in an amount to be proven at trial.

21. Clearly, these allegations are insufficient to demonstrate a “conclusive financial loss.” *See Price v. Pinnacle Brands, Inc.*, 138 F.3d 602, 607 (5th Cir. 1998) (per curiam); *Patterson v. Mobil Oil Corp.*, 335 F.3d 476, 492 (5th Cir. 2003) (a plaintiff does not have standing unless they can show concrete financial loss). Plaintiffs cannot demonstrate that they have been harmed by V&F. In this case, there is not a direct relation between the injury asserted and the injurious conduct alleged. Because Plaintiffs have failed to allege facts necessary to meet the Supreme Court’s high standing standard, this case should be dismissed.

B. PLAINTIFFS’ CLAIMS SHOULD BE DISMISSED BECAUSE V&F CANNOT BE LIABLE TO PLAINTIFFS.

22. Plaintiffs do not have standing to bring the suit against V&F. *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 102 (1998). While Plaintiffs attempt to cloak their claims against V&F as violations of the Racketeer Influenced Corruption Organization Act (amongst others), they are truly allegations of malpractice. *i.e.* V&F did not exercise that degree of care, skill, or diligence as attorneys of ordinary skill and knowledge commonly possess.

23. Legal malpractice is a tort cause of action based on negligence. *See Belt v. Oppenheimer, Blend, Harrison & Tate, Inc.*, 192 S.W.3d 780, 783 (Tex. 2006). The elements of a claim for negligence by an attorney are: (1) the attorney owed the plaintiff a duty; (2) the attorney’s negligence act or omission breached that duty; (3) the breach proximately caused the plaintiff’s injury; and (4) the plaintiff suffered damages. *Akin, Gump, Strauss, Hauer & Feld, L.L.P. v. Nat’l Dev. & Research Corp.*, 299 S.W.3d 106, 112 (Tex. 2009).

24. In most lawsuits against an attorney, the existence of the attorney-client relationship is not in dispute. However, in this case the existence of the attorney-client

relationship is a principal defense. As a rule, an attorney owes a duty of care only to a person with whom the attorney has a professional attorney-client relationship. *Barcelo v. Elliott*, 923 S.W.2d 575, 577 (Tex. 1996).

25. It has long been the law that an attorney owes a duty of care only to his or her client, not to third parties who may have been damaged by the attorney's negligent representation of the client. *See Savings Bank v. Ward*, 100 U.S. 195, 200 (1879); *Banc One Capital Partners Corp. v. Kneipper*, 67 F.3d 1187, 1198 (5th Cir. 1995); *FinServ Cas. Corp. v. Settlement Funding, LLC*, 724 F. Supp. 2d 662, 671 (S.D. Tex. 2010); *Lewis v. Am. Expl. Co.*, 4 F. Supp. 2d 673, 676 (S.D. Tex. 1998); *F.D.I.C. v. Howse*, 802 F. Supp. 1554, 1563 (S.D. Tex. 1992); *Belt v. Oppenheimer, Blend, Harrison & Tate, Inc.*, 192 S.W.3d 780, 783 (Tex. 2006); *McCamish, Martin Brown & Loeffler v. F.E. Appling Interests*, 991 S.W.2d 787, 792 (Tex. 1999); *Barcelo*, 923 S.W.2d at 577; *Alpert v. Crain, Caton & James, P.C.*, 178 S.W.3d 398, 405 (Tex. App.—Houston [1st Dist.] 2005, pet. denied); *see also Stancu v. Stalcup*, 127 S.W.3d 429, 432 (Tex. App.—Dallas 2004, no pet.) (an attorney only owes a duty of care to his clients and not to third parties, even if they may have been damaged by the attorney's representation of the client). Non-clients who are injured by the negligence of someone else's attorney are not permitted to sue the attorney. *See Swank v. Cunningham*, 258 S.W.3d 647, 666 (Tex. App.—Eastland 2008, pet. denied); *Gillespie v. Scherr*, 987 S.W.2d 129 (Tex. App.—Houston [14th Dist.] 1998, pet. denied).

26. Because an attorney does not represent a trust beneficiary they do not owe a professional duty to them. *Barcelo*, 923 S.W.2d at 576; *see Huie v. DeShazo*, 922 S.W.2d 920 (Tex. 1996) (it would strain reality to hold that a trust beneficiary, who has no direct professional relationship with the trust's attorney, is the real client). Without this "privity barrier," the

rationale goes, clients would lose control over the attorney-client relationship, and attorneys would be subject to almost unlimited liability. *Barcelo*, 923 S.W.2d at 577. Courts have uniformly applied the privity barrier in the estate planning context. See *Brown v. Green*, 302 S.W.3d 1, 16 (Tex. App.—Houston [14th Dist.] 2009, no pet.); *Thompson v. Vinson & Elkins*, 859 S.W.2d 617, 621–22 (Tex. App.—Houston [1st Dist.] 1993, writ denied); *Thomas v. Pryor*, 847 S.W.2d 303, 304–05 (Tex. App.—Dallas 1992), writ *dism'd by agr.*, 863 S.W.2d 462 (Tex.1993); *Dickey v. Jansen*, 731 S.W.2d 581, 582–83 (Tex. App.—Houston [1st Dist.] 1987, writ *ref'd n.r.e.*); *Berry v. Dodson, Nunley & Taylor, P.C.*, 717 S.W.2d 716, 718–19 (Tex. App.—San Antonio 1986), writ *dism'd by agr.*, 729 S.W.2d 690 (Tex.1987). A lawyer's professional duty should never extend to persons whom the lawyer never represented. *Barcelo*, 923 S.W.3d at 579.

27. In *Barcelo*, the court considered whether beneficiaries dissatisfied with the distribution of estate assets could sue an estate-planning attorney for legal malpractice after a client's death. *Id.* at 576. In that case, the intended beneficiaries of a trust, which was declared invalid after the client's death, sued the attorney who drafted the trust agreement. *Id.* The court concluded that the non-client beneficiaries could not maintain a suit against the decedent's estate planner because "the greater good is served by preserving a bright-line privity rule which denies a cause of action to all beneficiaries whom the attorney did not represent." *Id.* at 578.

28. Several policy considerations supported the *Barcelo* holding. First, the threat of suits by disappointed heirs after a client's death could create conflicts during the estate-planning process and divide the attorney's loyalty between the client and potential beneficiaries, generally compromising the quality of the attorney's representation. *Id.* at 578. The court also noted that suits brought by bickering beneficiaries would necessarily require extrinsic evidence to prove

how a decedent intended to distribute the estate, creating a “host of difficulties.” *Id.* The *Barcelo* court subsequently held that barring a cause of action for estate-planning malpractice by beneficiaries would help ensure that estate planners “zealously represent[ed]” their clients. *Id.* at 578–79.

29. Because Plaintiffs were not a client of V&F they do not have standing to assert the present claims. *See Brown*, 302 S.W.3d at 16. As such, this Court must grant V&F’s Motion to Dismiss.

V.
PRAYER

WHEREFORE PREMISES CONSIDERED, Defendants Candace Kuntz-Freed and Albert Vacek, Jr. hereby request that their Motion to Dismiss for Failure to State a Claim on all claims alleged by Plaintiffs.

Respectfully Submitted,

By: /s/ Cory S. Reed
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**ATTORNEYS FOR DEFENDANTS
CANDACE KUNTZ-FREED AND
ALBERT VACEK, JR.**

CERTIFICATE OF SERVICE

I certify that on the 7th day of September, 2016, a true and correct copy of the foregoing was served via the Court's ECF system upon the following counsel of record:

Candace L. Curtis
Rik Wayne Munson
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American Canyon, California 94503

/s/ Cory S. Reed

Cory S. Reed

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**CANDACE LOUISE CURTIS,
RIK WAYNE MUNSON**

Plaintiffs

vs.

CANDACE KUNZ-FREED, et al.,

Defendants

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CASE NO. 4:16-cv-01969

DISCLOSURE OF INTERESTED PARTIES

COMES NOW Defendant, Bobbie G. Bayless, and hereby certifies that the following persons or entities have a financial interest in the outcome of this litigation.

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4. Albert Vacek, Jr., Defendant
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17. Clarinda Comstock, Defendant
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Respectfully submitted,

BAYLESS & STOKES

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Attorneys for Bobbie G. Bayless

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument has been served on this 7th day of September, 2016, through the Court's CM/ECF system.

/s/ Bobbie G. Bayless

BOBBIE G. BAYLESS

3. Candace Kunz-Freed
C/o Zandra E. Foley
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4. Albert Vacek Jr.
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6. Anita Brunsting
7. Amy Brunsting
8. Neal Spielman
9. Bradley Featherston
10. Stephen A. Mendel
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13. Gregory Lester
14. Jill Willard Young
15. Bobbie Bayless
16. Christine Riddle Butts
17. Clarinda Comstock
18. Toni Biamonte

In accordance with this Court's Order, if new parties are added, or if additional persons or entities that are financially interested in the outcome of the litigation are identified at any time during the pendency of this litigation, counsel will promptly file an amended certificate with the clerk.

Respectfully Submitted,

By: /s/ Cory S. Reed

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**ATTORNEYS FOR DEFENDANTS
CANDACE KUNTZ-FREED AND
ALBERT VACEK, JR.**

CERTIFICATE OF SERVICE

I certify that on the 7th day of September, 2016, a true and correct copy of the foregoing was served via the Court's ECF system upon the following counsel of record:

Candace L. Curtis
Rik Wayne Munson
218 Landana Street
American Canyon, California 94503

/s/ Cory S. Reed
Cory S. Reed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS,
RIK WAYNE MUNSON

Plaintiffs

vs.

CANDACE KUNZ-FREED, et al.,

Defendants

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CASE NO. 4:16-cv-01969

**BOBBIE G. BAYLESS’ MOTION TO DISMISS
FOR FAILURE TO STATE A CLAIM**

TO THE HONORABLE UNITED STATES DISTRICT COURT:

COMES NOW Bobbie G. Bayless (“Bayless”), one of the Defendants in the above entitled and numbered cause, and files her Motion to Dismiss for Failure to State a Claim, and in support thereof would respectfully show the Court as follows:

1. Plaintiffs filed an Original Complaint (“Complaint”) purporting to assert causes of action against Bayless and numerous other Defendants for what Plaintiffs describe as: (1) violations of the Racketeer Influenced Corrupt Organization Act, 18 U.S.C. §1962(c); (2) conspiracy to violate 18 U.S.C. §1962(c); (3) conspiracy to violate due process rights; (4) conspiracy to deny equal protection of law; (5) conspiracy to deprive plaintiffs of an impartial forum; (6) breach of the public trust; (7) aiding and abetting public and private fiduciary breaches; (8) aiding and abetting fiduciary misapplications; and (9) claims allowed by 42 U.S.C. §1988(a), 18 U.S.C. §1964(c) and Rule 10b-5 Securities Exchange act of 1934 (17 C.F.R. §240.10b-5), including the right of private claims implied therefrom.

2. This case is related to a case pending in Harris County Probate Court Number 4 in Cause No. 412.249-401, styled *Carl Henry Brunsting, et al. v. Anita Kay Brunsting, et al.* in which Bayless represents Carl Henry Brunsting who is the brother of Plaintiff, Candace Louise Curtis. The action in the Harris County Probate Court involves disputes concerning a trust created by the parents of the five Brunsting siblings. Plaintiffs' Complaint in this Court, which even names the judge, associate judge, and a visiting court reporter of Harris County Probate Court Number 4, was filed days before a mediation was scheduled in the probate proceeding. The allegations, though difficult to follow, leave little question that the goal of this proceeding is to avoid that probate court mediation and the jurisdiction of Harris County Probate Court Number 4 over this dispute.¹

3. The allegations relating to Bayless are minimal. The information identifying Bayless as a defendant is contained in paragraphs 21, 49, and 50 of the Complaint.² Paragraph 55 of the Complaint alleges that Bayless is an attorney who has practiced law in the Harris County Probate courts. Paragraph 56 alleges, without any facts to support it, that Bayless and the other named parties have engaged in a criminal enterprise somehow being conducted through Harris County Probate Court Number 4. Paragraph 59 makes a similar allegation, again without one shred of factual support. Bayless' name only otherwise appears at paragraph 124 of the Complaint, where an undefined conspiracy to alter the course of justice is alleged, and paragraph 131 of the Complaint, which contains only the factual basis for Plaintiffs' claim against Bayless. That so-called claim is one, however, which fails on its face.

¹ See paragraphs 113-115 of the Complaint which specifically complain about mediation being required in the probate proceeding.

² Paragraph 21 names Bayless as a Defendant. Paragraph 49 alleges the law firm of Bayless & Stokes to be an enterprise and a "legal entity associated with Harris County Probate Court...."

4. Plaintiffs' entire claim, as articulated in paragraph 131 of the Complaint, is based on Bayless' postponement of a hearing on the Motion for Partial Summary Judgment Bayless filed in the probate proceeding on behalf of her client, Carl Brunsting. That action is not wrongful and can not support a cause of action which can be asserted by these Plaintiffs under any circumstances. Nevertheless, that is Plaintiffs' only factual assertion supporting Plaintiffs' claims against Bayless. Bayless' postponement of the hearing on her own motion is not something that has any relationship to the Plaintiffs³, and Plaintiffs have no standing to even complain about it. Nor have Plaintiffs alleged any causal relationship between any alleged injury, which they do not bother to define, and Bayless' postponement of the hearing on her own motion.

5. Bayless certainly did postpone the hearing on her own Motion for Partial Summary Judgment, but Plaintiffs have no right to even complain about Bayless' actions in representing her client, Carl Brunsting, much less sue Bayless for it. Thus, Plaintiffs' attempts to allege facts to support a claim against Bayless fall woefully short. Pursuant to Fed. R. Civ. P. 12(b)(6), Bayless asks this Court to dismiss Plaintiffs' action against her because it fails to state a claim upon which relief can be granted. Thus, even though Bayless admits she postponed her own hearing, Plaintiffs have no right to relief based on that fact. *Crowe v. Henry*, 43 F.3d 198, 203 (5th Cir. 1995).

6. Indeed, this Court could dismiss this entire case on its own initiative because Plaintiffs can not possibly prevail on what has been asserted, and it does not appear to be something that can be cured by a new pleading. *Carroll v. Fort James Corp.*, 470 F.3d 1171, 1177 (5th Cir. 2006). Plaintiffs who are pro se parties have long and loudly made their disdain for lawyers known.

³ The allegation is even more amazing in light of the fact that one of the Plaintiffs has no relationship whatsoever to the Brunsting probate proceeding.

But that disdain does not support these outlandish claims. Plaintiffs have not provided one single fact to support their apparent position that Bayless is a person who is engaged in a pattern of racketeering activity connected to the acquisition, establishment, conduct, or control of an enterprise, and that Bayless participated in the operation or management of that enterprise. The fact that Bayless practices law and, in the course of her practice has represented another party involved in litigation with one of the Plaintiffs in Probate Court Number 4, does not even come close to supporting any cause of action, even if Plaintiffs do not like actions taken by Bayless in the course of her representation of her client, Carl Brunsting.

WHEREFORE, PREMISES CONSIDERED, Bayless prays that this motion be in all things granted and sustained; that the Court dismiss this action for failure to state a claim upon which relief can be granted; and that Bayless have such other and further relief, both general and special, legal and equitable, to which she may show herself entitled.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

Bobbie G. Bayless

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Houston, Texas 77098

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bayless@baylessstokes.com

Attorneys for Bobbie G. Bayless

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument has been served on this 7th day of September, 2016 via Telecopier or U.S. First Class Mail as follows:

Candace Louise Curtis
218 Landana Street
American Canyon, CA 94503
sent via U.S. First Class Mail

Rik Wayne Munson
218 Landana Street
American Canyon, CA 94503
sent via U.S. First Class Mail

Cory Reed
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Jason Ostrom
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/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS,
RIK WAYNE MUNSON

Plaintiffs

vs.

CANDACE KUNZ-FREED, et al.,

Defendants

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CASE NO. 4:16-cv-01969

ORDER

Bobbie G. Bayless' Motion to Dismiss For Failure to State a Claim was considered, and the Court is of the opinion that the motion should be granted. It is therefore

ORDERED that Plaintiffs' claims against Bobbie G. Bayless are DISMISSED.

SIGNED this _____ day of _____, 2016.

PRESIDING JUDGE

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**CANDACE LOUIS CURTIS
RICK WAYNE MUNSON
Plaintiffs**

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§

VS.

C.A. No. 4:16-cv-01969

**CANDACE KUNZ-FREED., ET AL.
Defendants**

PROPOSED ORDER

Before the Court is the Unopposed Motion to File Responsive Pleading, filed by Defendant Jason B. Ostrom. The Motion is **GRANTED**. The deadline for Jason B. Ostrom to file a responsive pleading is hereby extended up to and including November 7, 2016. All other deadlines remain in full force and effect.

SO ORDERED.

Date: September 8, 2016.



ALFRED H. BENNETT
UNITED STATES DISTRICT JUDGE

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

CANDACE LOUISE CURTIS, ET AL.,

Plaintiffs,

v.

CANDACE KUNZ-FREED, ET AL.,

Defendants.

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Civil Action No. 4:16-cv-01969

DEFENDANT JILL WILLARD YOUNG’S RULE 12(B)(6) MOTION TO DISMISS

Defendant Jill Willard Young files this Motion to Dismiss under Federal Rule of Civil Procedure 12(b)(6) seeking the dismissal of all claims asserted by Plaintiffs against her.

Plaintiffs’ pro se Complaint purports to assert almost fifty “claims” against more than fifteen defendants, who are lawyers, judges, and other legal professionals who practice in Harris County Probate Court No. 4. But those “claims” consist of fantastical allegations that some or all of the defendants are members in a secret society and “cabal” known as the “Harris County Tomb Raiders,” which Plaintiffs also call “The Probate Mafia.” *See, e.g.*, Complaint, at ¶¶ 57, 58, 89. Plaintiffs allege the members of this purported shadow organization engage in “Poser Advocacy,” supposedly an “exploitation opportunity” to “hijack” “familial wealth.” *Id.* at ¶¶ 95–99. In reality, their Complaint is a bizarre, conspiracy-theory-laden attempt to seek revenge for being on the losing end of trust and estate determinations that have already been fully litigated in Texas state court.

Against, Ms. Young, Plaintiffs allege “causes of action” for:

- “18 U.S.C. § 1962(d) the Enterprise” (*see* Complaint, at § IV, ¶¶ 35–58);
- “The Racketeering Conspiracy 18 U.S.C. § 1962(c)” (*see id.* at ¶¶ 59–120);

- Three claims for “Honest Services 18 U.S.C. § 1346 and 2” (*see id.* at ¶¶ 121, 122, 123);
- “Wire Fraud 18 U.S.C. § 1343 and 2” (*see id.* at ¶ 123);
- “Fraud 18 U.S.C. § 1001 and 2” (*see id.* at ¶ 123);
- “Theft/Hobbs Act Extortion Texas Penal Codes § 31.02 & 3.03 and 18 U.S.C. § 1951(b)(2) and 2” (*see id.* at ¶ 123); and
- Three conspiracy claims for “Conspiracy to Obstruct Justice 18 U.S.A.C. § 371” (*see id.* at ¶ 123); “Conspiracy Re: State Law Theft/Extortion – in Concert Aiding and Abetting” (*see id.* at ¶ 132); and “Conspiracy to Violate 18 USC §§242 and 2, & 42 U.S.C. §§983 and 1985) (*see id.* at ¶ 159).

But despite pleading more than ten “claims” against Ms. Young, Plaintiffs make no assertion that she performed even a single wrongful act. And instead of pleading the elements of legal causes of action and supporting those elements with allegations of fact—the minimum standard of pleading required by Rule 8—Plaintiffs’ Complaint reads more like an excerpt from *The DaVinci Code*, rattling off fantastical assertions with no connection to plausible facts or valid causes of action. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (holding that a claim should be dismissed as implausible if it does not “**plead[] factual content** that allows the court **to draw the reasonable inference** that the defendant is liable for the misconduct alleged”) (emphasis added); *Neitzke v. Williams*, 490 U.S. 319, 325 & 328 (1989) (holding that a complaint is “frivolous” and should be dismissed when the factual allegations are “fanciful,” “fantastic,” or “delusional”).

Plaintiffs assert no factual content sufficient to maintain any cause of action against Ms. Young. Instead, Plaintiffs’ allegations are implausible, fanciful, and delusional. The Complaint should be dismissed with prejudice.

FACTUAL BACKGROUND

Plaintiffs' allegations appear to relate to a probate matter in Harris County Probate Court, which the Plaintiffs call "Curtis v. Brunsting" (*see* Complaint ¶ 110), although no cause number is ever mentioned and no court is ever identified.

The only matter in which Ms. Young was ever involved with Plaintiff Curtis was *In re: Estate of Nelva E. Brunsting*, No. 412.249 (Harris County Probate Court No. 4) (the "*Brunsting* matter"). Plaintiff Munson was not party to that matter. In the *Brunsting* matter, Ms. Young was attorney for Greg Lester, who had been appointed by Probate Court No. 4 as temporary administrator,¹ to assist Mr. Lester in preparing a written report to the Court.

All of the actions taken by Ms. Young in that matter were in her role as attorney to Mr. Lester. Ms. Young never had a fiduciary relationship with either Plaintiff, and she did not represent any other party in the *Brunsting* matter. Plaintiffs make no allegations to the contrary.

ARGUMENT

Plaintiffs' claims should be dismissed with prejudice. First, Ms. Young, as attorney only for Mr. Lester, is entitled to immunity from suit under Texas law. *See Cantey Hanger, LLP v. Byrd*, 467 S.W.3d 477, 481 (Tex. 2015) ("[A]ttorneys are immune from civil liability to non-clients for actions taken in connection with representing a client in litigation.") (emphasis added).

Second, Plaintiffs' RICO claims fail for two independent reasons:

- (1) The injuries Plaintiffs allegedly suffered were not proximately caused by a violation of RICO, as is required to bring a civil RICO action under 18 U.S.C. § 1964(c);

¹ *See* Exhibit A, Order Appointing Temporary Administrator Pending Contest Pursuant to Texas Estates Code § 452.051, *In re: Estate of Nelva E. Brunsting*, No. 412.249 (Harris County Probate Court No. 4 Jul. 24, 2015).

- (2) Plaintiffs have failed to plead a “racketeering activity,” namely by not pleading the RICO predicate acts of mail and wire fraud with the particularity required by Fed. R. Civ. P. 9(b);

Third, Plaintiffs’ Complaint should be dismissed because they have not pleaded a plausible claim for relief. *See Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (holding that a claim should be dismissed as implausible if it does not “**plead[] factual content** that allows the court **to draw the reasonable inference** that the defendant is liable for the misconduct alleged”) (emphasis added).

Fourth, Plaintiffs’ Complaint should be denied because it is frivolous, delusional, and implausible. *See Neitzke v. Williams*, 490 U.S. 319, 325 & 328 (1989) (holding that a complaint is “frivolous” and should be dismissed when the factual allegations are “fanciful,” “fantastic,” or “delusional”).

Fifth, Plaintiffs’ “Hobbs Act,” “Wire Fraud,” “Fraud under 18 U.S.C. § 1001,” and “Honest Services” claims fail because those statutes do not create private causes of action. *See Moore v. Garner*, No. Civ.A. 6:04-CV-79, 2005 WL 1022088, at *4 (E.D. Tex. 2005).

Sixth, Plaintiffs attempt to impermissibly plead collectively does not satisfy the federal pleading requirements.

I. Under Texas law, Ms. Young is immune from suit.

Under Texas law, “attorneys are immune from civil liability to non-clients ‘for actions taken in connection with representing a client in litigation.’” *Cantey Hanger, LLP v. Byrd*, 467 S.W.3d 477, 481 (Tex. 2015) (quoting *Alpert v. Crain, Caton & James, P.C.*, 178 S.W.3d 398, 405 (Tex. App.—Houston [1st Dist.] 2005, pet. denied)).

“Even conduct that is ‘wrongful in the context of the underlying suit’ is not actionable if it is ‘part of the discharge of the lawyer’s duties in representing his or her client.’” *Id.* (quoting *Toles v. Toles*, 113 S.W.3d 899, 910-11 (Tex. App.—Dallas 2003, no pet.)); *see also Highland*

Capital Mgmt., LP v. Looper Reed & McGraw, P.C., No. 05-15-00055-CV, 2016 WL 164528, at *6 (Tex. App.—Dallas Jan. 14, 2016, pet. filed) (dismissing conspiracy and breach of fiduciary claims asserted by party against opposing attorneys because actions alleged were “kinds of actions that are part of the discharge of an attorney's duties in representing a party in hard-fought litigation” (citing *Byrd*, 467 S.W.3d at 482)).

Instead, in Texas, “attorney immunity is properly characterized as a true immunity from suit,” and not merely “a defense to liability.” *Troice v. Proskauer Rose, L.L.P.*, 816 F.3d 341, 346–48 (5th Cir. 2016). This immunity “not only insulates the [attorney] from liability, but also prevents the [attorney] from being exposed to discovery and/or trial.” *Id.* at 346.

The only exceptions to an attorney’s “true immunity from suit” are if an attorney engages in conduct that is “entirely foreign to the duties of an attorney,” or if the conduct “does not involve the provision of legal services and would thus fall outside the scope of client representation.” *Byrd*, 467 S.W.3d at 482 (quoting *Poole v. Hous. & T.C. Ry. Co.*, 58 Tex. 134, 137 (1882)). But a plaintiff cannot evade attorney immunity by simply “labeling an attorney’s conduct ‘fraudulent.’” *Id.* at 483 (quoting *Alpert*, 178 S.W.3d at 406).

Here, there are no allegations that Ms. Young engaged in any conduct that was “entirely foreign to the duties of an attorney.” *Id.* at 482. Nor do Plaintiffs allege Ms. Young was engaging in conduct that did not involve the provision of legal services. *Id.* Indeed, Plaintiffs do not allege **any** conduct of Ms. Young that they claim was wrongful. Thus, Ms. Young is protected by Texas’s doctrine of attorney immunity, and this suit against her must be dismissed.

II. Plaintiffs’ RICO claims fail.

Plaintiffs’ RICO claims, alleging violations of § 1962, should be dismissed under Fed. R. Civ. 12(b)(6) for two independent reasons:

- (1) The injuries Plaintiffs allegedly suffered were not proximately caused by a violation of RICO, as is required to bring a civil RICO action under 18 U.S.C. § 1964(c);
- (2) Plaintiffs have failed to plead a “racketeering activity,” namely by not pleading the RICO predicate acts of mail and wire fraud with the particularity required by Fed. R. Civ. P. 9(b);

Each reason is discussed below.

A. *Plaintiffs have not shown they have standing under § 1964(c) to assert civil RICO claims against Ms. Young.*

Plaintiffs’ RICO claims should be dismissed under Fed. R. Civ. P. 12(b)(6) because Plaintiffs have not pled facts showing they have standing under § 1964(c) to assert a civil RICO claim.

The RICO statute states “[a]ny person injured in his business or property by reason of a violation of [RICO] may sue.” 18 U.S.C. § 1964(c). And a RICO plaintiff must show he has standing to sue. *Price v. Pinnacle Brands, Inc.*, 138 F.3d 602, 606 (5th Cir. 1998). To plead standing, a plaintiff “must show that the [RICO] violation was a but-for and proximate cause of the injury.” *Allstate Ins. Co. v. Plambeck*, 802 F.3d 665, 676 (5th Cir. 2015) (citing *Bridge v. Phoenix Bond & Indemn. Co.*, 553 U.S. 639, 654 (2008)); *Holmes v. Securities Investor Protection Corp.*, 559 U.S. 1, 9-10 (1992) (“[P]roximate cause is thus required,” which means there must be “some direct relation between the injury asserted and the injurious conduct alleged.”). The focus of proximate cause analysis is “directness”—whether “the injury or damage was either a direct result or a reasonably probable consequence of the act.” *Plambeck*, 802 F.3d at 676; *Anza v. Ideal Steel Supply Corp.*, 547 U.S. 459, 460 (2006) (“When a court evaluates a RICO claim for proximate causation, the central question it must ask is whether the alleged violation led directly to the plaintiff’s injuries.”). Plaintiffs do not plead facts showing

they suffered any financial loss that directly resulted from any alleged RICO violation by Ms. Young. *See Gil Ramirez Grp., L.L.C.*, 786 F.3d at 408.

In *Firestone*, the beneficiaries of the Firestone family estate and trust asserted RICO claims against the executor and trustee. *Firestone v. Galbreath*, 976 F.2d 279, 282 (6th Cir. 1992). The court affirmed the district court's dismissal of the RICO claims for lack of standing, noting that the estate, not the beneficiaries, suffered the direct harm. *Id.* at 285 (citing *Holmes*, 559 U.S. at 9-10). The alleged harm inflicted by the executor and trustee flowed only indirectly to the beneficiaries through the harms inflicted upon the decedent and her estate. *Id.* (reasoning that the beneficiaries were similar to shareholders who sue for acts aimed at a corporation—"the shareholder's injury is only indirect because the decrease in the value of the corporation precipitates the drop in the value of the stock") (citing *Gaff v. FDIC*, 814 F.2d 311 (6th Cir. 1987); *Warren v. Manufacturer's Nat'l Bank*, 759 F.2d 542 (6th Cir. 1985)). Thus, the *Firestone* beneficiaries lacked direct injury, and therefore standing, to pursue their individual RICO claims. *Id.*

Like the aggrieved beneficiaries in *Firestone*, Plaintiffs here could, at most, only suffer indirect harm through their allegations of "poser advocacy" by some secret society that allegedly includes Ms. Young. The rationale underlying the direct relationship requirement is plainly applicable here, as the estates "can be expected to vindicate the laws by pursuing their own claims." *See Holmes*, 503 U.S. at 269-70 (holding broker dealers could be relied upon to bring suit against alleged securities fraud co-conspirators); *Anza*, 547 U.S. at 460 ("If the allegations are true [that defendants are defrauding the State of New York], the State can be expected to pursue appropriate remedies."). In short, by alleging that Ms. Young caused harm to the estates through "poser advocacy," which in turn caused harm to Plaintiffs, Plaintiffs improperly ask the

Court to go “beyond the first step.”² See *Hemi Group, LLC v. City of New York, N.Y.*, 559 U.S. at 10 (“Because the City’s theory of causation requires us to move well beyond the first step, that theory cannot meet RICO’s direct relationship requirement.”).

Because Plaintiffs’ have not shown their injuries were directly caused by a violation of RICO, they have failed to satisfy the proximate causation requirement necessary to establish RICO standing. Thus, Plaintiffs’ RICO claims should be dismissed.

B. Plaintiffs have not satisfied Rule 9(b) because they have not pleaded facts showing Ms. Young engaged in a “racketeering activity.”

Plaintiffs’ RICO claims should also be dismissed under Fed. R. Civ. P. 9(b) because the allegations do not show Ms. Young engaged in any “racketeering activities” sufficient to trigger the RICO statute.

Under Rule 9(b), fraud claims must meet the heightened pleading requirements of Rule 9(b), which requires a plaintiff to plead allegations of fraud “with particularity.” FED. R. CIV. P. 9(b); *Shandong Yinguang Chem. Indus. Joint Stock Co. v. Potter*, 607 F.3d 1029, 1032 (5th Cir. 2010) (per curiam) (“Rule 9(b) requires the ‘who, what, when, where, and how’ to be laid out.”) (citation omitted); *ABC Arbitrage Plaintiffs Grp. v. Tchuruk*, 291 F.3d 336, 350 (5th Cir. 2002) (to satisfy the particularity standard, a party must “specify the statements contended to be fraudulent, identify the speaker, state when and where the statements were made, and explain why the statements were fraudulent”) (internal quotation marks and citations omitted).

By imposing a “higher, or more strict, standard than . . . basic notice pleading” on fraud claims, *Sushany v. Allwaste, Inc.*, 992 F.2d 517, 521 (5th Cir. 1993), Rule 9(b) ensures that a defendant “has sufficient information to formulate a defense; it protects defendants from harm to

² It is worth noting that, although Plaintiffs allege that Defendants somehow “hijacked” estates by recouping attorneys’ fees for time that was merely spent as sham advocacy, Ms. Young has yet to be paid a single cent for her representation of Temporary Administrator Lester.

their reputation and goodwill; it reduces the number of frivolous suits; and, it prevents plaintiffs from filing a claim and then attempting to uncover unknown wrongs through discovery.” *United States ex. rel. Foster v. Bristol-Myers Squibb Co.*, 587 F. Supp. 2d 805, 819 (E.D. Tex. 2008).

RICO claims require that a defendant commit a “pattern of racketeering activity.” *Word of Faith World Outreach Ctr. Church, Inc. v. Sawyer*, 90 F.3d 118, 122 (5th Cir. 1996). A “[r]acketeering activity consists of two or more predicate criminal acts” listed in 18 U.S.C. § 1961(1). *Abraham v. Singh*, 480 F.3d 351, 355 (5th Cir. 2007) (citation omitted); *Zastrow v. Houston Auto Imports Greenway Ltd.*, 789 F.3d 553, 559 (5th Cir. 2015). The predicate acts can be certain state or federal crimes. *See* 18 U.S.C. § 1961(1). But theft, common law fraud, and other garden-variety torts are not racketeering activities. *See St. Germain v. Howard*, 556 F.3d 261, 263 (5th Cir. 2009) (holding plaintiffs pled facts showing nothing more than “violations of the rules of professional responsibility,” not “the requisite predicate *criminal* acts under RICO”); *Toms v. Pizzo*, 4 F. Supp. 2d 178, 183 (W.D.N.Y.), *aff’d*, 172 F.3d 38 (2d Cir. 1998) (“[S]imple theft is not one of the crimes constituting a predicate act for purposes of establishing a pattern of racketeering activity.”); *Fleet Credit Corp. v. Sion*, 893 F.2d 441, 445 (1st Cir. 1990) (“[A]cts of common law fraud that do not implicate the mails (or the wires) do not constitute ‘racketeering activity’”); *Stangel v. A-1 Freeman N. Am., Inc.*, No. CIV.A. 3:01-CV-2198M, 2001 WL 1669387, at *1 (N.D. Tex. Dec. 27, 2001) (“breach of a settlement agreement, interference with a contract, conversion of property, and intentional infliction of emotional distress” are not racketeering activities).

Plaintiffs have made no assertion of any predicate acts of Ms. Young they claim constitute RICO predicate acts, although they vaguely assert “causes of action” for wire fraud,

mail fraud, and Hobbs Act violations.³ But to adequately plead mail fraud, wire fraud, or violations of the Hobbs Act, Plaintiffs must allege “the particulars of time, place, and contents of the false representations, as well as the identity of the person making the misrepresentation and what he obtained thereby.” *Tel-Phonic*, 975 F.2d at 1139 (emphasis added) (citing Fed. R. Civ. P. 9(b)). RICO claims must be dismissed when they rest on predicate fraud claims that are not pled with particularity. *See id.*; *Elliott*, 867 F.2d 877, 882 (5th Cir. 1989); *St. Germain*, 556 F.3d at 263. Here, Plaintiffs have not pled the time, place, or content of any alleged misrepresentations by Ms. Young, nor have they pled what Ms. Young obtained by making the alleged misrepresentation.

In sum, Plaintiffs fail to state even a single individualized fraud allegation against Ms. Young. *See Del Castillo*, 2015 WL 3833447, at *6 (“A complaint does not satisfy the requirements of *Iqbal* and *Twombly* by lumping together all defendants, while providing no factual basis to distinguish their conduct.”); *Dimas*, 2010 WL 1875803, at *8 (dismissing RICO claims, in part, because the complaint failed to specify the role each Defendant played in the alleged scheme). Thus, because Plaintiffs have failed to plead facts showing Ms. Young engaged in a “racketeering activity,” their RICO claims should be dismissed.

III. Plaintiffs have not satisfied Rule 12(b) because they have not pleaded a plausible claim for relief.

Plaintiffs’ RICO claims should also be denied because the Complaint fails to state a plausible, valid claim for relief under the RICO statute.⁴ Plaintiffs rely on implausible and conclusory allegations, unsupported by any factual assertions whatsoever. *Ashcroft v. Iqbal*, 556

³ As shown in Section C, Plaintiffs’ wire fraud, mail fraud, and Hobbs Act claims fail, because they cannot be asserted as private causes of action.

⁴ As shown in Part V of this Section, all of the “causes of action” Plaintiffs assert other than RICO do not afford a private right of action. Thus, this section focuses on Plaintiffs’ failure plead a valid RICO claim.

U.S. 662, 678 (2009) (holding that a claim should be dismissed as implausible if it does not “**plead[] factual content** that allows the court **to draw the reasonable inference** that the defendant is liable for the misconduct alleged”) (emphasis added). Plaintiffs’ Complaint pleads no factual content to support any of their fantastical allegations.

To survive a Rule 12(b)(6) motion to dismiss, Plaintiffs must plead enough facts “to state a claim to relief that is plausible on its face.” *Iqbal*, 556 U.S. at 678 (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 547 (2007)). Plaintiffs’ claim is “facially plausible” only if they plead facts that allow the court to “draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* Further, the Court is not bound to accept as true legal conclusions couched as factual allegations. *Id.* at 678–79 (holding that a complaint “does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions”). And “where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged—but it has not ‘show[n]’—‘that the pleader is entitled to relief.’” *Id.* at 679. In other words:

A legally sufficient complaint must establish more than a “sheer possibility” that plaintiffs’ claim is true. It need not contain detailed factual allegations, but it must go beyond labels, legal conclusions, or formulaic recitations of the elements of a cause of action. . . . If there are insufficient factual allegations to raise a right to relief above the speculative level, . . . the claim must be dismissed.

Martin v. Magee, CIV.A. 10-2786, 2011 WL 2413473, at *4 (E.D. La. June 10, 2011) (internal quotations and citations omitted) (citing *Iqbal* and *Twombly*).

Plaintiffs’ Complaint does not plead enough facts to state a plausible claim for relief against Ms. Young. Other Courts in this jurisdiction have rejected identical claims. *See Freeman v. Texas*, No. H-08-2050, 2008 WL 4155346, at *2 (S.D. Tex. Sept. 2, 2008) (Rosenthal, J.). In *Freeman*, two pro se plaintiffs alleged:

Plaintiff claims a probate court enterprise comprised of judges and lawyers who conspired against pro se litigants, including himself. He claims that this enterprise has “virtually looted” his mother’s homestead through the guardianship proceeding and denied him due process of law. Even if true, these allegations fail to state a “racketeering activity” because Plaintiff has failed to allege sufficient facts to raise a colorable claim that any violation of one of the numerous criminal statutes constituting racketeering activity has occurred. In light of the absence of any allegation that raises the possibility of a RICO violation, Plaintiff’s claim under RICO must be DISMISSED.

Id. at *2 (internal footnotes omitted). Here, Plaintiffs’ Complaint—devoid of any well-pleaded facts—consists of nothing more than conclusory conspiracy theories. It should be dismissed.

IV. Plaintiffs’ Complaint is frivolous and delusional.

Plaintiffs’ Complaint should also be denied because it is **frivolous and delusional**. This is a wholly separate basis on which the Court should dismiss the Complaint, through this Court’s “inherent authority to dismiss a *pro se* litigant’s frivolous or malicious complaint” *See Campbell v. Brender*, 3:10-CV-325-B, 2010 WL 4363396, at *4 (N.D. Tex. Oct. 25, 2010) (“District Courts have the inherent authority to dismiss a *pro se* litigant’s frivolous or malicious complaint *sua sponte* even when the plaintiff has paid the requiring filing fee.”); *see also Neitzke v. Williams*, 490 U.S. 319, 325 & 328 (1989) (holding that a complaint is “frivolous” and should be dismissed when the factual allegations are “fanciful,” “fantastic,” or “delusional”). To determine “whether a plaintiff’s complaint is frivolous, district courts must determine whether the facts alleged are ‘clearly baseless,’ meaning that the allegations are ‘fanciful,’ ‘fantastic,’ or ‘delusional.’” *Campbell v. Brender*, 3:10-CV-325-B, 2010 WL 4363396, at *5 (N.D. Tex. Oct. 25, 2010) (citing *Denton v. Hernandez*, 504 U.S. 25, 32–33, 112 S.Ct. 1728, 118 L.Ed.2d 340 (1992)).

Here, Plaintiffs’ Complaint resorts to concocting conspiracy theories and hypothesizing the existence of shadow organizations engaging in “poser advocacy” through a cabal of probate mafiosos. Other courts in this Circuit have held that almost identical allegations made by pro se

litigants should be dismissed *and* were sanctionable. *See Whitehead v. White & Case, LLP*, 12-CV-0399, 2012 WL 1795151, at *2 (W.D. La. Apr. 19, 2012), *report and recommendation adopted*, 12-CV-0399, 2012 WL 1795148 (W.D. La. May 16, 2012) (dismissing a pro se plaintiff's conspiracy claims against judges, magistrate judges, attorneys and law firms, as "frivolous and vexatious" and sanctioning the pro se plaintiff).

Plaintiffs' allegations are fanciful, fantastic, and delusional—at best. They also appear to constitute an attempt by Plaintiffs to seek revenge for being on the losing end of trust and estate determinations that were already fully litigated in Texas state court. But whether Plaintiffs' motivations in filing the Complaint are one or the other (or anything in between), their allegations should be dismissed.

V. Plaintiffs' claims for "Hobbs Act," "Wire Fraud," "Fraud under 18 U.S.C. §1001," and "Honest Services" fail because those statutes do not create private causes of action.

The Plaintiffs purport to assert claims against Ms. Young for violation of the Hobbs Act, Wire Fraud, "Fraud under 18 U.S.C. § 1001," and "Honest Services," but those acts do not create private causes of action. Thus, those claims should all be dismissed.

A. *The Hobbs Act does not create a private cause of action.*

The Hobbs Act does not create a private cause of action. *Moore v. Garner*, No. Civ.A. 6:04-CV-79, 2005 WL 1022088, at *4 (E.D. Tex. 2005) ("Nor does the Hobbs Act create a private cause of action") (citing *Wisdom v. First Midwest Bank*, 167 F.3d 402, 408 (8th Cir. 1999)). This is settled law. *See, e.g., Campbel v. Austin Air Systems, Ltd.*, 423 F. Supp. 2d 61, 72 (W.D.N.Y. September 29, 2005) ("[F]ederal courts have consistently found that the Hobbs Act does not support a private cause of action."); *Barge v. Apple Computer*, No. 95 CIV. 9715 (KMW), 1997 WL 394935, at *1 (S.D.N.Y. July 15, 1997), *aff'd*, 164 F.3d 617 (2nd Cir. 1998) ("[C]ourts that have considered this question have consistently found that the Hobbs Act does

not support a private cause of action.”); *John's Insulation, Inc. v. Siska Constr. Co., Inc.*, 774 F. Supp. 156, 163 (S.D.N.Y. 1991) (“There is no implied private cause of action under the Hobbs Act.”).

Thus, Plaintiffs’ Hobbs Act claim against Ms. Young fails.

B. The Wire Fraud statute does not create a private cause of action.

The wire fraud statute does not create a private cause of action. *See Thompson v. Wells Fargo Bank, N.A.*, CV H-15-598, 2016 WL 164114, at *3 (S.D. Tex. Jan. 14, 2016) (Rosenthal, J.) (citing *Napper v. Anderson, Hensley, Shields, Bradford & Pritchard*, 500 F.2d 634, 636 (5th Cir. 1974) for its holding that there is “no private cause of action under the mail-and wire-fraud statutes, 18 U.S.C. §§ 1341 and 1343”); *see also Morse v. Stanley*, 4:11CV230, 2012 WL 1014996, at *2 (E.D. Tex. Mar. 23, 2012) (“18 U.S.C. § 1343 is a criminal statute pertaining to wire fraud and does not provide Plaintiff with a private cause of action.”); *Benitez v. Rumage*, CIV.A. C-11-208, 2011 WL 3236199, at *1 (S.D. Tex. July 27, 2011) (the wire fraud statute “do[es] not provide a private cause of action”).

Thus, Plaintiffs’ Wire Fraud act claim against Ms. Young fails.

C. The claim for “Fraud under 18 U.S.C. §1001” is not a private cause of action.

Plaintiffs’ claim for “Fraud 18 U.S.C. § 1001” fails, as well, because that statute does not create a private cause of action. *See Thompson v. Wells Fargo Bank, N.A.*, CV H-15-598, 2016 WL 164114, at *3 (S.D. Tex. Jan. 14, 2016) (Rosenthal, J.) (“The Thompsons assert causes of action under **18 U.S.C. §§ 1001, 1010, 1014, 1341, 1343, and 1344. These federal criminal statutes do not provide a private cause of action.**”) (emphasis added). Again, this is settled law. *See Blaze v. Payne*, 819 F.2d 128, 130 (5th Cir. 1987) (“Finding no congressional intent to create a private right of action under § 1001(b), Blaze has failed to state a claim upon which relief could be granted, and the district court’s grant of summary judgment was proper.”); *Grant*

v. CPC Logistics Inc., 3:12-CV-200-L BK, 2012 WL 601149, at *1 (N.D. Tex. Feb. 1, 2012), *report and recommendation adopted*, 3:12-CV-200-L, 2012 WL 601128 (N.D. Tex. Feb. 23, 2012) (“Federal courts have repeatedly held that **violations of criminal statutes, such as 18 U.S.C. §§ 1001, 1505 and 1621, do not give rise to a private right of action.**”) (emphasis added); *Parker v. Blake*, CIV. A. 08-184, 2008 WL 4092070, at *3 (W.D. La. Aug. 29, 2008) (“Section 1001 provides criminal penalties for persons convicted of fraud or false statements during the course of certain dealings with the federal government As above, this criminal statute, were it applicable to allegations made by plaintiff still would not create a private civil cause of action or entitlement to monetary relief thereunder.”); *Doyon v. U.S.*, No. A-07-CA-977-SS, 2008 WL 2626837, at *4 (W.D. Tex. June 26, 2008) (holding that there is “no private cause of action under 18 U.S.C. §§ 1001”).

Thus, Plaintiffs’ claim for “Fraud 18 U.S.C. § 1001” fails.

D. The claim for “Honest Services” is not a private cause of action.

Plaintiffs allege three claims for “honest services,” based on 18 U.S.C. § 1346. *See* Complaint, at ¶¶ 121, 122, 123. But 18 U.S.C. § 1346 does not create a private cause of action, either. *See Eberhardt v. Braud*, 16-CV-3153, 2016 WL 3620709, at *3 (C.D. Ill. June 29, 2016) (“Plaintiff attempts to bring a private right of action under 18 U.S.C. § 1346 and 18 U.S.C. § 1951, but those criminal statutes do not contain an express or implied private right of action.”); *Alford v. S. Gen. Ins.*, 7:12-CV-00273-BR, 2013 WL 1010584, at *2 (E.D.N.C. Mar. 14, 2013) (holding that a “claim for honest services fraud under 18 U.S.C. § 1346” must be dismissed “pursuant to Rule 12(b)(6) because a private right of action for a violation of that law does not exist”); *Hooten v. Greggo & Ferrara Co.*, CIV. 10-776-RGA, 2012 WL 4718648, at *6 (D. Del. Oct. 3, 2012) (“18 U.S.C. § 1341 and § 1346 . . . are found in the federal criminal code. Neither § 1341 or § 1346 allow for a private cause of action.”).

Thus, Plaintiffs' three claims against Ms. Young for "Honest Services" fail.

VI. Plaintiffs rely on impermissible collective pleading.

"A complaint does not satisfy the requirements of *Iqbal* and *Twombly* by lumping together all defendants, while providing no factual basis to distinguish their conduct." *In re Parkcentral Glob. Litig.*, 884 F. Supp. 2d 464, 471 (N.D. Tex. 2012) ("It is impermissible to make general allegations that lump all defendants together; rather, the complaint must segregate the alleged wrongdoing of No. 1 from another."). And the pleading requirements of Rule 9(b) likewise demand **specific** and **separate** allegations against each defendant. *See Dimas v. Vanderbilt Mortg. & Fin., Inc.*, No. C-10-68, 2010 WL 1875803, at *8 (S.D. Tex. May 6, 2010) ("[W]hile the Complaint makes several general allegations of fraud, it often fails to specify the role each Defendant played in the alleged scheme."); *Unimobil 84, Inc. v. Spurney*, 797 F.2d 214, 217 (5th Cir. 1986) (affirming dismissal of fraud claim for not stating with particularity "what representations each defendant made").

Here, Plaintiffs offer no individualized allegations about any wrongful conduct they allege against Ms. Young. Instead, Plaintiffs' vague and fanciful pleadings are lobbed at all Defendants, with no discernible specific or separate allegations for Ms. Young. This is insufficient to state a claim.

CONCLUSION

For the reasons stated above, this Court should dismiss Plaintiffs' claims against Ms. Young with prejudice.

Dated: September 15, 2016

Respectfully submitted,

/s/ Robert S. Harrell

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ATTORNEYS FOR DEFENDANT JILL
WILLARD YOUNG

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above Motion to Dismiss has been served on September 15, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Robert S. Harrell
Robert S. Harrell

EXHIBIT A

No. 412,249

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

ORDER APPOINTING TEMPORARY ADMINISTRATOR PENDING CONTEST
PURSUANT TO TEXAS ESTATES CODE 452.051

On March 23, 2015, the Court heard and approved Carl Henry Brunsting's Application to Resign as Independent Executor. On July 21, 2015 the Court heard and considered CARL HENRY BRUNSTING'S APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND CANDACE LOUISE CURTIS' APPLICATION FOR APPOINTMENT AS SUCCESSOR PERSONAL REPRESENTATIVE; Anita Kay Brunsting's OBJECTION TO CANDACE CURTS' APPLICATION FOR APPOINTMENT AS PERSONAL REPRESENTATIVE; AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR, RESPONSE TO CARL BRUNSTING'S APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND OBJECTION TO CANDACE CURTIS'S APPLICATION FOR APPOINTMENT AS SUCCESSOR EXECUTOR; Carl Brunsting's OBJECTION TO AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR; and Candace Curtis' RESPONSE TO OBJECTIONS TO APPLICATION FOR APPOINTMENT AND OBJECTION TO AMY BRUNSTINGS APPLICATION FOR APPOINTMENT.

The Court finds that the Court has jurisdiction and venue over Decedent's Estate; that it is in the best interest of the Estate that a personal representative be immediately appointed; and that the parties have reached an agreement regarding the appointment of a Temporary Administrator Pending Contest with limited powers, which was announced on the record at said hearing, the terms of which are substantially as follows:

1. GREG LESTER would be a suitable temporary representative, is not disqualified from acting as such, and should be appointed Temporary Administrator

07242015:1949:P0046

07242015:1343:P0047

Pending Contest of this Estate with limited powers to evaluate all claims filed against 1) Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC, 2) Anita Kay Brunsting f/k/a Anita Kay Riley, Individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust and the Anita Kay Brunsting Personal Asset Trust; and 3) Amy Ruth Brunsting f/k/a Amy Ruth Tschirhart, Individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Tschirhart Personal Asset Trust; and 4) Carole Ann Brunsting, Individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust. Greg Lester, Temporary Administrator Pending Contest will report to the Court regarding the merits of these claims on or before the expiration of this Order. This Order shall expire 180 days after the date that it is signed.

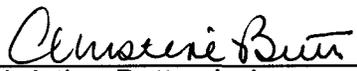
2. Amy Brunsting and Anita Brunsting, as the Successor Co-Trustees of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, and the Nelva E. Brunsting Survivor's Trust agree to advance funds to the Estate of Nelva E. Brunsting (the "Estate") to pay all court approved fees and expenses of the Temporary Administrator Pending Contest.

3. The Temporary Administrator Pending Contest has the authority to seek a continuance in the "District Court Case" in which the Estate is a plaintiff, of the hearing on the Motion for Summary Judgment current scheduled for July 31, 2015 and to seek continuance of the October, 2015 trial setting in that matter.

4. Amy Brunsting and Candace Louise Curtis each agree to a qualified declination to serve as Successor Independent Executor of the Estates of Nelva E. Brunsting and Elmer H. Brunsting, pursuant to the respective wills filed in each Estate, during the pendency of the Temporary Administration of this Estate.

IT IS THEREFORE ORDED that Greg Lester is hereby appointed Temporary Administrator Pending Contest of this Estate and shall give a cash Bond in the amount of \$100.00 (On Hundred Dollars), conditioned as required by law; that the Temporary Administration shall continue until the expiration of 180 days after the date of this Order, or as may be further ordered by this court; that the Clerk of this Court shall issue Letters of Temporary Administration when the Temporary Administrator has qualified according to law; and that the Temporary Administrator shall have the powers enumerated by the agreement of the parties as restated above.

Signed July 23, 2015.


Christine Butts, Judge
Harris County Probate Court No. 4

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HARRIS COUNTY TEXAS

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	Civil Action No. 4:16-cv-01969
	§	
v	§	The Honorable Alfred Bennett
	§	
Kunz-Freed, et al	§	Jury Trial Requested
Defendants	§	

PLAINTIFFS' ADDENDUM OF MEMORANDUM IN SUPPORT OF RICO COMPLAINT

1. Plaintiffs in the above titled action brought claims under the Racketeer Influenced Corrupt Organization (RICO) statutes, both individually and as private attorneys general on behalf of the public trust, on July 5, 2016, in the Southern District of Texas.
2. On September 7, 2016, Defendants Albert Vacek Jr. and Candace Kunz-Freed, collectively V&F, filed motions to dismiss under Federal Rule of Civil Procedure 12(b)(6) and F.R.C.P. Rule 9(b), Doc #19, and Rule 12(b)(1) Doc #20. The 12(b)(1) motion was pled as both a facial and factual challenge.
3. Also on September 7, 2016, Defendant Bobbie Bayless filed a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), Doc #23.
4. Plaintiffs, in response to these challenges, herein incorporate by reference the attached Motions as Memorandums of Points and Authorities in support of the above-referenced complaint, as if those motions had been fully set forth within the original complaint.
5. The following motions are presented as Memorandums, to supplement the Rule 8(a) sufficient complaint.
6. Plaintiffs hereby incorporate these motions as memorandums under authority of Federal Rule 15(a), for the purpose of satisfying the heightened factual pleading standards of Rule 9(b).

7. The following memorandums are submitted in answer to Defendants' challenges to Plaintiffs' claims of facts and are hereby incorporated by this reference as an addendum, in addition to Plaintiffs' original complaint, and do not constitute an amendment.

1. Plaintiff Candace Louise Curtis' Motion for Sanctions Pursuant to Rule 11(b) Case 4:12-cv-00592 Document 120 Filed in TXSD on 08/05/16 and;
2. Plaintiff Candace Louise Curtis Motion for Relief from Order Pursuant to Fed.R.CIV.P. 60(b)(3), 60(b)(6) and 60(d)(3), Case 4:12-cv-00592 Document 115 Filed in TXSD on 08/03/16

Respectfully submitted,

Date: September 15, 2016

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

CERTIFICATE OF SERVICE

I certify that on the 15th day of September, 2016, a true and correct copy of the foregoing was served through the Court's ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

§
§
§
§
§
§
§

v

Civil Action No. 4:12-cv-00592

ANITA KAY BRUNSTING, et al
Defendants

**PLAINTIFF CANDACE LOUISE CURTIS’
MOTION FOR RELIEF FROM ORDER PURSUANT TO FED. R. CIV. P.
60(b)(3), FED. R. CIV. P. 60(b)(6) AND FED. R. CIV. P. 60(d)(3)**

CONTENTS

MOTION FOR RELIEF 2

I. GROUND FOR PETITION 3

II. JURISDICTION AND STATUTES OF LIMITATIONS 4

III. STANDARD OF REVIEW 5

IV. NATURE AND STAGE OF THE PROCEEDINGS 6

V. THE PROCEEDINGS ARE IN STASIS BY DESIGN 8

VI. IN THE HARRIS COUNTY PROBATE COURT 10

VII. VACANCY IN THE OFFICE OF ADMINISTRATOR 12

VIII. THE PENDING DISPOSITIVE MOTIONS 12

IX. THE FIRST COLLUSION 13

X. SCHEME AND ARTIFICE TO DEFRAUD 14

 Transcript March 9, 2016 16

XI. THESE DISCUSSIONS WERE HIGHLY IMPROPER 19

 Transcript of March 9, 2016 Page 15 lines 16-21: 20

XII. FRAUD UPON PLAINTIFF AND THIS COURT 20

XIII. REQUEST FOR JUDICIAL NOTICE 22

XIV. CONCLUSION 24

Cases

Barlow v. Colgate Palmolive Co. 772 F.3d 1001, 1010 (4th Cir. 2014) 4

Statutes

18 U.S.C. §§1341 12
 18 U.S.C. §1951(b) 11
 18 U.S.C. §2 11
 18 U.S.C. §2511 12
 28 U.S.C. §1447(d) 4
 Tex. Ev. Cd. §§1002, 1003 15
 Texas Penal Code §16.02 12
 Texas Penal Codes §§31.02 & 31.03 11

Rules

Federal Rule of Civil Procedure Rule 60(b) Throughout
 Federal Rule of Civil Procedure 52(a) 5

MOTION FOR RELIEF

1. Plaintiff Candace Louise Curtis (Curtis) respectfully moves this honorable Court, pursuant to Fed. R. Civ. P. 60(b)(3), Fed. R. Civ. P. 60(b)(6), and Fed. R. Civ. P. 60(d)(3), praying for relief from this Court’s order of July 22, 2014, approving Jason Ostrom’s Motion for leave to file an amended complaint and Order to Remand the above captioned matter to Harris County Probate Court No. 4¹.

¹ Document Nos. 107, 111 and 112 in this Court’s Record

2. This Motion relates to intentional misrepresentations made by Counsel before this Court, in effort to secure a remand to state court, as revealed by conduct in state court after that relief was granted.

I. GROUND FOR PETITION

3. The above captioned matter was remanded from this Court to the Harris County Probate Court pursuant to a stipulation between the parties, accepted and approved by this Honorable Court.² That stipulation involved Plaintiff amending her complaint to pollute diversity in order to facilitate a remand and, in return, Defendants agreed the federal injunction and all orders of this Court would remain in full force and effect as if there had been no remand. (Exhibit 1: E1-E4)

4. Counsel represented to this Court that the purpose for the remand was to afford complete relief to the parties. Conduct by Defendants, the attorneys, and the state Court manifest the exact opposite intentions. Once in the state probate Court, Defendants immediately ignored this Court's rulings and the injunction, as if the injunction had never been issued, and now act as if the matter had never been before this honorable Court at all.

5. Defendants perpetrated a fraud upon this Court and upon Petitioner, in that they had no intentions of honoring the remand agreement, but promised to do so for the purposes of evading this Court's judgments and orders, thereby depriving Plaintiff of a legitimate judicial forum.

²Harris County Probate Court No. 4, case: 412249, 412249-401, 412249-402 6/6/2014 order granting Plaintiff's motion to remand, signed May 15, 2014 PBT-2014-188311

II. JURISDICTION AND STATUTES OF LIMITATIONS

6. 28 U.S.C. §1447(d) does not prevent a district court from vacating a remand order that was obtained through fraud or misrepresentation.³ The circumstances in which an order may be vacated pursuant to Rule 60(b) are as reasonably applied to remand orders as to any other orders procured by fraud.

7. Vacatur in this case would not be adverse to the goals of §1447(d) and would preserve the integrity of federal judicial proceedings.

8. A federal Court has inherent jurisdiction to vindicate its dignity and authority and such power has been held to be organic, requiring neither statute nor rule for its invocation.

9. This Court specifically retained jurisdiction to enforce the remand agreement, as reflected in the remand order.

10. The twelve month statute of limitations applicable to F.R.C.P. Rule 60(b)(3) does not apply in this case, as this Court retained jurisdiction through the end of the controversy between these parties by stipulation, as reflected in the Remand Order.

11. Even without the Court's order for continuing jurisdiction there is no statute of limitations applicable to F.R.C.P. Rule 60(b)(6) and 60(d)(3) relief, as those statute sections follow the general law of voids.

12. Fraud vitiates everything it touches and a judgement or order procured by intentional deception is recognized by these rules as void ab initio.

³Barlow v. Colgate Palmolive Co. 772 F.3d 1001, 1010 (4th Cir. 2014) (en banc).

III. STANDARD OF REVIEW

13. Federal Rule of Civil Procedure 60(b) allows a party to seek relief from a final judgment for "(1) mistake, inadvertence, surprise, or excusable neglect . . . or (6) any other reason justifying relief from the operation of judgment."

14. Motions filed under subsection (1), (2) or (3) must be made "no more than a year after the entry of the judgment or order or the date of the proceeding" from which relief is sought, while those filed under subsection (6) must instead be made "within a reasonable time". (Fed. R. Civ. P. 60(c)(1))

15. The standard of review on orders granting or denying Rule 60(b) relief is abuse of discretion. For findings of fact the standard of review is clear error⁴ and for conclusions of law the standard for review is de novo.

16. Rule 60 motions should only be granted where (i) extraordinary circumstances exist and (ii) there is a showing that justice demands it.

17. Plaintiff is not a disgruntled litigant against whom adverse judgements have been entered. Plaintiff is a litigant whose motions cannot be answered by the Defendants or ruled against by the Court without reversal on appeal. Plaintiff is a litigant against whom the probate Court and the attorney officers of that Court have conspired against in effort to cheat justice and that is a matter of record.

18. A Motion under Rule 60(b)(6) brought within 120 days of obtaining proof of a fraud upon the federal Court is timely and the facts supporting this motion epitomize the very concept of extraordinary circumstances. Justice clearly demands vacatur as there is no other

⁴ Federal Rule of Civil Procedure 52(a)

remedy available to Plaintiff within the context of this lawsuit and equity will not suffer a right to go without remedy.

19. Plaintiff seeks an honest judicial forum in which to pursue her claim of right, nothing more and nothing less.

IV. NATURE AND STAGE OF THE PROCEEDINGS

20. Plaintiff Curtis filed a Pro se Petition in the United States District Court for the Southern District of Texas, Houston Division, on February 27, 2012, claiming breach of fiduciary, seeking disclosures and a full, true, complete accounting.

21. On March 6, 2012 Vacek & Freed staff attorney Bernard Mathews, appearing under the letterhead “Green and Mathews”, filed a motion for an emergency order accompanied by a false affidavit signed and verified by Defendant Amy Brunsting. (Exhibit 18: E1249-E1251)

22. In reliance upon the material misrepresentations contained therein, on March 8, 2012, this Honorable Court dismissed Plaintiff Curtis’ Pro se Petition sua sponte under the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed a timely notice of appeal.

23. On April 2, 2012 Vacek & Freed filed the Will of Elmer Brunsting [#412248] and a purported Will for Nelva Brunsting [#412249] with the Harris County Clerk at the insistence of Carl Brunsting’s attorney Bobbie Bayless.

24. On March 9, 2012 Carl Brunsting, individually and on behalf of the estate of Nelva Brunsting, filed a petition to take depositions before suit in the Harris County District Court.

25. On January 9, 2013 the Fifth Circuit Court of Appeals in a unanimous decision reversed and remanded to this Court.⁵ Plaintiff Curtis immediately filed for a protective order.

⁵ Candace Curtis v Anita Brunsting et al., 710 F.3d 406

26. On January 29, 2013 Carl Brunsting filed suit against trust attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court, as Executor of the estate of Nelva Brunsting.

27. On April 9, 2013 this Honorable Court issued a protective order enjoining Defendants Amy and Anita Brunsting from spending trust funds or liquidating trust assets without the Court's approval. (Exhibit 2: E5-E9)

28. Also on April 9, 2013 Carl Brunsting filed suit against Amy, Anita and Carole Brunsting in Harris County Probate Court No. 4, individually (412249-401) and as executor of the estate of Nelva Brunsting (412249).

29. Carl Brunsting's attorney, Bobbie Bayless, filed estate claims in the Harris County District Court against Candace Freed and Vacek & Freed P.L.L.C. alleging conspiracies involving Anita, Carole and Amy Brunsting, and then filed suit against Anita, Carole and Amy Brunsting in the Harris County Probate Court alleging a conspiracy involving Candace Freed. Not only did Bayless file claims against co-conspirators in separate Courts, she named federal Plaintiff Curtis a nominal defendant in her probate Court complaint.

30. Hearing on Plaintiff Curtis' Application for Order to Show Cause in the federal Court was held on or about October 2, 2013, however, due to a medical emergency Plaintiff Curtis' assistant was hospitalized in a coma and Plaintiff was unable to obtain the briefing materials before the hearing. Plaintiff was attempting to compel Defendants to bring forth the archetype of an instrument referred to as the "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", allegedly signed by Nelva Brunsting on 8/25/2010 (Hereinafter the 8/25/2010 QBD). (Exhibit 4: E11-E19)

31. This instrument is the subject of Defendants' pending no-evidence Motion for Partial Summary Judgment, which Defendants removed from calendar after Plaintiff Curtis filed answer with Motion and demand to produce evidence. Defendants continue to use the instrument to threaten the Plaintiffs while perpetually refusing to produce it and qualify the alleged instrument as evidence. The 8/25/2010 QBD instrument is of dubious origin and doubtful validity, but plays very prominently in Defendants' disingenuous posturing as hereinafter more fully appears.

32. At the hearing October 2, 2013 this Court expressed concern over Plaintiff's lack of preparation and directed Pro se Plaintiff Curtis to retain counsel so that the discovery process could proceed. Plaintiff Curtis had difficulty finding counsel within the Court's time frame and had the misfortune of retaining Jason Ostrom.

33. Upon appearing in the matter Mr. Ostrom conceived of an arrangement by which Defendants agreed to modification of Plaintiff's Petition to include her brother Carl Henry Brunsting, thus polluting diversity and facilitating a remand to the Harris County Probate Court.

34. In exchange, Defendants agreed to abide by the federal injunction and all orders of the federal Court and on that basis the Court approved the amended complaint and entered an order for remand to the Harris County Probate Court. (Exhibit 3: E10)

V. THE PROCEEDINGS ARE IN STASIS BY DESIGN

35. Curtis v Brunsting is a lawsuit related only to the Brunsting Trusts.

36. There is no docket control order and no trial date in place in the trust litigation or in any related matter pending in the state courts. (Exhibit 19: E1252-E1253)

37. The office of Executor for the estate is vacant and the probate of the estate is the only claim the probate Court has to jurisdiction over the Brunsting trust litigation.

38. Defendant co-conspirators, Attorneys Vacek & Freed, are sequestered in the District Court, where there is no plaintiff, and the probate Court has refused to join the suits.

39. The Defendants' attorneys and Plaintiff Brunsting's attorney have scheduled summary judgment hearings and un-scheduled those hearings, but Curtis cannot get a hearing set on dispositive motions in that Court.

40. The probate Court has clearly colluded with the lawyers to validate the 8/25/2010 QBD without an evidentiary hearing, to create delay, to avoid evidentiary hearings, to exacerbate Plaintiff's costs and to apply Hobbs Act pressure. There is a clear "stream of benefits" at play here.

41. There is no current or proper accounting and no balance sheet has ever been produced.

42. Other than an Order modifying the federal injunction, in the two years this case has been in Harris County Probate Court No. 4 there have been no evidentiary hearings and no orders or judgements have been entered on the record.

43. Rather than set dispositive motions for hearing on Plaintiff Curtis' request, Plaintiff was ordered to a second mediation, with Defendants who have established an intractable record of having no intentions of honoring any legal or moral obligations.

44. Neither the lawyers nor the probate Court will make a distinction between the trust and the estate.

45. Resolution of the litigation and distributions from the trust are being held hostage to the payment of attorneys' fees in direct defiance of this Court's express orders and the purposes for the trust.

46. Defendants absolutely refuse to deposit income into an appropriate account for the beneficiary as ordered by this Court's injunction and continue to flaunt the law in their effort to game the judicial process as hereinafter more fully appears.

VI. IN THE HARRIS COUNTY PROBATE COURT

47. Upon remand to the Harris County Probate Court, Defendants' Counsel filed a motion to modify the injunction to allow Defendants to pay the quarterly and annual taxes without the expense of petitioning the Court each time and a limited modification was granted relating only to payment of taxes and associated professional fees.

48. Jason Ostrom agreed to provide Plaintiff Curtis with a review of documents before they were filed, but did not communicate before, or even copy her after pleadings were filed. Plaintiff was forced to data mine to try to discover what was happening in the probate Court and received much of her information via email from Carl Brunsting.

49. The five Brunsting siblings then attended a mediation that ended with no prospect for resolution. Immediately thereafter, Defendants' attorneys with Mills Shirley filed a petition to be relieved as counsel of record, citing to non-specific conflicts of interest.

50. Then, without conferring and having never submitted a single invoice to Plaintiff Curtis, Jason Ostrom filed application for a distribution of \$25,000 from the trust to pay his attorney fees and Carole Brunsting's attorney, Darlene Payne Smith, objected.

51. Ostrom then filed a second motion for a distribution of \$45,000, after discussion with Curtis, and both Anita and Carole objected.

52. Anita's new counsel, Brad Featherston, argued that the trust was not liable to pay the attorney creditors of the beneficiary. (Exhibit 20: E1254-E1409) Anita attached a "version" of the alleged 8/25/2010 QBD and a copy of the 2005 Restatement.

53. Carole's objection contained as an exhibit, a "true and correct copy" of the 8/25/2010 QBD. Three distinctly different true and correct copies of the one alleged 8/25/2010 QBD are now in the record bearing different signature page 37's, as the attached exhibit shows. (Exhibit 4: E11-E19)

54. Mr. Ostrom was repeatedly advised that complete consolidation with Carl Brunsting was not authorized or proper because of a conflict of interest with Carl Brunsting's Counsel, Bobbie Bayless.

55. Curtis was also emphatic that her mother did not lack capacity but discovered in her data mining that the cases had been consolidated upon a verbal motion made at a previous hearing and, without notice to or consent from Plaintiff Curtis, against direct and adamant insistence from Plaintiff Curtis that her mother was not incompetent, Jason Ostrom filed an amended complaint in the probate Court raising question as to the competency of a very lucid Nelva Brunsting.

56. Plaintiff Curtis then discovered, after the fact, that Mr. Ostrom, in total and absolute disregard for his instructions, had moved in secret to re-plead, consolidate and had again compromised Plaintiff's claims.

57. Not only did Ostrom attempt to dissolve the distinction between the trust and the estate by using the estate heading in his "amended complaint", the changes made by Ostrom are the only basis for Defendants' attorneys and the probate Court to threaten Plaintiff Curtis with disinheritance, using violation of the no contest provisions in the alleged 8/25/2010 QBD (the forged extortion instrument⁶).

⁶ In violation of 18 U.S.C. §1951(b) and 18 U.S.C. §2 and Texas Penal Codes §§31.02 & 31.03

58. Plaintiff Curtis immediately discharged Mr. Ostrom and resumed personal control of the litigation, but more than substantial damage had already been done by moving the matter to a corrupt Harris County Probate Court, as hereinafter more fully appears.

VII. VACANCY IN THE OFFICE OF ADMINISTRATOR

59. At a brutal deposition before trial in the District Court, Carl Brunsting was unable to answer questions, clearly having failed to fully recover from the encephalitis illness and coma that created the Defendants' opportunity for all of the untoward conduct that spawned the causes for this litigation.

60. Carl thereafter resigned as executor on February 2, 2015, leaving the office vacant. The office remains vacant.

61. Defendants in the District Court, Vacek & Freed, immediately filed a motion for summary judgment citing Carl's disability as the equivalent of no evidence.

VIII. THE PENDING DISPOSITIVE MOTIONS

62. On June 26, 2015 Defendants' new attorneys in Probate Court No. 4 filed a No-Evidence Motion for Partial Summary Judgment claiming that there is no evidence that the 8/25/2010 QBD is invalid. (Exhibit 5: E20-E28)

63. On or about July 1, 2015 Defendants disseminated a CD containing illegally obtained wiretap recordings⁷ which were received by Plaintiff Curtis from Anita's counsel, Brad Featherston, via certified mail with signature required.

64. July 7, 2015 Carl Brunsting filed a Motion for Protective Order regarding the illegally obtained wiretap recordings. (Exhibit 8: E343-E393)

⁷ It should be noted that this conduct violates Texas Penal Code §16.02 and 18 U.S.C. §§1341, 2511 and constitutes predicate acts.

65. On July 9, 2015 Carl Brunsting filed a motion for partial summary judgment focusing on improper financial transactions, but did not respond to Defendants' no-evidence motion. (Exhibit 6: E29-E288)

66. On July 13, 2015 Attorneys for Plaintiff Carl Brunsting and the Defendants filed notices setting hearing on their dispositive motions for August 3, 2015. (Exhibit 10: E404-E405)

67. Also on July 13, 2015 Plaintiff Curtis filed an answer to Defendants' no-evidence motion, with a motion and demand to produce evidence, demanding Defendants produce the archetype of the alleged 8/25/2010 QBD and qualify it as evidence. Defendants cannot produce the forged 8/25/2010 QBD instrument and qualify it as evidence and have steadfastly refused to do so for more than four years. (Exhibits 4: E11-E19 and 11: E406-E452)

IX. THE FIRST COLLUSION

68. On July 22, 2015, while Plaintiff Curtis was in flight home to California, Carl Brunsting's counsel, Bobbie Bayless, arranged with Defendants' counsel to remove the summary judgment and demand to produce evidence motions from the August 3, 2015 calendar to hear an emergency motion for protective orders regarding the wiretap recordings.

69. The August 3, 2015 hearing thus became a hearing on the motion for a protective order to prevent further dissemination of the illegal wiretap recordings. (Exhibit 12: E453-E494)

70. On January 14, 2016 Temporary Administrator Gregory Lester filed a fabricated report to the court, and rather than confine himself to evaluating the merits of the estate's claims he took it upon himself to trespass on the individual litigation brought by Carl and Candace as beneficiaries of the Brunsting trusts. (Exhibit 9: E394-E403)

71. The “Report” attempts to legitimize all of Defendants’ misapplications of fiduciary, attempts to legitimize Defendants’ baseless claims, and relies heavily on the forged 8/25/2010 QBD, specifically referring to the “no contest clause” concluding that, if the Court ruled on the no contest clause Carl and Candace would “take nothing” and suggesting mediation to resolve the pending lawsuits.

72. In essence, the Gregory Lester report concludes that the estate’s claims have no merit. If true, the probate Court would have no claim to jurisdiction over the inter vivos trust litigation. In point of fact the report of Temporary Administrator Gregory Lester is fraudulent and cannot be supported under the law of the trust, the record of the various lawsuits, the common law, or the trust code.

73. On January 25, 2016 Plaintiff Curtis filed a motion for summary judgment (Exhibit 14: E497-E1187) and emailed a request for setting to Judge Comstock asking to have all the dispositive motions set for hearing. (Exhibit 15: E1188)

74. Curtis’ Motion also contains petitions for declaratory judgement regarding illicit instruments drafted by Candace Freed and used by Anita Brunsting to commit fraud.

75. As a necessary consideration to hearing of the declaratory judgment motions, Plaintiff Curtis also filed a separate motion to transfer the District Court case to probate Court No. 4, so that Defendant Candace Freed could defend her works and all of the accused co-conspirators would be in the same Court.

76. The Court set a hearing for March 9, 2016 to hear the transfer motion and for a status conference.

X. SCHEME AND ARTIFICE TO DEFRAUD

77. Remand to state Court May 2014.

78. September 2014 Mills Shirley withdrew as counsel for Amy and Anita Brunsting.

79. February 2, 2015 Carl Brunsting resigned as executor of the estate, leaving the office vacant.

80. Plaintiff Curtis terminated the services of Jason Ostrom March 24, 2015.

81. On July 21, 2015 a hearing was held regarding the vacancy of the office of executor. Defendant Amy Brunsting and Plaintiff Candace Curtis are the next listed successor executors, but to avoid argument the parties agreed to the appointment of one Greg Lester, previously unknown to Plaintiff and recommended by the court, as an “independent” temporary administrator for the limited purpose of evaluating the estate claims.

82. On July 22, 2015, while Curtis was in flight home to California, the hearings on the dispositive motions and Curtis’ Demand to Produce Evidence (Tex. Ev. Cd. §§1002, 1003) of the 8/25/2010 QBD were removed from calendar without notice to, or consent from, Plaintiff Curtis.

83. The August 3, 2015 hearing thus became a hearing on Carl Brunsting’s **emergency** motion for a protective order regarding illegal wiretap recordings that had been disseminated in July 2015. (Exhibit 12: E453-E494)

84. On September 1, 2015 Temporary Administrator Greg Lester filed an application to retain counsel to assist him with his duties to the estate.

85. Hearing was set on Gregory Lester’s Motion for September 10, 2015 and no transcript of that hearing has been made available. (Exhibit 13: E495-E496)

86. A March 9, 2016 status conference was scheduled on Curtis request to set the dispositive motions for hearing and on Curtis’ application to snatch the district Court case.

87. At the March 9, 2016 status/setting conference Attorney Neal Spielman makes numerous disingenuous statements in opposition to Curtis' request to set the pending motions for summary judgement, but then he says things that are as revealing as they are troubling. (emphasis added for easy reference):

Transcript March 9, 2016

88. Page 12 beginning at line 22 (Exhibit 16: E1200)

MR. SPIELMAN : We all, collectively, the parties and their counsel at the time, we all agreed to Mr . Lester taking the role that he was taking. And Ms. Curtis, herself, I believe, on the record, spoke of having done her due diligence into every person that was suggested by any attorney that was in this room to serve in Mr. Lester's role, and it was Ms. Curtis' opinion that only Mr. Lester can serve in that role

We all, as attorneys or as pro se parties, agreed that what the function that was designated to Mr. Lester was important, was necessary, and that we were going to live by and abide by the report that he wrote.

The problem that I see right now, and one of the reasons I suspect why Mr. Mendel suggested that we go to mediation is in deference to and with respect for what Mr. Lester said in his report and what he seems to be trying to suggest to the parties as to what the future of this lawsuit might hold.

I think that what we're seeing now is an effort to backtrack from the direction that Mr. Lester tried to set us on and some of the conclusions or recommendations that he made as to what some of these claims, particularly the ones that Ms. Curtis is attempting to bring forward in summary judgment, are going to actually look like.

I think the effort to backtrack from what Mr. Lester was instructed to do/ordered to do and what he did, in retrospect, you have to wonder what was the point of even having done that if the parties, or a party, is now going to try to back away from the impact of what that was done?

89. At Page 14 (E1203) beginning at Line 3 Spielman makes a revealing and disturbing statement indicating additional collusions:

One of the reasons we thought that mediation, like Mr. Lester suggested that mediation might work, is that the right mediator, he talked to talked about the idea of using a former judge -I think we talked about that in the courtroom last time -that the right mediator might help to explain, to educate, to unentrench anybody -whether that be me, whether that be Mr. Mendel, whether that be Ms.

Bayless, whether that be Ms. Brunsting, Ms. Curtis, whomever. I think Mr. Lester saw the wisdom in mediation. I think we see the wisdom in mediation. But the consternation or the concern at this point, again, is this issue that Ms. Curtis seems to be unwilling to appreciate, adapt, recognize, embrace what Mr. Lester concluded or recommended in his report; and if that's the case, then I wonder if, if spending the money that it takes to go to mediation makes sense.

Frankly, Judge, the most interesting thing that I heard Ms. Curtis say was on the issue of attorneys fees and that that doesn't matter to her; and that is exactly part of the point. I think you were in the courtroom, Judge, the last time when Carole Brunsting made a very impassioned plea or explanation to the Court about how Ms. Curtis' pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is never going to lead to this being resolved. I lost my train of thought there for a second. I may have But the point here, Judge, is there seems to be no accountability on Ms. Curtis' behalf for the amount of money that is being spent in this case. Parties have, in the past, suggested, oh, let's not worry about the attorneys fees because that will all even out at the end of the story when everybody decides to divide by five, the corpus of the trust, and the winning parties or the prevailing parties can everything can be adjusted through the division of that estate. But, Your Honor, if you look at what Mr. Lester recommended/suggested/reported in his report, there's now the very real possibility that there isn't going to be a divide-by-five scenario because of the no-contest clauses that are recognized as being properly drawn by the Vacek & Freed Law Firm. And if that happens, Judge, then the trust is now spending its own money from those people, whether it be three or four, that are still going to get a portion of the estate, a portion of the trust proceeds when this is all said and done.

I'm rambling just a bit only because it's such a circular discussion -is how do we get this case finished given given the backtracking from everybodys willingness to vest Mr. Lester with the authority to proceed/ and now the one person who doesn't like what he said, after she filed motions for summary judgment that are direct contradiction to the conclusions that he reached. The very constant of having to come down here and respond to those to those motions for summary judgment the amount of money that that will waste is insulting, is offensive to the parties.

I'd love to come up with a creative idea to create some accountability/ perhaps, if it comes in the form of a sanction or perhaps it comes in the form of some kind of bond being posted so that if it turns out that one of the parties who is blowing things up as it were and creating this increased attorneys fees no longer has an interest in the estate with which we can even that out by the end of the day. Perhaps if Ms. Curtis is ordered to post a bond against her claims or to protect against the ability --our ability to recover fees from her if, as and when she loses her case perhaps then we can move forward with additional hearings additional motions and so forth.

90. Page 17 (E1205) lines 1-13:

Keep in mind, Judge, that it's not simply --it's not as simple as getting a date for Ms. Curtis' summary judgment motions. There's been no discovery, in terms of depositions done in this case, not the least of which will be depositions from, perhaps, even from the lawyers in the other district court case who drafted the documents that can explain what all went into those documents, what Nelva Brunsting's state of mind was at the time. There's no way to respond to those summary judgment motions right now without the full weight of the discovery process moving forward and all of the money that that's going to cost.

91. These claims are in direct opposition to the claims Defendants made in their No-evidence Motion. In Defendants' June 25, 2015 No-Evidence Motion for Partial Summary Judgment at page 1 item I (E20):

I. Summary of the Argument

This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions related to the 8/25/10 QBD (defined below). Plaintiffs challenge the 8/25/10 QBD on the following grounds, for which there is no evidence:

foot note:

1 Those three other proceedings are: (1) No. 4:12-CV-00592; Candace Louise Curtis v. Anita Kay Brunsting; United States District Court for the Southern District of Texas, Houston Division; (2) CA No, 2012-14538; In re Carl Brunsting (202 Petition); 80TH Judicial District Court of Harris County, TX; and (3) CA No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164TH Judicial District Court of Harris County, TX.

92. However, the most disturbing thing in Mr. Spielman's diatribe were the references to dialogs at a previous hearing involving Mr. Lester, when there was no previous hearing involving Mr. Lester where these matters were properly before the Court.

One of the reasons we thought that mediation, like Mr. Lester suggested that mediation might work, is that the right mediator, he talked to talked about the idea of using a former judge -I think we talked about that in the courtroom last time -that the right mediator might help to explain, to educate, to unentrench anybody -

... I think you were in the courtroom, Judge, the last time when Carole Brunsting made a very impassioned plea or explanation to the Court about how Ms. Curtis' pro se status and her, her need to be a lawyer and her failure to appreciate what it costs, what the costs of this lawsuit are, is never going to lead to this being resolved

XI. THESE DISCUSSIONS WERE HIGHLY IMPROPER

93. Plaintiff Curtis is an heir and an interested person but not a party to the estate litigation.

94. Candace Louise Curtis v Anita Brunsting et al., (Curtis v Brunsting) was filed in the federal Court fourteen months prior to the first estate claims and having survived dismissal under the Probate Exception to federal diversity jurisdiction, it is inarguably established that Curtis v Brunsting is not connected to the probate of the estate (Exhibit 17: E1243-E1248) and is not subject to probate administration.

95. The only hearing that involved Greg Lester prior to March 9, 2016 was the September 10, 2015 hearing on Greg Lester's September 1, 2015 application to retain counsel to assist him in his fiduciary duties to the estate.

96. The only matter properly before the court on September 10, 2015 was whether or not Mr. Lester should have the authority to retain Jill Willard Young to assist him in his administration obligations to the estate.

97. Neither individual Plaintiff Candace Curtis nor individual Plaintiff Carl Brunsting was in attendance September 10, 2015, as neither is party to the estate litigation and neither objected to Mr. Lester retaining Jill Young to assist with his fiduciary duty to evaluate the estate's claims. That was the only issue properly before the Court on September 10, 2015 and did not include the matters Mr. Spielman states were discussed and where there was apparently an agreement made to treat the Gregory Lester report as if it were a jury verdict before it was even written.

98. Plaintiff has been unsuccessful in attempts to obtain a transcript of this September 10, 2015 hearing.

99. The inescapable conclusion here is that there were improper discussions outside of the presence of the Plaintiffs who were prejudiced by those discussions, involving matters not properly before the Court, wherein there were agreements made between the Court, Jill Willard Young, Neal Spielman, Bradley Featherston, Stephen Mendel and Gregory Lester to produce a fictitious report. They all apparently agreed to follow the as of yet unwritten report as if it were factual, that the false report would be used to further the extortion plot, that mediation would be forced upon Plaintiffs, that the costs of litigation for Plaintiff Curtis would be exacerbated, that there would be extended delay and, that another crony had been hand selected to act first as mediator and then as arbiter. First to “unentrench” Plaintiff Curtis from her stand upon rights and reliance upon the rule of law in the face of this all too obvious public corruption conspiracy and second, to deprive Plaintiff of substantive due process and access to the Court.

100. Defendants continue to use the forged 8/25/2010 QBD (extortion instrument) to threaten Plaintiffs with disinheritance, going so far as to refer to the September 10, 2015 conspiracy for the proposition that the instrument has been held valid:

Transcript of March 9, 2016 Page 15 (E1203) lines 16-21:

But, Your Honor, if you look at what Mr. Lester recommended/suggested/reported in his report, there's now the very real possibility that there isn't going to be a divide-by - five scenario because of the no - contest clauses that are recognized as being properly drawn by the Vacek & Freed Law Firm.

XII. FRAUD UPON PLAINTIFF AND THIS COURT

101. After Defendants claimed there was no evidence the forged 8/25/2010 QBD was invalid, Defendants removed their no-evidence motion from calendar knowing they cannot answer Plaintiff Curtis’ demand to produce the thing, explain away the anomalies, and qualify it as evidence, and yet they continue to threaten Plaintiffs with the bogus instrument’s “no contest

clause” with the transparent collusion of involuntary Plaintiff Carl Brunsting’s Attorney and the probate Court.

102. The probate plan is thus, according to Mr. Spielman, to subject Plaintiffs to endless delay and expense until the Plaintiff victims agree to pay fee ransoms to the attorneys who are holding the beneficiaries’ property hostage.

103. Defendants have not willingly honored any agreements, not the trust agreement, not the remand agreement, and cannot be expected to honor any mediated settlement agreement.

104. Defendants knew when they agreed to honor the federal injunction and the Orders entered by this Court as a condition of the remand, that they had no intentions of honoring any legal or moral obligations. Defendants refuse to honor the federal injunction and the orders of this Court even after having promised to do so as a condition of the remand stipulation and Defendants’ own pleadings in the probate Court are conclusive evidence of the existence of that fact.

105. Defendants will not, because they cannot, bring forth the archetype of the 8/25/2010 QBD and qualify the thing as evidence. If they could answer Plaintiff Curtis’ Motion and Demand to Produce Evidence they certainly would have done so.

106. Instead, Defendants’ attorneys conspired with the Court to avoid evidentiary hearings knowing they cannot produce the forged 8/25/2010 QBD extortion instrument and qualify it as evidence, and continue to use it to threaten and intimidate Plaintiffs Curtis and Carl Brunsting.

107. Mr. Spielman confessed on March 9, 2016 that the attorneys conspired at the hearing on application to retain Jill Young, with the probate Court Judges, the Court’s crony administrator Gregory Lester, and Jill Young, entering into an illicit agreement to produce a

fictitious “report” and to subsequently treat the fiction as if it were the equivalent of a jury verdict, and this all occurred before the “Report” was even written.

108. Thus, after removing their no-evidence summary judgement motion from calendar knowing their precious 8/25/2010 QBD is a forgery and that they cannot produce the heinous thing and qualify it as evidence, Defendants’ attorneys none-the-less continued to use the no-contest clause ruse in the forged 8/25/2010 “extortion instrument”, to threaten and attempt to intimidate the Plaintiff victims, who they know full well are owed fiduciary obligations by these Defendants.

109. It is important to note that there are known trust assets that remain unaccounted for. For example, none of the quasi-accountings received from the Defendants reflect the accounts receivable for a \$100,000 loan Anita received from the trust in 1999.⁸

110. Moreover, an amendment to the 1996 trust dated April 30, 1999, disclosed by Vacek & Freed in the District Court lawsuit, specifically identifies the \$100,000 loan as an advance on Anita’s inheritance. That trust amendment was never disclosed by Anita Brunsting in the course of Curtis v Brunsting or the estate suits in the probate Court.

111. A covert letter to the Special Master dated July 15, 2015⁹ claims Nelva wanted to continue a history of gifting by paying off Amy and Carole’s homes as “she and her husband did the same for Anita in approximately 2005” (Exhibit 21: E1410-E1412) when the public record shows the loan occurred July 1, 1999.

XIII. REQUEST FOR JUDICIAL NOTICE

112. Plaintiff Curtis respectfully asks this Court to take Judicial Notice of her first amended complaint filed Pro se May 1, 2013. That amendment was rejected for filing because

⁸ Victoria County Clerk Official Records Instrument #199908618 dated July 1, 1999

⁹ Case 4:12-cv-00592 Document 67-1 Filed in TXSD on 08/27/13

Plaintiff Curtis failed to document her efforts to obtain Defendants' consent for the amended complaint. Plaintiff at that time was asking to amend her complaint to bring the matter under federal question jurisdiction based upon evidence obtained after the initial filing. The Jurisdictional Statement in that pre-Ostrom amendment to Curtis' complaint reads as follows:¹⁰

4. *This matter was originally brought in equity as breach of fiduciary and related equitable claims that included a common law tort claim under diversity jurisdiction pursuant to 28 USC §1332 (a) (1) - 28 USC §1332 (b) and 28 USC §1332 (C) (2). Plaintiff hereby incorporates those claims by reference as if fully restated herein, but with newly discovered evidence presents additional and alternate claims. Additionally, Plaintiff is informed and believes Defendants are not de jure trustees.*

5. *This complaint now alleges violations of the wire, mail and securities laws of the United States as expressed in Chapter 63 of Title 18 of the United States Code, and Plaintiff is seeking to pursue additional remedies under 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act").*

6. *This court has federal question jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331 and 1367 and Section 27 of the Exchange Act (15 U.S.C. §78aa) and exclusive jurisdiction over these claims as this action arises under Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the causes of action implied therefrom.*

7. *In connection with the acts and omissions alleged in this complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate telephone communications, and the facilities of the national securities markets.*

113. Attorney Jason Ostrom represented to this Court that the purpose for a remand was to afford complete relief to the parties. When Mr. Ostrom made those representations he was well acquainted with the Harris County Probate Court and its officers, and knew full well there would be no remedy flowing from that Court for anyone but attorneys and court cronies.

114. Ostrom's true motivation for remand was apparently to obstruct justice in pursuit of attorney fees, not to provide any form of relief to the parties.

¹⁰ Document No. 48 in this Court's Record

115. Every attorney who has been involved in this case has tried to get the Brunsting Trust removed from an honorable federal Court to Harris County's Probate Court. The reasons at this juncture are crystal clear and have nothing to do with the honest administration of justice.

XIV. CONCLUSION

116. Both Plaintiffs' and Defendants' attorneys' intentional misrepresentations before this honorable Court, that the purpose for a remand was to provide complete relief to the parties, unfairly and unnecessarily polluted diversity to procure the Remand Orders, and in so doing deprived Plaintiff Curtis of a legitimate judicial forum to which she was and is entitled in this case.

117. Everyone involved in this case except Plaintiff Curtis has taken advantage of Carl Brunsting's illness, the Defendants, the Defendants' attorneys, the District Court Defendants and the probate Court.

118. There have been no evidentiary hearings and no rulings have been entered on any substantive issues in the probate Court. The Defendants are paying exorbitant trust income taxes due to the refusal to deposit income into an appropriate account for the beneficiary, as this honorable Court's injunction commands.

119. The attorneys have docketed and un-docketed motions for summary judgment but Plaintiff Curtis cannot buy a hearing, or a scheduling order or a trial date, or an accounting, or respect for the federal injunction, nor respect for any of her rights, and there appears to be no remedy for the parties to be found at the hands of the Harris County Probate Cartel.

120. If there is such a magical document as this 8/25/2010 QBD, that trumps federal injunctions and the Orders of a federal Judge, renders remand agreements nugatory, removes fiduciary obligations, forecloses beneficial interests, taints the blood of innocent remaindermen,

amends what can only be amended by a court of competent jurisdiction and revokes what can only be revoked by a court of competent jurisdiction, the Defendants and their attorneys should be brought before an honorable Court where they will actually be compelled to produce the supernatural thing and qualify it as evidence.

121. Wherefore Plaintiff Curtis respectfully requests that the Court vacate the order granting filing of the amended complaint¹¹ for fraud upon Plaintiff Curtis and upon this honorable Court, in the interest of justice pursuant to Rules 60(b)(3), (b)(6) and (d)(3) of the Federal Rules of Civil Procedure, voiding the subsequent Remand Order¹² as a matter of right, and restoring this case to this honorable Court's docket.

122. Wherefore Plaintiff Curtis further prays the Court issue the attached proposed order or issue its own orders upon such terms as the Court deems most beneficial to the purposes of Equity and Justice and most beneficial to the public policy considerations in upholding the dignity and authority of this Honorable Court.

Plaintiff/Petitioner so moves,

Petitioner hereby verifies, under penalty of perjury pursuant to the laws of the United States of America and Federal Rules of Civil Procedure Rule 11, that the above statements based upon personal knowledge are true and correct, and as to those things asserted on information and belief, affiant believes those things to be true as well.

[Signatures on the following page]

¹¹ Document No. 111 in this Courts record

¹² Document No. 112 in this Courts record

Respectfully submitted,



Candace Louise Curtis
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American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 2ND day of July 2016, to the following via U.S.P.S. Priority Mail:

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CANDACE L. CURTIS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

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Civil Action No. 4:12-cv-00592

ORDER VACATING LEAVE TO FILE FIRST AMENDED PETITION

On this day, the Court considered Plaintiff’s Petition for Vacatur of this Court’s Order granting leave for Plaintiff to file a First Amended Petition. The Court, having considered the matter fully, is of the opinion and finds that Plaintiff’s request to amend should have been denied. It is therefore, ORDERED that the Court’s Order of 15th day May, 2014 granting leave for Plaintiff to file a First Amended Petition is hereby vacated.

It is so Ordered

SIGNED on this _____, 2016

Kenneth M. Hoyt United States District Judge

EXHIBITS

EXHIBIT 1 – Motion for Leave to File First Amended Petition.....E1-E4

EXHIBIT 2 – Memorandum and Order Preliminary Injunction.....E5-E9

EXHIBIT 3 – Order Granting Motion for Leave to File First Amended Petition.....E10

EXHIBIT 4 – QBD Signature Page 37 Anomalies.....E11-E19

EXHIBIT 5 – Defendants’ Joint No-Evidence Motion.....E20-E28

EXHIBIT 6 – Carl Brunsting’s Motion for Partial Summary Judgment.....E29-E288

EXHIBIT 7 – April 9, 2013 Transcript.....E289-E342

EXHIBIT 8 – Carl Brunsting’s Motion for Protective Order.....E343-E393

EXHIBIT 9 – Report of Temporary Administrator.....E394-E403

EXHIBIT 10 – Notice of Oral Hearing August 3, 2015.....E404-E405

EXHIBIT 11 – Curtis’ Response and Motion to Produce Evidence.....E406-E452

EXHIBIT 12 – August 3, 2015 Transcript.....E453-E494

EXHIBIT 13 – Notice of Hearing September 10, 2015.....E495-E496

EXHIBIT 14 – Curtis’ Motion for Partial Summary Judgment.....E497-E1187

EXHIBIT 15 – Curtis’ Request for Hearing Date.....E1188

EXHIBIT 16 – March 9, 2016 Transcript.....E1189-E1242

EXHIBIT 17 – Fifth Circuit Opinion No. 12-20164.....E1243-E1248

EXHIBIT 18 – Amy Brunsting Affidavit.....E1249-E1251

EXHIBIT 19 – Agreed Docket Control Order 412,249-401.....E1252-E1253

EXHIBIT 20 – Anita Brunsting’s Response to Motions for Distributions.....E1253-E1409

EXHIBIT 21 – Defendants’ July 15, 2013 Letter to the Special Master.....E1410-E1438

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS,
PLAINTIFF

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VS.

CIVIL ACTION No. 4:12-cv-00592
JUDGE KENNETH M. HOYT

ANITA KAY BRUNSTING,
AMY RUTH BRUNSTING,
AND DOES 1-100,
DEFENDANTS

JURY TRIAL DEMANDED

MOTION FOR LEAVE TO FILE FIRST AMENDED PETITION

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candice Louis Curtis and files this Motion for Leave to File First Amended Petition pursuant to Federal Rule of Civil Procedure 15(a), and in support thereof would respectfully show as follows:

I. INTRODUCTION

1. In light of recently discovered evidence in this case, Plaintiff moves this Court to permit her to file an amended complaint. The proposed amendment asserts an additional legal theory grounded in the same basic facts as the existing complaint, but that will ensure that all parties to be impacted by the ultimate judgment are participants. Moreover, because the claim to be asserted in the amendment appears to be meritorious, it would be in the interests of justice for this claim to be included in the case.

II. BACKGROUND

2. In her Original Petition, Plaintiff brought causes of action against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust, stemming from

actions they took with regard to the Trust and Trust assets that harmed Plaintiff.

3. Through reviewing the hundreds of documents produced, Plaintiff has discovered that the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment (“Modification Documents”) executed by Nelva Brunsting after her husband’s death improperly attempted to change the terms of the then-irrevocable Trust. Plaintiff now seeks leave to file a Declaratory Judgment Action as to the validity of the Modification Documents.

III. ARGUMENTS AND AUTHORITY

4. Leave to amend the pleadings “shall be freely given when justice so requires.” FED. R. CIV. P. 15(a). The United States Supreme Court has long instructed that “this mandate is to be heeded.” *Foman v. Davis*, 371 U.S. 178, 183 (1962). The Ninth Circuit, moreover, has stated that the policy of permitting amendments “should be applied with ‘extreme liberality.’” *DCD Programs, Ltd. v. Leighton*, 833 F.2d 183, 186 (9th Cir. 1987).
5. Rule 15(a) reinforces one of the fundamental policies underlying the Federal Rules - that pleadings are not an end in themselves, but instead are only a means of helping ensure that each case is decided on its merits. *See* 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1473, at 521 (2nd ed. 1990). Thus, “if the underlying facts relied upon by a plaintiff may be a proper subject for relief, he ought to be afforded an opportunity to test his claim on the merits.” *Foman*, 371 U.S. at 182; *see also Frost v. Perry*, 919 F. Supp. 1459, 1468 (D. Nev. 1996) (stating that Rule 15 should be interpreted “very liberally, in order to permit meritorious actions to go forward, despite inadequacies in the pleadings”).
6. Quite appropriately, “courts have not imposed any arbitrary timing restrictions on a party’s request for leave to amend and permission has been granted under Rule 15(a) at various

stages of the litigation: following discovery; after a pretrial conference; . . . when the case is on the trial calendar and has been set for a hearing by the district court; at the beginning, during, and at the close of trial; after a judgment has been entered; and even on remand following an appeal.” 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1488, at 652-57 (2d ed. 1990) (citations omitted). Thus, delay - either in seeking to amend or occasioned by an amendment - in itself cannot justify denial of leave to amend. *See, e.g., DCD Programs*, 833 F.2d at 186.

7. Given the liberal policy toward amendments, the burden of demonstrating why leave to amend should not be granted falls squarely on the nonmoving party. *See id.* at 187; *Frost*, 919 F. Supp. at 1469. In deciding whether the nonmovant has carried this burden, courts commonly consider the following four factors: (1) bad faith or dilatory motive on the part of the movant; (2) undue delay in filing the motion; (3) prejudice to the opposing party; and (4) the futility of the proposed amendment. *See, e.g., Roth v. Marquez*, 942 F.2d 617, 628 (9th Cir. 1991).
8. Plaintiff has not unduly delayed submitting the proposed amendment, as the evidence supporting the claim has only recently come to light. These facts warrant an amendment of the Plaintiff’s pleadings.
9. The Defendants would not be unfairly prejudiced by such an amendment, and their counsel has indicated that he is not opposed to our Motion for Leave.
10. Plaintiff therefore seeks leave to file the First Amended Complaint attached hereto as Exhibit “A.” Justice requires that Plaintiff be afforded an opportunity to test the merits of that claim.

IV. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) grant leave to file the First

Amended Complaint attached hereto as Exhibit "A," and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/*Sain*

A limited Liability Partnership

BY: /s/ Jason B. Ostrom

JASON B. OSTROM

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(TBA #24027710)

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(TBA #24043901)

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713.863.8891

713.863.1051 (Facsimile)

Attorneys for Plaintiff

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that he has conferred with opposing counsel and they are unopposed to this motion to amend the complaint.

/s/ Jason B. Ostrom

Jason B. Ostrom

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom

Jason B. Ostrom

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" A. Procedural Background"

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" **B. Contentions of the Parties**"

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NO. 412,249-401

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

CARL HENRY BRUNSTING, et al	§
	§
v.	§
	§
ANITA KAY BRUNSTING, et al	§

**Anita & Amy Brunsting’s Joint
No-Evidence Motion for Partial Summary Judgment**

Defendants, Anita Brunsting and Amy Brunsting (“Defendants”), file this joint no-evidence motion for partial summary judgment and would respectfully show the Court as follows:

I. Summary of the Argument

This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions¹ related to the 8/25/10 QBD (defined below). Plaintiffs challenge the 8/25/10 QBD on the following grounds, for which there is no evidence:

1. Nelva’s signature on the 8/25/10 QBD was forged.
2. Nelva lacked capacity when she executed the 8/25/10 QBD.
3. Nelva was unduly influenced into executing the 8/25/10 QBD.
4. Nelva was fraudulently induced into executing the 8/25/10 QBD.
5. Nelva executed the 8/25/10 QBD under duress.

¹ Those three other proceedings are: (1) No. 4:12-CV-00592; *Candace Louise Curtis v. Anita Kay Brunsting*; United States District Court for the Southern District of Texas, Houston Division; (2) CA No, 2012-14538; *In re Carl Brunsting* (202 Petition); 80TH Judicial District Court of Harris County, TX; and (3) CA No. 2013-05455; *Carl Henry Brunsting v. Candace Freed & Vacek & Freed*; 164TH Judicial District Court of Harris County, TX.

II. Background

This is a family dispute among five (5) siblings of the Brunsting family: Carl, Candace, Carol, Anita, and Amy. The dispute involves a trust created by their parents: Elmer Brunsting (“Elmer”) and Nelva Brunsting (“Nelva”).

Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust"). Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees.

Shortly after Elmer died in April 2009, in accordance with the Family Trust, successor trusts resulted: the Elmer H. Brunsting Decedent's Trust ("Elmer's Decedent's Trust"); and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Nelva served as the trustee of both trusts, with Carl and Anita to serve as successor co-trustees.

In May 2010, Candace wrote, “[Nelva] has saved my house for me a few years in a row now by giving me the money to pay the property taxes. This time I told her she should take it out of my inheritance (that's what Daddy always said). She said no, she could help me.” Candace then continued, “[Nelva] always wants to know what I spend all my money on. Why I have no savings. Why I didn't plan better. [Nelva] treats me like such a FAILURE.” Apparently, Nelva thought Candace was a spendthrift and not good at handling her own financial affairs.

In or about July 2010, Carl was hospitalized for an extended period of time due to herpes encephalitis, an acute infection and inflammation of his brain. As a result, Carl’s mental capacity and cognitive abilities were severely compromised. Carl continues to suffer from residual symptoms, which is why his wife Drina was substituted into this case as his attorney-in-fact.

In accordance with the Family Trust, on August 25, 2010, Nelva executed a Qualified

Beneficiary Designation and Exercise of Testamentary Powers of Appointment (the "8/25/10 QBD"). In short, the document is an exercise of Nelva's testamentary powers of appointment as contemplated by the Family Trust. The document was notarized by Nelva's attorney, Ms. Freed.² The chief **change** that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust **changed** from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the **change** in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace.



Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD. Candace filed a case in Federal Court in February 2012. Carl originally filed a Rule 202 Petition in March 2012. In January 2013, Carl filed a lawsuit against Nelva's attorneys that drafted the 8/25/10 QBD. Carl filed this litigation in this Court in April 2013. Thus, Carl and Candace have had more than thirty-eight (38) months in four (4) separate proceedings to gather evidence regarding the 8/25/10 QBD.

III. Argument & Authorities

This motion relates solely to plaintiffs challenges to the 8/25/10 QBD. It is important to put matters into perspective on plaintiffs' claims related to the 8/25/10 QBD. Ordinarily the laundry list of challenges a contestant makes to an instrument is when there is a disproportionate **change** in the distribution of property. Here, the 8/25/10 QBD does not affect the percentage of assets each child will receive in trust nor the distributions standards. For plaintiffs, the sole impact is the **change** in co-trustees from: (1) Anita and Carl; to (2) Anita and Amy.

² The attorneys' name is Candace Lynne Kunz Freed. Ms. Freed is used to prevent confusion between Nelva's attorney, Candace Freed, and Nelva's daughter, Candace Curtis, since they share the same first name.

Plaintiffs' challenges to the 8/25/10 QBD center on the contention that Nelva would never have appointed Amy to serve in Carl's place as a co-trustee. However, plaintiffs ignore the fact that Carl suffered from herpes encephalitis in July 2010, which caused Carl's substantially diminished physical and mental capacity.

A. No Evidence Nelva's Signature on the 8/25/10 QBD was Forged.

Plaintiffs allege the 8/25/10 QBD was forged.

A document is forged if a person signs the document so that it purports to be the act of another who did not authorize the act.³ The burden of proof rest on those seeking to set aside the instrument to show forgery.⁴

There is no competent summary judgment evidence to support that someone other than Nelva executed the 8/25/10 QBD. Accordingly, this no-evidence motion for summary judgment must be granted.

B. No Evidence Nelva Lacked Capacity When Executing 8/25/10 QBD.

Plaintiffs allege Nelva lacked capacity when executing the 8/25/10 QBD.

The law presumes that a trustor has sufficient mental capacity at the time of execution to understand her legal rights.⁵ Therefore, the burden of proof rests on those seeking to set aside the instrument to show lack of mental capacity at the time of execution.⁶

Here, plaintiffs must provide competent summary judgment evidence Nelva lacked sufficient

³ TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.4 (2014); *See In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.).

⁴ *In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.)

⁵ *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982); *Bradshaw v. Naumann*, 528 S.W.2d 869, 873 (Tex. Civ. App.—Austin 1975, writ dism'd); and TEX. PROP. CODE § 112.007.

⁶ *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982).

mind and memory to understand the nature and consequences of her acts and the business she was transacting when she executed the 8/25/10 QBD.⁷ Plaintiffs can provide no such evidence. Accordingly, this no-evidence motion for summary judgment must be granted.

C. No Evidence Nelva was Unduly Influenced to Sign the 8/25/10 QBD.

Plaintiffs alleged Nelva's execution of the 8/25/10 QBD was procured by undue influence.

"Undue influence" means that—

1. an influence existed and was exerted, and
2. the influence undermined or overpowered the mind of the person executing the document at the time of its execution, and
3. the person would not have executed the document but for such influence.⁸

The burden of proving undue influence is upon the party contesting its execution.⁹

Here, there is no evidence that Anita and/or Amy exerted any influence, much less undue influence, to make themselves trustees of Carl's and Candance's share of the trust after Nelva's death.

There is no evidence that, prior to its execution, Nelva had discussions with Anita and/or Amy regarding the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy contacted Nelva's attorney, Ms. Freed, and prescribed the terms or even discussed the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy participated in the drafting of the 8/25/10 QBD.

⁷ See *Mandell & Wright v. Thomas*, 441 S.W.2d 841, 845 (Tex. 1969).

⁸ TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.3 (2014); *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (Tex. 1963).

⁹ *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (citing *Scott v. Townsend*, 166 S.W. 1138 (Tex. 1914)).

There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD.

Assuming, without admitting, there was an influence, there is no evidence that Nelva was mentally or physically compromised in August 2010, such that her free will was susceptible to being overcome.

Accordingly, this no-evidence motion for summary judgment must be granted.

D. No Evidence Nelva Executed the 8/25/10 QBD as a Result of Fraud.

Plaintiffs allege that Nelva executed the 8/25/10 QBD as a result of fraud. This type of allegation is a species of undue influence.¹⁰ Nevertheless, in an abundance of caution and in the interest of judicial economy, Anita and Amy will specifically address plaintiffs' fraud claims as a separate allegation.

Fraud occurred if—

1. a person made a material misrepresentation, and
2. the misrepresentation was made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation was made with the intention of inducing the trustor to sign the document, and
4. Trustor relied on the misrepresentation in signing the document.

“Misrepresentation” means:

A false statement of fact [or]

A promise of future performance made with an intent, at the time the promise was made, not to perform as promised [or]

A statement of opinion based on a false statement of fact [or]

¹⁰ TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *Curry v. Curry*, 270 S.W.2d 208 (Tex. 1954).

A statement of opinion that the maker knows to be false [or]

An expression of opinion that is false, made by one claiming or implying to have special knowledge of the subject matter of the opinion.

“Special knowledge” means knowledge or information superior to that possessed by Trustor and to which Trustor did not have equal access.¹¹

The contestant claiming fraud has the burden of proof.¹²

There is no evidence that Anita and/or Amy made any representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD.

Assuming, without admitting, that Anita and/or Amy made a representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD, there is no evidence such representation was false.

Assuming, without admitting, that Anita and/or Amy made a false representation, there is no evidence Nelva relied on the misrepresentation in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

E. No Evidence Nelva Signed 8/25/10 QBD Under Duress.

Plaintiffs alleged the 8/25/10 QBD is invalid because Nelva executed it under duress.

Duress is the mental, physical, or economic coercion of another, causing that party to act contrary to his free will and interest.¹³

¹¹ TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6.

¹² TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *In re Estate of Graham*, 69 S.W.3d 598, 612 (Tex. App.—Corpus Christi 2001, no pet.).

¹³ TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26; *Black Law Pipe Line Co. v. Union Construction Co.*, 538 S.W.2d 85 n.2 (Tex. 1976); *Brooks v. Taylor* 359 S.W.2d 539, 542 (Tex. Civ. App.—Amarillo 1962, writ ref’d n.r.e.); and *Housing Authority of City of Dallas v. Hubbell*, 325 S.W.2d 880, 905 (Tex. Civ. App. – Dallas 1959, writ ref’d n.r.e.).

The contestant claiming duress bears the burden of proof.¹⁴

As the Texas Pattern Jury Charge warns, duress is only reached if the alleged coercion can legally constitute duress.¹⁵ “It is never duress to threaten to do that which a party has a legal right to do.”¹⁶

There is no evidence that Anita and/or Amy used mental coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used physical coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used economic coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

IV. Prayer

For these reasons, Defendants pray that their no-evidence motion for partial summary judgment be granted and that Defendants receive all other relief, general and special, legal and equitable, to which they or the trusts may be entitled.

[SIGNATURES ON FOLLOWING PAGE]

¹⁴ *Sudan v. Sudan*, 199 S.W.3d 291, 292 (Tex. 2006).

¹⁵ TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26.

¹⁶ *Ulmer v. Ulmer*, 162 S.W.2d 944, 947 (Tex. 1942).

Respectfully Submitted,

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In Capacities at Issue

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Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

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via e-service or email on June 26, 2015.

/s/ Brad Featherston

Bradley E. Featherston

RV

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PROBATE COURT 4

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County Clerk
Harris County

NO. 412.249-401

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

CARL HENRY BRUNSTING, § IN PROBATE COURT
 § individually and as independent §
 § executor of the estates of Elmer H. §
 § Brunsting and Nelva E. Brunsting §

vs.

ANITA KAY BRUNSTING f/k/a §
 ANITA KAY RILEY, individually, §
 as attorney-in-fact for Nelva E. Brunsting, §
 and as Successor Trustee of the Brunsting § NUMBER FOUR (4) OF
 Family Living Trust, the Elmer H. §
 Brunsting Decedent's Trust, the §
 Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Anita Kay Brunsting §
 Personal Asset Trust; §
 AMY RUTH BRUNSTING f/k/a §
 AMY RUTH TSCHIRHART, §
 individually and as Successor Trustee §
 of the Brunsting Family Living Trust, §
 the Elmer H. Brunsting Decedent's Trust, §
 the Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Amy Ruth Tschirhart §
 Personal Asset Trust; §
 CAROLE ANN BRUNSTING, individually §
 and as Trustee of the Carole Ann §
 Brunsting Personal Asset Trust; and §
 as a nominal defendant only, §
 CANDACE LOUISE CURTIS § HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING'S MOTION FOR PARTIAL SUMMARY JUDGMENT

TO THE HONORABLE PROBATE COURT:

07132015:0909:PO080

18004:6080:51026120

COMES NOW Drina Brunsting as attorney-in-fact for Carl Henry Brunsting, individually (“Carl”), filing this Motion for Partial Summary Judgment, and in support thereof would show as follows:

I.

Summary Judgment Issues

This is a case involving, among other things, a dispute about changes purportedly made to a trust of which all of the parties are beneficiaries, as well as the administration of that trust and disbursements made from that trust after the parties’ mother resigned as trustee and Defendant, Anita Kay Brunsting (“Anita”),¹ took over the trustee duties. This Motion for Partial Summary Judgment seeks relief on two specific points at issue in this case.

1. Carl seeks a determination, as a matter of law, that the August 25, 2010 Qualified Beneficiary Designation is null and void because it violates the terms of the Brunsting Family Living Trust as restated on January 12, 2005 (the “Family Trust”) which prohibits amendments after the death of the first founder.² Elmer, the first founder to die, died in 2009. (Exhibit 4, p. P4347).
2. Carl also seeks a determination, as a matter of law, that disbursements in 2011 of Exxon Mobil stock and Chevron stock were improper distributions for which Anita, as the trustee making the disbursements is liable, and for which the beneficiaries who

¹ The Brunsting family members, for simplification purposes only, will all be referred to herein by their first names.

² Because the Family Trust refers to settlors as founders, that terminology is being used in this motion.

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received benefits from those distributions are also liable pursuant to Tex. Prop. Code §114.031, including through an offset of the applicable beneficiary's liability against that beneficiary's remaining interest in the trust estate.

II.

Summary Judgment Evidence

The following summary judgment evidence is presented in support of this motion:

1. The Restatement of The Brunsting Family Living Trust dated January 12, 2005 (P317-403)³ (Exhibit 1)
2. The First Amendment to the Restatement to the Brunsting Family Living Trust dated September 6, 2007 (P444-445) (Exhibit 2)
3. The Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated August 25, 2010 (P407-443) (Exhibit 3)
4. Documents produced by Computershare in Carl's pre-suit discovery action filed on March 9, 2012⁴ (P4308-4396) (Exhibit 4)
5. Schedule F from the summaries of transactions provided by Anita on March 27, 2012 (P12168-12170) (Exhibit 5)

³ The page number references are to the documents as numbered and previously produced by Carl in discovery in this case.

⁴ This exhibit as filed has been redacted to remove or limit sensitive information. Such redactions were not made on the documents when produced.

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6. Anita's Responses to Candace Louise Curtis' First Written Interrogatories
(Exhibit 6)
7. Acceptance By Successor Trustee dated December 21, 2010 (p. P446)
(Exhibit 7)

III.

8/25/10 Qualified Beneficiary Designation Is Void As a Matter of Law

In 1996, Elmer and his wife Nelva E. Brunsting ("Nelva") created the Family Trust. In addition to the restated Family Trust dated January 12, 2005 (Exhibit 1), a further amendment was done on September 6, 2007 which **changed** the provision naming successor trustees (Exhibit 2). Carl and Amy had been named successor trustees in the Family Trust, with Candy named as a further potential successor co-trustee should either Carl or Amy be unable to serve (Exhibit 1, p. P239, Article IV, Section B). The 2007 amendment named Carl and Candy as successor trustees (Exhibit 2).

Article III of the Family Trust allowed it to be revoked or amended only so long as both founders were living. The Family Trust specified, however, that upon the death of the first founder, the Family Trust "shall not be subject to amendment, except by a court of competent jurisdiction." (Exhibit 1, P. P237, Article III, Section, B, first paragraph). The same section in Article III concerning amendments also addressed the issue of qualified beneficiary designations with the following explanation:

"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

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or interest alone.” (emphasis added) (Exhibit 1, p. P237, Article III, Section B, second paragraph)

On April 1, 2009, Elmer Brunsting died, thus triggering the provision which stated that the trust had become irrevocable and could no longer be amended, including by way of a qualified beneficiary designation. Elmer’s death also triggered the division of the Family Trust’s assets into the Elmer H. Brunsting Decedent’s Trust (“Decedent’s Trust”) and the Nelva E. Brunsting Survivor’s Trust (“Survivor’s Trust”) (Exhibit 1, p. P257, Article VII, Section B).

In July 2010, when Carl became ill with encephalitis and was in no position to continue to moderate the contentious relationship between his sisters as he had done before, the Defendants took aggressive steps to take control of the Family Trust’s assets to the exclusion of Carl, and in some respects, to the exclusion of Carl’s other sibling, Candy. Those steps culminated in the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement prepared by Nelva’s counsel.⁵ Under that document, only Carl and Candy were stripped of rights they had been afforded under the Family Trust.

This was done despite the lack of ambiguity in Article III of the Family Trust. That Article provides that a qualified beneficiary designation is an amendment to the Family Trust and that no amendment could be made after Elmer died in 2009. Moreover, any confusion that might be caused

⁵ A separate action was brought against Vacek & Freed and Candace Freed in Cause No. 2013-05455; *Carl H. Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC, f/k/a The Vacek Law Firm, PLLC*; In the 164th Judicial District Court of Harris County, Texas when that law firm refused to continue a tolling agreement until a resolution could be reached among the Brunsting siblings. That action can not continue to be prosecuted, however, until a successor personal representative is appointed to replace Carl. Some of the issues raised in this motion should make it clear why an action was brought against the attorneys who prepared an instrument in conflict with the provisions of the earlier instrument they, themselves had also prepared.

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by the title of the document executed on August 25, 2010 which included both the term “qualified beneficiary designation” and “exercise of testamentary powers of appointment” would seem to be dispelled by consulting the definitions contained in Article XIII of the Family Trust. The definition provided for a power of appointment indicates that is simply another name for a qualified beneficiary designation. That definition is found in Article XIII which reads as follows:

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 acknowledgments 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. (Exhibit 1, p. P309, Article XIII, definition 10).

While that is really more of a recitation of the requirements than a definition, what it does make clear is that, under the terms of the Family Trust, a qualified beneficiary designation and a power of appointment are one and the same. Thus, regardless of whether it was called a qualified beneficiary designation, a power of appointment, or both, the Family Trust states that it is to be

considered an amendment to the trust.⁶ As such it was prohibited by the Family Trust after the death of one of the founders. The 8/25/10 Qualified Beneficiary Designation was prepared after Elmer's death and is, therefore, void as a matter of law.

IV.

Stock Transfers Were Improper as a Matter of Law

Anita took over the role of trustee from her mother on December 21, 2010. (Exhibit 7). Once Anita took over as trustee, she used her new position of control to make distributions of substantial portions of Exxon Mobil and Chevron stock to herself, her children, her sisters, and one of her sister's children, and to the exclusion of her ill brother, Carl, who, after his mother, was the one most in need of assistance. Those transactions were as follows:

1. Anita transferred 1120 shares of Exxon Mobil stock to Amy from the Survivor's Trust on May 9, 2011 (Exhibit 4, p. P4310, 7th paragraph; p. P4385-4386)
2. Anita transferred 160 shares of Exxon Mobil stock to herself from the Survivor's Trust on June 13, 2011 (Exhibit 4, p. P4310, 8th paragraph, p. P4387-4388)

⁶ While Defendants may attempt to claim confusion because of the inclusion of language in Article VIII, Sections B and C suggesting the surviving founder would have some right to make powers of appointment (Exhibit 1, p. P262 and 264), those provisions, at best, conflict with, but do not negate, the provisions indicating such to be just another name for a qualified beneficiary designation which is not allowed after the first founder's death because it would be an attempted amendment to a trust which is no longer revocable. (Exhibit 1, p. P237, Section B). And should Defendants attempt to assert that there is some different status given to a power of appointment pursuant to the terms of the Family Trust, that is not specified anywhere, nor was any distinction preserved by the 8/25/10 Qualified Beneficiary Designation itself.

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3. Anita transferred 135 shares of Chevron stock to herself from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12169, bottom of page under "Anita became trustee Dec. 2011")⁷
4. Anita transferred 135 shares of Chevron stock to Amy's minor daughter, Ann Brunsting, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)
5. Anita transferred 135 shares of Chevron stock to Amy's minor son, Jack Brunsting, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)
6. Anita transferred 135 shares of Chevron stock to her own minor daughter, Katie Riley, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)
7. Anita transferred 135 shares of Chevron stock to her own son, Luke Riley, from the Survivor's Trust on June 14, 2011 (Exhibit 5, p. P12170)
8. Anita transferred 160 shares of Exxon Mobil stock to Candy from the Survivor's Trust on June 15, 2011 (Exhibit 4, p. P4310, 8th paragraph; p. P4387-4388)

⁷ The proof of the transfers of Chevron stock must be taken from Anita's summaries provided on March 27, 2012 because Carl is aware of no transfer documents ever having been provided by Anita. Likewise, the documents concerning the Exxon Mobil stock transfers were not provided by Anita, but Carl had learned of those transfers from Candy and sought the records directly from Exxon Mobil's transfer agent through the pre-suit discovery action he filed on March 9, 2012. It was only after Anita received notice of that action that she provided her unsupported summary. The inadequacies of Anita's disclosures as a fiduciary, however, will be addressed at a later time.

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9. Anita transferred 1325 shares of Exxon Mobil stock to Carole from the Decedent's Trust on June 15, 2011 (Exhibit 4, p. P4310, 3rd paragraph; p. P4362; p. P4369-4370)

None of these transfers were authorized by the provisions of the Family Trust. One reason they are unauthorized is that all of the shares of stock, other than those transferred to Carole, were transferred from the Survivor's Trust. Article VIII of the Family Trust requires the Survivor's Trust to be administered solely for the surviving founder's benefit.⁸ That Article requires distributions, whether of income⁹ or principal to be for the founder's benefit as may be necessary for her education, health, maintenance, and support. (Exhibit 1, p. P261-263, Article VIII, Section B and C). These disbursements were not to the surviving founder or for her benefit¹⁰ and thus were not authorized by the Family Trust.

And even if the Family Trust had provided for distributions from the Survivor's Trust to someone other than the surviving founder, these were distributions of principal. Therefore, Anita, as trustee, was required to follow the specified standards for disbursements for the surviving

⁸ Once again, after the party vacancy has been cured, the issue of Vacek & Freed's role in the administration of the Family Trust is one which needs to be addressed in the case filed against that law firm, but it is clear that Vacek & Freed took on Anita's representation as trustee and that they also continued to represent Nelva until her death. In addition to the damages caused by these improper transfers, if the transfers are not reversed, the question of tax consequences raised by failing to use the Survivor's Trust only for Nelva's benefit will have to be explored.

⁹ In addition to the lost value of the shares themselves, all shares were dividend-bearing shares during the period after they were transferred, and those amounts of income were also lost.

¹⁰ In fact, there is a significant question concerning whether grandchildren would have been entitled, under any circumstances, to distributions from the Family Trust until the death of both founders. Article I, Section C limits descendants to the named children of Elmer and Nelva Brunsting and any children subsequently born to or adopted by Elmer and Nelva. (Exhibit 1, p. P234, last full paragraph).

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founder's education, health, maintenance, or support. (Exhibit 1, p. P262-263). Instead, Anita has admitted in her responses to Candy's interrogatories that she did not take anything into consideration, including whether the distributions were necessary or advisable even to the recipients,¹¹ much less to the surviving founder. Instead, Anita indicated such transfers were "made at Nelva Brunsting's instruction."¹² (Exhibit 6, Responses to Interrogatory Numbers 3, 4, 5). That is not a basis under the terms of the Family Trust for these transfers, even if they had been otherwise authorized transfers. Thus, these transfers resulted from Anita's breach of her fiduciary duties¹³ and were improper as a matter of law.

And although the disbursement of 1325 shares of Exxon Mobil stock to Carole came from the Decedent's Trust, the terms of the Family Trust as to administration of the Decedent's Trust were still not followed. All net income from the Decedent's Trust was to be paid to the surviving founder, and only limited amounts of principal could also be disbursed to the surviving founder without the imposition of the guidelines set forth in Article IX. (Exhibit 1, p. P268-269, Article IX). So, even

¹¹ Leaving aside for the moment Nelva's health issues and her need for caregivers, as well as Carl's serious medical issues, Anita's summary reflects that none of these transfers were necessary. The June 14, 2011 transfers of Chevron stock to Amy's minor children were, according to Anita's own summary, a "gift for future car/college." (Exhibit 5, p. P12170). And the similar transfers to Anita's own children were described as "gift for college exp." (Exhibit 5, p. P12170). The gifts to Anita's children come on the heels of, or were made contemporaneously with, over \$37,000 in other disbursements to Anita for college expenses and automobiles for her children. (Exhibit 5, p. P12169).

¹² That seems unlikely since there was no history of such distributions while Nelva was trustee, and one would assume the distributions would have been made by Nelva before she resigned had she truly wanted them to be made. Nevertheless, even if the allegation that Nelva instructed that the distributions be made is accepted as true, that does not relieve Anita of her fiduciary obligations under the provisions of the Family Trust. There is nothing in the Family Trust authorizing Anita to make such distributions on Nelva's instruction.

¹³ This is the case without even examining the self-dealing nature of a number, if not all, of the transfers.

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if such a distribution had been authorized under certain standards, no attempt was even made to meet those standards because it was again done, without regard to the standards, but allegedly at Nelva's instruction. (Exhibit 6, Response to Interrogatory number 2). Moreover, there is further evidence that the transfer allegedly to "pay off/fix house" was not necessary, because Anita's summary indicates Carole had already been paid \$20,000 from the Family Trust on October 1, 2010 for either a loan or a gift to "fix house" (Exhibit 5, p. P12169).

First of all, the transfer of Exxon stock did not properly meet the guidelines for all distributions from the Decedent's Trust which required the trustee to "give primary consideration to the Surviving Founder's health, education, maintenance and support, and thereafter to our descendants health, education, maintenance and support." (Exhibit 1, p. P268, Article IX, Section B). And since this was, at best, a discretionary distribution, the following guidelines had to be met:

"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." (emphasis added) (Exhibit 1, p. P269, Article IX, Section C).

As stated, the beneficiary most in need of assistance, other than Nelva, was Carl but he received nothing. Since none of the transfers of stock met the standards required by the terms of the Family Trust, Anita, as the trustee making these distributions, is liable, as a matter of law, for all

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such distributions, including the one to Carole from the Decedent's Trust. And pursuant to Tex. Prop. Code §114.031, the beneficiaries receiving the improper distributions are also responsible for the damages caused by the distributions once those damages are established. That section provides as follows:

- (a) A beneficiary is liable for loss to the trust if the beneficiary has:
 - (1) misappropriated or otherwise wrongfully dealt with the trust property;
 - (2) expressly consented to, participated in, or agreed with the trustee to be liable for a breach of trust committed by the trustee;
 - (3) failed to repay an advance or loan of trust funds;
 - (4) failed to repay a distribution or disbursement from the trust in excess of that to which the beneficiary is entitled; or
 - (5) breached a contract to pay money or deliver property to the trustee to be held by the trustee as part of the trust.
- (b) Unless the terms of the trust provide otherwise, the trustee is authorized to offset a liability of the beneficiary to the trust estate against the beneficiary's interest in the trust estate, regardless of a spendthrift provision in the trust.

V.

Conclusion

The Qualified Beneficiary Designation of 8/25/10 fails, as a matter of law, as an attempted amendment to the Family Trust after the death of one of the founders. The transfers by Anita of significant stock holdings to the detriment of Nelva and the exclusion of Carl notwithstanding his

life-threatening illness were not authorized by the terms of the Family Trust and, as a matter of law, create liability for Anita as trustee and for the beneficiaries who, at a minimum, have received distributions in excess of that to which they are allowed under the terms of the Family Trust.

WHEREFORE, PREMISES CONSIDERED, Carl requests that the Court grant his Motion for Partial Summary Judgment, and for such other and further relief to which Carl may be entitled.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

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Attorneys for Drina Brunsting, attorney-in-fact for Carl Henry Brunsting

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 9th day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via U.S. First Class Mail

Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
via U.S. First Class Mail

Stephen A. Mendel
Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
via U.S. First Class Mail

Candace Curtis, *Pro Se*
218 Landana St.
American Canyon, California 94503
via U.S. First Class Mail

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

NO. 412.249-401

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

CARL HENRY BRUNSTING, § IN PROBATE COURT
 § individually and as independent
 § executor of the estates of Elmer H.
 § Brunsting and Nelva E. Brunsting

vs.

ANITA KAY BRUNSTING f/k/a §
 ANITA KAY RILEY, individually, §
 as attorney-in-fact for Nelva E. Brunsting, §
 and as Successor Trustee of the Brunsting § NUMBER FOUR (4) OF
 Family Living Trust, the Elmer H. §
 Brunsting Decedent's Trust, the §
 Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Anita Kay Brunsting §
 Personal Asset Trust; §
 AMY RUTH BRUNSTING f/k/a §
 AMY RUTH TSCHIRHART, §
 individually and as Successor Trustee §
 of the Brunsting Family Living Trust, §
 the Elmer H. Brunsting Decedent's Trust, §
 the Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Amy Ruth Tschirhart §
 Personal Asset Trust; §
 CAROLE ANN BRUNSTING, individually §
 and as Trustee of the Carole Ann §
 Brunsting Personal Asset Trust; and §
 as a nominal defendant only, §
 CANDACE LOUISE CURTIS § HARRIS COUNTY, TEXAS

AFFIDAVIT OF BOBBIE G. BAYLESS
IN SUPPORT OF CARL HENRY BRUNSTING'S
MOTION FOR PARTIAL SUMMARY JUDGMENT

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned official, on this day personally appeared BOBBIE G. BAYLESS, who is personally known to me, and first being duly sworn according to law, upon her oath deposed and said:

- A. “My name is BOBBIE G. BAYLESS. I am over eighteen years of age, have never been convicted of a crime, and am fully competent to make this affidavit. I have personal knowledge of the statements contained herein, which are all true and correct.
- B. I am an attorney with the law firm of Bayless & Stokes and the attorney representing Drina Brunsting as attorney-in-fact for Carl Henry Brunsting, individually (“Carl”) in this action.
- C. In the course of my representation of Carl, I have obtained the following documents, true and correct copies of which are attached to Carl’s motion:
1. The Restatement of The Brunsting Family Living Trust dated January 12, 2005 provided by Vacek & Freed (P317-403) (Exhibit 1)
 2. The First Amendment to the Restatement to the Brunsting Family Living Trust dated September 6, 2007 provided by Vacek & Freed (P444-445) (Exhibit 2)
 3. The Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated August 25, 2010 provided by Vacek & Freed (P407-443) (Exhibit 3)
 4. Documents produced by Computershare in Carl’s pre-suit discovery action filed on March 9, 2012 (P4308-4396) (Exhibit 4)
 5. Schedule F from the summaries of transactions provided by Anita’s counsel on March 27, 2012 (P12168-12170) (Exhibit 5)
 6. Anita’s Responses to Candace Louise Curtis’ First Written Interrogatories in this proceeding (Exhibit 6)
 7. Acceptance By Successor Trustee dated December 21, 2010 provided by Vacek & Freed (p. P446) (Exhibit 7)

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/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

SWORN TO AND SUBSCRIBED before me on this the 9th day of July, 2015.

/s/ Shawn M. Teague
Notary Public in and for the
State of TEXAS
Printed Name: Shawn M. Teague
My Commission Expires: April 3, 2019

COPY

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Exhibit 1

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**THE RESTATEMENT OF
THE BRUNSTING FAMILY
LIVING TRUST**

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

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Houston, Texas 77079

Telephone: (281) 531-5800

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P317

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Table of Contents

Introduction

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

Distributions From Our Trust

Article V	Insurance Policies and Retirement Plans
Article VI	For So Long As We Both Shall Live
Article VII	Upon the Death of One of Us
Article VIII	Administration of the Survivor's Trust
Article IX	Administration of the Decedent's Trust
Article X	Upon the Death of the Survivor of Us

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Article XI	Protection of Beneficial Interests
Article XII	Our Trustees' Powers and Authority
	<i>General Matters</i>
Article XIII	Definitions
Article XIV	Miscellaneous Matters

**THE RESTATEMENT OF
THE BRUNSTING FAMILY LIVING TRUST**

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

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

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

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

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

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

Section B. The Title of Our Trust

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

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

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Our trust may also be known as:

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

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

Section C. Our Beneficiaries and Family

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

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

For reference, our children are:

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

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

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

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

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

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

Section B. Additions to Our Trust

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

Section C. Our Separate and Community Accounts

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

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

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

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

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Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

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

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

Section B. We May Amend Our Trust

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

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

Section C. Income Tax Matters

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

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

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

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Article IV

Our Trustees

Section A. Original Trustees

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

Section B. Our Successor Trustees

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

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

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

CARL HENRY BRUNSTING and 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.

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

Section C. No Bond is Required of Our Trustees

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

Section D. Resignation or Removal of Our Trustees

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

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

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

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

Section E. Affidavit of Authority to Act

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

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

Signature Line

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

Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

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

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

Section G. Our Trustees' Compensation

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

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

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

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

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Section H. Multiple Trustees

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

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

Section I. Delegation of Authority

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

Section J. Successor Corporate Trustees

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

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

Section K. Partial and Final Distributions

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

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

2. Obtain the Release of Protected Health Information

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

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

3. Determination of "Incompetence" or "Incapacity"

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

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

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

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

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

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

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

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

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

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

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

1. The Founder's Rights

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

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

2. Our Trustee's Obligations

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

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

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Section B. Upon the Death of a Founder

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

1. Collection of Non-Retirement Death Proceeds

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

2. Retirement Plan Elections

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

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

3. Collection Proceedings

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

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

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

4. Payor's Liability

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

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

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

1. Minimum Distribution

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

2. Distribution Restrictions

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

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

3. Exclusion of Older Adopted "Descendants"

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

4. Payment of Estate Taxes of Plan Participant

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

5. Delivery of Trust to Plan Administrator

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

6. Distribution to the Beneficiaries

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

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

7. Distribution of More Than the Minimum Distribution

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

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

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

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

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

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

Section B. If One or Both of Us Are Disabled

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

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

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

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

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

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;

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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

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

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

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

2. Exempt Property Excluded

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

3. Apportionment of Payments

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

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

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

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

Section B. Division and Distribution of Trust Property

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

1. Creation of the Survivor's Trust

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

a. Numerator of the Fractional Share

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

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

b. Denominator of the Fractional Share

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

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2. Creation of the Decedent's Trust

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

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

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

Section D. Conversion of Nonproductive Property

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

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

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

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

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

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Section F. Allocation of Trust Property

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

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

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

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

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

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

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

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

1. Form of Distribution

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

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2. Income Requirement

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

3. Retirement Plan Expenses

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

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

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

1. Survivor's Share One

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

2. Survivor's Share Two

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

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

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

Section B. Administration of Survivor's Share One

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

1. The Surviving Founder's Right to Income

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

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2. The Surviving Founder's Right to Withdraw Principal

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

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

3. Principal Distributions in Our Trustee's Discretion

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

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

4. The Surviving Founder's General Power of Appointment

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

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

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

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Section C. Administration of Survivor's Share Two

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

1. The Surviving Founder's Right to Income

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

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

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

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

2. Principal Distributions in Our Trustee's Discretion

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

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

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

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

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

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

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

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

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

1. The Surviving Founder's Final Expenses

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

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

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

Expenses of administering the surviving Founder's estate.

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

Statutory or court-ordered allowances for qualifying family members.

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

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

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

2. Redemption of Treasury Bonds

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

3. Coordination with the Personal Representative

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

a. Authorized Payments

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

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

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b. Purchase of Assets and Loans

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

c. Distributions from the Personal Representative

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

4. Trustee's Authority to Make Tax Elections

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

a. Alternate Valuation Date

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

b. Deduction of Administration Expenses

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

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

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c. Taxes and Returns

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

Section E. Subsequent Administration of the Survivor's Trust

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

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

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

1. **NET INCOME** shall be paid in convenient installments, at least monthly.
2. **PRINCIPAL**
 - a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed \$5,000.00.
 - b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.
 - c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

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

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

Section C. Guidelines for Discretionary Distributions

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

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

Section D. Termination of the Decedent's Trust

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

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

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

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

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

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

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

Section B. Distribution to our Beneficiaries

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

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

i. Distributions of Net Income

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

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ii. Distributions of Principal

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

iii. General Testamentary Power of Appointment

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

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

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

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

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

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iv. Limited Testamentary Power of Appointment

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

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

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

(b) Distribution on the Death of CANDACE LOUISE CURTIS

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

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

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

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i. Distributions of Net Income

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

ii. Distributions of Principal

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

iii. General Testamentary Power of Appointment

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

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

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

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

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

iv. Limited Testamentary Power of Appointment

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

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

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

(b) Distribution on the Death of CAROL ANN BRUNSTING

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

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

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

i. Distributions of Net Income

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

ii. Distributions of Principal

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

iii. General Testamentary Power of Appointment

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

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

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

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

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

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

iv. Limited Testamentary Power of Appointment

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

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

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

(b) Distribution on the Death of CARL HENRY BRUNSTING

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

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

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

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

i. Distributions of Net Income

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

ii. Distributions of Principal

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

iii. General Testamentary Power of Appointment

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

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

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

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

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

iv. Limited Testamentary Power of Appointment

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

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

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

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

(b) Distribution on the Death of AMY RUTH TSCHIRHART

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

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

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

i. Distributions of Net Income

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

ii. Distributions of Principal

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

iii. General Testamentary Power of Appointment

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

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

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

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

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

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

iv. Limited Testamentary Power of Appointment

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

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

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

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

(b) Distribution on the Death of ANITA KAY RILEY

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

Section C. Administration of the Share of a Decedant 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.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

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

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Section D. Subsequent Children

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

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

Section E. Guidelines for Discretionary Distributions

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

Section F. Guidelines for All Distributions

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

Section G. Ultimate Distribution

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

07132015:0809: P0153

<u>Beneficiary</u>	<u>Share%</u>
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

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

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

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

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

Section B. Unproductive or Underproductive Assets

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

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

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

Section C. No Contest of Our Trust

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

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

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

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

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

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

1. Distributions of Trust Income and Principal

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

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

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

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2. Methods of Distribution

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

- (a) Directly to such beneficiary;
- (b) To his or her parent, guardian or legal representative;
- (c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;
- (d) To any person with whom he or she is residing;
- (e) To some near relative or close friend; or
- (f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;
- (g) To persons, corporations or other entities for the use and benefit of the beneficiary;
- (h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or
- (i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

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

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

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

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

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

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

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

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

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

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

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

Section C. General Investment and Management Powers

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

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

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Originally Contributed Properties

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

Additional Properties

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

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

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

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

Securities Powers

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

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

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

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

Investment of Cash Assets

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

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

Unproductive or Wasting Assets

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

Personal Residence and Furnishings of Personal Residence

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

Mineral Properties

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

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

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

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

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

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

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

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

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

Power to Enter Into or Continue Business Activities

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

Banking Authority

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

Corporate Activities

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

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

Agricultural Powers

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

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

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

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

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

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

Real Estate

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

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Authority to Sell or Lease and Other Dispositive Powers

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

Warranties and Covenants

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

Trustee's Compensation

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

Employment and Delegation of Authority to Agents

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

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

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

Nominal Title and Use of Nominees

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

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Power to Lend Money and Guarantee Obligations

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

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

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

Power to Borrow

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

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

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

Payment of Indebtedness and Settlement Costs

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

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

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

Transactions Between the Trustee and Our Personal Representatives

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

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

Commingling Trust Estates

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

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

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

Addition of Accumulated Income to Principal

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

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Distributions Not Treated as Advancements

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

Tax Elections

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

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

Transactions in Which the Trustee Has A Direct or Indirect Interest

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

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

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

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

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

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

Section E. Records, Books of Account and Reports

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

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

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

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

Section F. Trustee's Liability

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

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

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

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

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

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Section G. Duty of Third Parties Dealing with Trustee

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

Section H. Division and Distribution of Trust Estate

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

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

Section I. Life Insurance

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

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

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

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

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

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

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

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

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

Section J. Insured Trustee's Authority

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

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

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

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

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

Section K. Estimated Income Tax Payment Allocation

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

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

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

Section L. Merger of Trusts

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

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

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Section Q. Retirement Plan Elections

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

Section R. Qualification as a Qualified Subchapter S Trust

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

1. A Sole Beneficiary

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

2. Multiple Beneficiaries

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

3. Outright Distribution

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

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

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

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

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Article XIII

Definitions

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

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

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

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

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

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

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

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

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

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

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlers" or any other name given to the makers of this trust either by law or by popular usage.
5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.
6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

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

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

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.
8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.
9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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

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

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

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.
12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.
13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.
14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

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

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

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

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

Section B. Special Bequests

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

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

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Section C. The Rule Against Perpetuities

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

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

Section D. Jurisdiction

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

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

Section E. Dissolution of Our Marriage

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

Section F. Maintaining Property in Trust

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

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

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Section G. Survival

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

Section H. Simultaneous Death

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

Section I. Changing the Trust Situs

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

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

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

Section J. Construction

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

Section K. Headings of Articles, Sections and Paragraphs

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

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.

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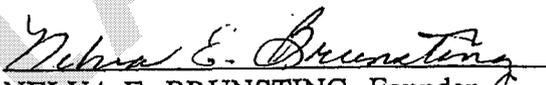
Section S. Elective Deductions

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

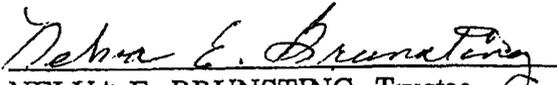
We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005


ELMER H. BRUNSTING, Founder


NELVA E. BRUNSTING, Founder


ELMER H. BRUNSTING, Trustee


NELVA E. BRUNSTING, Trustee

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THE STATE OF TEXAS

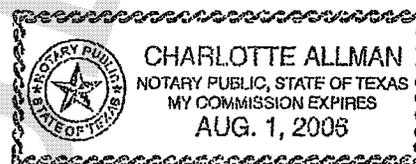
COUNTY OF HARRIS

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

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas



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Exhibit 2

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FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

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

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996 for all purposes.
2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.
3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.
4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

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

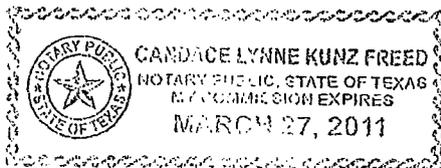
Elmer H. Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Candace Lynne Kunz Freed
Notary Public, State of Texas



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EXHIBIT "A"

Article IV

Our Trustees

Section B. Our Successor Trustees

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

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

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

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

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

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

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

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

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Exhibit 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

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

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

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B. Division into Separate Shares

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

1. Share for CANDACE LOUISE CURTIS

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

2. Share for CAROL ANN BRUNSTING

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

3. Share for AMY RUTH TSCHIRHART

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

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

4. Share for CARL HENRY BRUNSTING

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

5. Share for ANITA KAY BRUNSTING

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

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

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

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

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

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

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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);
 8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;
 9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and
 10. To protect the beneficiary against claims of third parties.
- C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.
- D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

07132015:0809: P0195

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

07132015:0809:PO196

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,

07132015:0809:P0197

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

07132015:0809:P0198

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

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

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

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

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

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

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

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

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

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

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

TRUST PROTECTOR PROVISIONS

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

07132015:0809:P0204

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

07132015:0809:P0205

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

07132015:0809:P0206

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.

07132015:0809:P0207

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

07132015:0809:P0208

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

07132015:0809:P0209

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

07132015:0809: P0210

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:

07132015:0809:P0211

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

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

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

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

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

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

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

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- B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.
- C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

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

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

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

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

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

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

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

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

07132015:0809:P0217

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

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.
6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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

GENERATION SKIPPING TAX PROVISIONS

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

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

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

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

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

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

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

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

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

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

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

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

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

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

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

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

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

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

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

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

EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

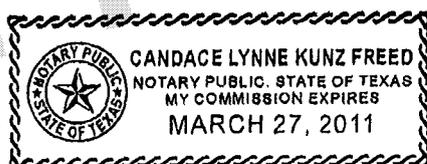
ACCEPTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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





Notary Public, State of Texas

07132015:0809:PO259

UNOFFICIAL COPY

Exhibit 4



Computershare Investor Services

250 Royall Street
Canton Massachusetts 02021
www.computershare.com

July 05, 2012

BOBBIE G BAYLESS
ATTORNEY AT LAW
BAYLESS & STOKES
2931 FERNDALE
HOUSTON TX 77096

Company Name: EXXON MOBIL CORPORATION / XOM
Holder Account Number: [REDACTED] 2102
Registration: Elmer H Brunsting Or Nelva E Brunsting TR Brunsting Fam Living Trust UA 10/10/96

Dear Ms. Bayless:

We are in receipt of your correspondence dated April 12, 2012 and June 22, 2012 regarding the matter of Carl Henry Brunsting, cause number 2012-14538.

Please note that Computershare contacted your firm on May 7, 2012 seeking clarification of your request from April. We did not receive any reply until your letter of June 22, 2012.

Below is a list of all ExxonMobil accounts held by Elmer Brunsting, Nelva Brunsting, or the Brunsting Family Trust. We have provided the account balances as of July 3, 2012. The closing price for ExxonMobil's common stock on that date was \$86.28 per share.

Account Number: [REDACTED] 566 (Historical File)
Registration: ELMER H BRUNSTING
Total Shares Held on July 3, 2012: 0 (Closed October 28, 1996)

Account Number: [REDACTED] 2102
Registration: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM LIVING TRUST UA 10/10/96
Total Shares Held on July 3, 2012: 0 (Closed March 24, 2011)

Account Number: [REDACTED] 7769
Registration: ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING DECEDENT'S TRUST
Total Shares Held on July 3, 2012: 587.204777

Account Number: [REDACTED] 7777
Registration: ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST
Total Shares Held on July 3, 2012: 684.511319

P4308

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Below is a list of additional accounts which received transfers from one of the accounts listed above.

Account Number: [REDACTED] 6387
Registration: CANDACE CURTIS
Total Shares Held on July 3, 2012: 24.981004

Account Number: [REDACTED] 9041
Registration: AMY R BRUNSTING
Total Shares Held on July 3, 2012: 104.058674

Account Number: [REDACTED] 6352
Registration: ANITA BRUNSTING
Total Shares Held on July 3, 2012: 164.036963

Account Number: [REDACTED] 6328
Registration: CAROLE A BRUNSTING
Total Shares Held on July 3, 2012: 1,325

Account Number [REDACTED] 1566

This account was first opened on February 17, 1984. At that time, 300 shares of ExxonMobil's common stock were transferred to Elmer Brunsting. On August 14, 1987, the company went through a 2-for-1 split, generating an additional 300 shares. Between September 10, 1992 and October 28, 1996, dividends from this account were reinvested. An additional 121.648 were purchased during that period.

The account was closed on October 28, 1996, when all shares (721.648) were transferred to the Brunsting Family Trust (See account number [REDACTED] 2102 below).

We have enclosed a certificate transcript and reinvestment statement covering the history of this account. Due to the age of this account, we no longer have any additional documentation. We were unable to determine the source of the original transfer in 1984 and we no longer have copies of the paperwork submitted in 1996. We have no record of the dividends paid prior to 1992 or any of the tax forms generated for this account.

Account Number [REDACTED] 2102

This account was first opened on October 28, 1996, when the 721.648 shares were transferred from the account listed above. We have enclosed copies of the statements covering the full history from 1996 until it was closed in 2011. The only transactions that took place during this time were dividend reinvestments and 2 stock splits. We have also enclosed copies of Form 1099-DIV for years 2005 through 2011. We no longer have copies of the tax forms generated prior to 2005.

On March 18, 2011, we received a letter from Anita Brunsting, along with transfer forms requesting that we transfer a portion of this account to the Elmer H Brunsting Decedent's Trust and transfer the remaining shares to the Nelva E Brunsting Survivor's Trust. On March 24, 2011, 1908.232008 were shares transferred to account number [REDACTED] 7769 and 2101.968469 shares were transferred to account number [REDACTED] 7777.

We have enclosed a copy of the transfer forms and the accompanying letter. The mailing address on the old account was updated at the same time. We have also enclosed a copy of a notice confirming the address change.

P4309

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Account Number [REDACTED] 7769

This account was first opened on March 24, 2011, when the 1908.232008 shares were transferred from the account listed above. We have enclosed statements covering the history of the account from that date to the present. As the new account was not initially enrolled in the dividend reinvestment plan, the fractional shares (0.232008 shares) were immediately liquidated, generating a check in the amount of \$4.18.

Dividends were paid via direct deposit between June 10, 2011 and March 9, 2012. They were deposited into Bank of America account number [REDACTED] 1143 via routing number 111000025 based on instructions submitted through our website. We have enclosed a screen print of Computershare's internal records with the details of these payments, a notice confirming the direct deposit information, and a copy of Form 1099-DIV for 2011.

On June 13, 2011, we received transfer forms directing us to transfer 1,325 shares from this account to Carole Brunsting. The shares were transferred to account number [REDACTED] 6328 on June 15, 2011. We have enclosed a copy of the forms.

On March 3, 2012, the account was enrolled in dividend reinvestment through our website. We have enclosed a copy of a notice confirming this change. The June 11, 2012 dividend was reinvested, as indicated on the most recent statement.

Account Number [REDACTED] 7777

This account was first opened on March 24, 2011, when the 2101.968469 shares were transferred from account number [REDACTED] 2102. We have enclosed statements covering the history of the account from that date to the present.

All dividends on this account were reinvested. Form 1099-DIV is included on the year end statement for 2011. Direct deposit instructions were added to this account via our website on April 11, 2011. However, as the account was enrolled in the reinvestment plan, no dividends from this account were ever direct deposited. We have enclosed a copy of the notice confirming the direct deposit information.

On May 9, 2011, we received transfer forms directing us to transfer 1,120 shares from this account to Amy Brunsting. The shares were transferred to account number [REDACTED] 9041 on May 11, 2011. We have enclosed a copy of the forms.

On June 13, 2011, we received transfer forms directing us to transfer 160 shares from this account to Anita Brunsting and 160 shares to Candace Curtis. The shares were transferred to account numbers [REDACTED] 6352 and [REDACTED] 6387 respectively on June 15, 2011. We have enclosed a copy of the forms.

We have no record of any additional transactions or correspondence on these accounts or any additional accounts registered to Elmer Brunsting, Nelva Brunsting, or their trusts.

Account Numbers [REDACTED] 6387, [REDACTED] 9041, [REDACTED] 6352, and [REDACTED] 16328

As you requested documents reflecting the current ownership of shares formerly registered to the trust, we have enclosed a copy of the most recent statement for each of these accounts. If you need additional records from these accounts, please submit a new request clarifying what information or documents are to be provided.

P4310

Computershare assesses a fee of \$10.00 plus \$0.25 per page for records sent in response to this type of request. We kindly ask that you submit a check in the amount of \$24.25 made payable to "Computershare" and enclose a copy of this letter so we may accurately reference the original inquiry.

If you have any further questions, please contact us by phone at 800-252-1800. Representatives are available Monday through Friday, 8:30 AM to 5:00 PM Eastern Time.

Sincerely,



Norborth W McKearney
Manager
Computershare Shareholder Services

REF: BMV/UIB0001256900

Enclosures: Copy of Received Documents, Certificate Transcript, Statements, Forms 1099-DIV, Transfer Paperwork (4), Address Change Confirmation, Screen Print, Direct Deposit Confirmations (2), Dividend Reinvestment Confirmation

07192095:0889:51026120

P4311

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

June 22, 2012

Sent via Federal Express

Computershare Investor Services, LLC
Attn: Legal Department
250 Royall Street
Canton, MA 02021

Re: Cause No. 2012-14538; *In re: Carl Henry Brunsting*; In the 80th Judicial District
Court of Harris County, Texas

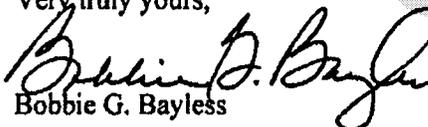
Dear Sirs:

On April 12, 2012, after speaking with Catherine Dixon in your department, I sent additional documents and information relating to a request for information in the above-referenced case concerning the history of some Exxon Mobil Corporation stock. I have heard nothing further since that letter. I have enclosed a copy of that earlier letter and the Court's Order requiring Computershare to provide the information requested, as well as another copy of Exhibit E from the verified petition which outlines the requested information.

As you can see, in my April 12, 2012 letter, I also provided social security numbers for the individuals who originally owned the stock, but at some point the stock was moved to trusts and thereafter, at least in part, out to other parties. So to the extent your delay in responding has been because of the trusts' ownership of the stock, I wanted to provide you with that additional information. Initially, the trust would have been referred to as "The Brunsting Family Living Trust," but after the first grantor of that trust died, the names of "The Nelva Brunsting Survivor's Trust" and the "Elmer Brunsting Decedent's Trust" would have been used. I am enclosing statements with holder account numbers which I have obtained from other sources in the case in hopes that it will speed up your search. I do not intend, however, for your search to be limited to these accounts because, as I said, I believe these shares have been held by or transferred to other parties as well.

It has been sometime since this request was made. I need these documents as soon as possible, so if you have any questions, please contact me upon your receipt of this letter.

Very truly yours,


Bobbie G. Bayless

BGB/st
Enclosures
cc: Carl Brunsting (via email)

P4312

07152015:0809: P0232

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
2831 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

SCP

April 12, 2012

Sent via Federal Express

Computershare Investor Services, LLC
Attn: Legal Department
250 Royall Street
Canton, MA 02021

Re: Cause No. 2012-14538; *In re: Carl Henry Brunsting*; In the 80th Judicial District
Court of Harris County, Texas

Dear Sirs:

I spoke with Catherine Dixon this morning about the following documents which were previously filed with the court in the above-referenced matter:

1. Carl Henry Brunsting's Verified Petition to Take Depositions Before Suit; and
2. Notice to Computershare Investor Services of Hearing on Petition to Take Depositions Before Suit.

While these documents were previously sent via certified mail to Computershare Investor Services's registered agent in Texas, we had received no response. We have enclosed another copy of the documents so this can be addressed by your legal department as soon as possible. To simplify things, we have also enclosed an extra copy of Exhibit E to the Petition which outlines the documents we are asking Computershare, as transfer agent for Exxon Mobil Corporation, to provide. The social security number for Elmer Brunsting is [REDACTED] 8905. The social security number for Nelva Brunsting is [REDACTED] 4685.

Also enclosed is an Amended Notice of Hearing which resets the hearing in the matter for May 18, 2012.

Very truly yours,

Bobbie G. Bayless

BGB/st
Enclosures

cc: Carl Brunsting (via email)

P4313

**Documents to be Produced by Computershare
as transfer agent for Exxon Mobil Corporation**

1. All documents reflecting the acquisition of any Exxon Mobil Corporation stock by Elmer Brunsting, Nelva Brunsting, and/or The Brunsting Family Living Trust.
2. All documents reflecting any transfers of all or any portion of the stock described in number 1 above.
3. All documents reflecting any sale or other liquidation of all or any portion of the stock described in number 1 above.
4. All documents reflecting the current ownership of all or any portion of the stock described in number 1 above.
5. All communications, including emails, concerning the stock described in number 1 above or any transfers of all or any portion of the stock described in number 1 above.
6. All documents authorizing the transfer of all or any portion of the stock described in number 1 above.
7. All documents evidencing the payment of dividends on the stock described in number 1 above.

EXHIBIT E

P4314

ExxonMobil**Computershare** +

Computershare
 PO Box 43078
 Providence, RI 02940-3078
 Within USA, US territories & Canada 800 252 1800
 Outside USA, US territories & Canada 781 575 2058
 www.computershare.com/exxonmobil

010754



ELMER H BRUNSTING
 13630 PINEROCK
 HOUSTON TX 77079-5914

Holder Account Number

██████████1566 IND



Ticker Symbol
 CUSIP

Exxon Mobil Corporation - Certificate Transcript

COMMON STOCK as of 06 Jul 2012

Issue Date	Acquisition Date	Number of Shares	Certificate Number	Issuance Reason	Surrender Date	Surrender Reason	Covered/ Noncovered	Cost Basis (USD)
17 Feb 1984	17 Feb 1984	300.000000	00505201	Transfer	28 Oct 1996	Transfer	Noncovered	
14 Aug 1987	14 Aug 1987	300.000000	00201326		28 Oct 1996	Transfer	Noncovered	

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURES AND DEFINITIONS.

253UDR

XOM_HIS

P4315

+

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50204:BOBO:51020:120

COST BASIS DISCLOSURE

IRS regulations require that Computershare, and other brokers/agents, provide additional information to you and to the IRS when you sell certain securities. All covered and noncovered information set forth in this document is for informational purposes. The information is based on data in our records as of the date of this mailing. Cost basis data may be subject to change based on events such as wash sales, splits and spinoffs. Computershare cannot confirm the accuracy or completeness of noncovered transactions. If cost basis data was not available, the information was left blank. Any sales fees incurred are added to the oldest lot's cost basis. You should review your records for accurate information regarding the subject transactions and consult your tax advisor with any questions concerning your tax reporting obligations.

DEFINITIONS

Acquisition Date: The date the shares are considered acquired for cost basis purposes. This may be the original date you acquired the shares or may be adjusted for events such as wash sales. There may be multiple dates related to a single transaction if shares were acquired at different times or prices.

Certificate Number: A unique number printed on each certificate and recorded on the company's records.

Cost Basis: The amount that you paid for the shares/units, adjusted for changes such as wash sales, splits and spinoffs.

Covered: A term the IRS uses to refer to securities that must have their cost basis information directly reported on IRS Form 1099-B when a sale occurs.

CUSIP: A unique number assigned by the securities industry for a particular security (Committee on Uniform Security Identification Procedures).

Holder Account Number: Your unique account number for the account where your share holdings and transactions have been recorded.

Issuance Reason: Describes why the certificate was issued. If blank, the reason is not known.

Issue Date: The date the certificate was recorded/issued on the company's records.

Noncovered: A term used to describe securities that are not considered covered by the IRS and will not have cost basis reported on IRS Form 1099-B. You are still required to report gain/loss details on your income tax return. You may obtain the necessary information by reviewing historical purchase data, as you would have before the new regulations. Please consult your tax advisor for proper guidance.

Number of Shares: The number of shares included in the certificate. There may be details below this first number if multiple "lots" are included in this certificate.

Surrender Date: The date you surrendered/deposited your certificate, if the certificate is no longer outstanding.

Surrender Reason: Explains why this certificate was surrendered by you. If blank, the reason is not known.

Ticker Symbol: The symbol used on the stock exchange where this stock is traded.

Uncertified Account: If indicated on the front of this form that your account is not tax-certified, please send a completed IRS Form W-9 (or W-8 for foreign accounts) to us. This will help avoid future required tax withholding on dividend payments and sales proceeds. Information is available on our website or by contacting us.

P4316

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

Within USA, US territories & Canada 800 252 1800

Outside USA, US territories & Canada 781 575 2058

www.computershare.com/exxonmobil

001333

ELMER H BRUNSTING
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

[REDACTED] 1566

SSN/TIN Certified
YesSymbol
XOM

001CS0003.dml.mic.075233_3612A001333A001520E

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: [REDACTED] 1566

ACCOUNT SUMMARY

As of close of stock market on 04 May 2012

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	0.000000	0.000000	84.570000	0.00

Transaction History

From: 01 Jan 1984

To: 04 May 2012

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							0.000000
10 Sep 1992	Dividend Reinvestment	432.00			432.00	63.160000	6.840000	6.840000
10 Dec 1992	Dividend Reinvestment	436.92			436.92	59.927000	7.291000	14.131000
10 Mar 1993	Dividend Reinvestment	442.17			442.17	64.149000	6.893000	21.024000
10 Jun 1993	Dividend Reinvestment	447.14			447.14	65.946000	6.780000	27.804000
10 Sep 1993	Dividend Reinvestment	452.02			452.02	65.077000	6.946000	34.750000
10 Dec 1993	Dividend Reinvestment	457.02	Transaction Fee	0.18	457.02	62.528000	7.309000	42.059000
10 Mar 1994	Dividend Reinvestment	462.28	Transaction Fee	0.18	462.28	65.507000	7.057000	49.116000
10 Jun 1994	Dividend Reinvestment	467.36	Transaction Fee	0.19	467.36	61.520000	7.597800	56.713000
10 Sep 1994	Dividend Reinvestment	472.83	Transaction Fee	0.20	472.83	59.665000	7.925000	64.638000
10 Dec 1994	Dividend Reinvestment	498.48	Transaction Fee	0.21	498.48	60.539000	8.234000	72.872000
10 Mar 1995	Dividend Reinvestment	504.65	Transaction Fee	0.20	504.65	63.969000	7.889000	80.761000
10 Jun 1995	Dividend Reinvestment	510.57	Transaction Fee	0.18	510.57	70.975000	7.194000	87.965000
11 Sep 1995	Dividend Reinvestment	515.97	Transaction Fee	0.18	515.97	70.416000	7.327000	95.282000
11 Dec 1995	Dividend Reinvestment	521.46	Transaction Fee	0.16	521.46	80.033000	6.516000	101.798000
11 Mar 1996	Dividend Reinvestment	526.35	Transaction Fee	0.16	526.35	80.978000	6.500000	108.298000
10 Jun 1996	Dividend Reinvestment	559.58	Transaction Fee	0.17	559.58	84.740000	6.609000	114.901000
10 Sep 1996	Dividend Reinvestment	564.77	Transaction Fee	0.17	564.77	83.704000	6.747000	121.648000
28 Oct 1996	Book Or Plan Transfer						-121.648000	0.000000

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.**Certificated Shares/Units Held by You** - A physical certificate was issued for these shares/units.**Book/Book-Entry Shares** - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.**Direct Registration Book Shares/Units (DRS)** - Book-entry shares that are not part of the Plan.**Investment Plan Book Shares/Units** - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).**Total Shares/Units** - The sum of all certificated and book shares held in this account as of the date specified.**Closing Price** - The closing market price as of the account summary date.**Market Value** - The dollar value of the total shares held in this account as of the date specified.**Deduction Description** - A description of any amounts withheld including transaction fees.**Deduction Amount** - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).**Net Amount** - The total amount transacted for you, equal to the transaction amount less any applicable deductions.**Price Per Share/Unit** - The market price per share purchased or sold under the Plan for this transaction.**Transaction Shares/Units** - The number of shares purchased or sold through the Plan for this transaction.**Total Book Shares/Units** - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN field in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may verify your tax status or obtain the necessary forms at the website listed above.

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1 Transaction Request Form

Please check or complete all applicable sections.

1A Sell Shares

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.

1C Deposit Certificate(s) into the Investment Plan**IMPORTANT:**
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1B Withdraw from the Reinvestment Program
(DRS shares will receive future dividends in cash.)

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (Refer to the prospectus/brochure for additional details on the terms and conditions of transactions and for the plan or DRS rules, if applicable.)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!
The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

- 1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Shares will be sold as promptly as practicable based on the terms of the plan. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.
- ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE OR DRS BROCHURE REGARDING APPLICABLE FEES.**
- To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.
- 1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.
- 1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.
- 1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a certified copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is (are) legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

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.

001244

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

2102



SSNTIN Certified

Yes

Symbol

XOM

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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: 2102

ACCOUNT SUMMARY

As of close of stock market on 31 Dec 2004

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	3,522.422000	3,522.422000		

Transaction History

From: 01 Jan 1996

To: 31 Dec 2004

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							0.000000
28 Oct 1996	Book Or Plan Transfer						721.648000	721.648000
10 Dec 1996	Dividend Reinvestment	570.10	Comp Paid Fees	0.15	570.10	94.640000	6.024000	727.672000
10 Mar 1997	Dividend Reinvestment	574.88	Comp Paid Fees	0.14	574.88	100.855000	5.700000	733.372000
11 Apr 1997	Stock Split						733.372000	1,466.744000
10 Jun 1997	Dividend Reinvestment	601.37	Comp Paid Fees	0.25	601.37	60.491000	9.941000	1,476.685000
10 Sep 1997	Dividend Reinvestment	605.44	Comp Paid Fees	0.24	605.44	64.063000	9.451000	1,486.136000
10 Dec 1997	Dividend Reinvestment	609.32	Comp Paid Fees	0.24	609.32	62.920000	9.694000	1,495.820000
10 Mar 1998	Dividend Reinvestment	613.29	Comp Paid Fees	0.24	613.29	63.134000	9.714000	1,505.534000
10 Jun 1998	Dividend Reinvestment	617.27	Comp Paid Fees	0.22	617.27	70.338000	8.776000	1,514.310000
10 Sep 1998	Dividend Reinvestment	620.87	Comp Paid Fees	0.24	620.87	65.712000	9.448000	1,523.758000
10 Dec 1998	Dividend Reinvestment	624.74	Comp Paid Fees	0.22	624.74	72.087000	8.666000	1,532.424000
10 Mar 1999	Dividend Reinvestment	628.29	Comp Paid Fees	0.23	628.29	68.630000	9.155000	1,541.579000
10 Jun 1999	Dividend Reinvestment	632.05	Comp Paid Fees	0.20	632.05	80.103000	7.890000	1,549.469000
10 Sep 1999	Dividend Reinvestment	635.28	Comp Paid Fees	0.20	635.28	79.900000	7.951000	1,557.420000
10 Dec 1999	Dividend Reinvestment	645.26	Comp Paid Fees	0.20	645.26	83.759000	8.181000	1,565.601000
10 Mar 2000	Dividend Reinvestment	648.86	Comp Paid Fees	0.22	648.86	76.740000	8.977000	1,574.578000
10 Jun 2000	Dividend Reinvestment	652.81	Comp Paid Fees	0.22	652.81	80.380000	8.821000	1,583.399000
11 Sep 2000	Dividend Reinvestment	656.61	Comp Paid Fees	0.21	656.61	83.141000	8.379000	1,591.778000
11 Dec 2000	Dividend Reinvestment	700.29	Comp Paid Fees	0.20	700.29	88.469000	7.916000	1,599.694000

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How to Read Your Statement

Please see reverse side for important information

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.**Certificated Shares/Units Held By You** - A physical certificate was issued for these shares/units.**Book/Book-Entry Shares** - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and Investment Plan ("Plan") shares are held in book-entry form.**Direct Registration Book Shares/Units (DRS)** - Book-entry shares that are not part of the Plan.**Investment Plan Book Shares/Units** - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).**Total Shares/Units** - The sum of all certificated and book shares held in this account as of the date specified.**Closing Price** - The closing market price as of the account summary date.**Market Value** - The dollar value of the total shares held in this account as of the date specified.**Deduction Description** - A description of any amounts withheld including transaction fees.**Deduction Amount** - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).**Net Amount** - The total amount transacted for you, equal to the transaction amount less any applicable deductions.**Price Per Share/Unit** - The market price per share purchased or sold under the Plan for this transaction.**Transaction Shares/Units** - The number of shares purchased or sold through the Plan for this transaction.**Total Book Shares/Units** - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSNTIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSNTIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

P4319

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
 LIVING TRUST UA 10/10/96

Holder Account Number

██████████2102



SSN/TIN Certified
 Yes

Symbol
 XOM

001(CS0003.dcs).mls.075233_36120012440014276

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: ██████████2102

Transaction History (cont.)

From: 01 Jan 1996

To: 31 Dec 2004

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								
09 Mar 2001	Dividend Reinvestment	703.78	Comp Paid Fees	0.21	703.78	83.855000	8.393000	1,607.897000
11 Jun 2001	Dividend Reinvestment	707.47	Comp Paid Fees	0.20	707.47	89.824000	7.878000	1,615.783000
11 Jul 2001	Dividend Reinvestment	32.32	Comp Paid Fees	0.01	32.32	86.512000	0.374000	1,616.137000
18 Jul 2001	Stock Split						1,615.783000	3,231.900000
18 Jul 2001	Stock Dividend						0.374000	3,232.274000
10 Sep 2001	Dividend Reinvestment	743.42	Comp Paid Fees	0.45	743.42	40.865000	18.192000	3,250.466000
10 Dec 2001	Dividend Reinvestment	747.61	Comp Paid Fees	0.49	747.61	38.016000	19.666000	3,270.132000
11 Mar 2002	Dividend Reinvestment	752.13	Comp Paid Fees	0.44	752.13	42.803000	17.572000	3,287.704000
10 Jun 2002	Dividend Reinvestment	756.17	Comp Paid Fees	0.48	756.17	39.381000	19.211000	3,306.915000
10 Sep 2002	Dividend Reinvestment	760.59	Comp Paid Fees	0.58	760.59	33.853000	22.487000	3,329.392000
10 Dec 2002	Dividend Reinvestment	765.76	Comp Paid Fees	0.55	765.76	34.845000	21.978000	3,351.358000
10 Mar 2003	Dividend Reinvestment	770.81	Comp Paid Fees	0.56	770.81	34.524000	22.327000	3,373.685000
10 Jun 2003	Dividend Reinvestment	843.42	Comp Paid Fees	0.57	843.42	37.179000	22.685000	3,396.370000
10 Sep 2003	Dividend Reinvestment	849.09	Comp Paid Fees	0.56	849.09	38.140000	22.262000	3,418.632000
10 Dec 2003	Dividend Reinvestment	854.66	Comp Paid Fees	0.58	854.66	37.024000	23.084000	3,441.718000
10 Mar 2004	Dividend Reinvestment	860.43	Comp Paid Fees	0.51	860.43	42.252000	20.364000	3,462.080000
10 Jun 2004	Dividend Reinvestment	934.76	Comp Paid Fees	0.54	934.76	43.618000	21.431000	3,483.511000
10 Sep 2004	Dividend Reinvestment	940.55	Comp Paid Fees	0.50	940.55	47.071000	19.982000	3,503.493000
10 Dec 2004	Dividend Reinvestment	945.94	Comp Paid Fees	0.47	945.94	49.974000	18.929000	3,522.422000

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8ENR (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may verify your tax status or obtain the necessary forms at the website listed above.

P4321

ExxonMobilc/o EQUISERVE TRUST COMPANY, N.A.
P.O. BOX 43008
PROVIDENCE, RI 02940-3008CODE 11690 EG 145932 280714 1 2
HY3300E1J131760.0001.280714 33001031253471458 STAMORPDRS XAMT 634ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914**STATEMENT OF HOLDINGS**

December 13, 2005

Page 1 of 4

To access and manage your account, you can contact us :

By Internet: www.exxonmobil.equiserve.com

By Telephone: 800-252-1800

By Mail: COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

SAVE THIS STATEMENT FOR YOUR FINANCIAL RECORDS

How to read your statement..

EXXON MOBIL CORPORATION

Issue ID 330010 Account Number 1230

Dividend Reinvestment Information

Issue Id	Security	Record Date	Payable Date	Shares Subject To Reinvestment	Rate	Fee Deducted	Tax Withheld	Net Dollars Reinvested
330010	COMMON	11/10/2005	12/09/2005	3,572.1690	0.290000	\$0.00	\$0.00	\$1,035.93

Account Activity as of 12/09/2005**Current Dividend Option: FULL REINVESTMENT**

Date	Transaction Description	Net Dollars	Price Per Share	Transaction Shares	ID	Total Shares
01/01/2005	BEGINNING BALANCE					3,522.4220
03/10/2005	DIVIDEND PURCHASE	\$951.05	\$63.2060	15.0470		3,537.4690
06/10/2005	DIVIDEND PURCHASE	\$1,025.87	\$57.5440	17.8280		3,555.2970
09/09/2005	DIVIDEND PURCHASE	\$1,031.04	\$61.1110	16.8720		3,572.1690
12/09/2005	DIVIDEND PURCHASE	\$1,035.93	\$59.4590	17.4230		3,589.5920

Continued...

EXXON MOBIL CORPORATION**CASH INVESTMENT TRANSACTION FORM**

Issue ID: 330010

Account Number: 1230

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96CASH INVESTMENTS ONLY:
Make check payable to Computershare
(amount enclosed in U.S. dollars drawn
on a U.S. bank). Do not send cash,
third party checks or money orders.

Amount Enclosed



Minimum: \$50.00 Maximum: \$250,000.00
IMPORTANT - ALL CASH
INVESTMENTS MUST BE
MAILED TO THIS ADDRESS.
Do not send certificates or other
correspondence to this address.COMPUTERSHARE
P.O. BOX 219035
KANSAS CITY, MO 64121-9035

P4323

0001

ExxonMobil

via EQUISERVE TRUST COMPANY, N.A.
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96

STATEMENT OF HOLDINGS

December 13, 2005

Page 3 of 4

To access and manage your account, you can contact us :

By Internet: www.exxonmobil.equiserve.com

By Telephone: 800-252-1800

By Mail: COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008

SAVE THIS STATEMENT FOR YOUR FINANCIAL RECORDS

How to read your statement.

EXXON MOBIL CORPORATIONIssue ID 330010 Account Number XXXXXXXXXX1230**Total Holdings and Market Value as of 12/09/2005**

Security	COMMON	Market Price Per Share	\$58.5000
Shares Held By You	0.0000	Market Value	\$209,991.13
Shares Held By Agent	3,589.5920		
Total Account Shares	3,589.5920		

Year-To-Date Summary for 2005

Gross Dividends	\$4,043.89
Tax Withheld	\$0.00
Additional Income	\$1.69

**P4324**

C008 11561 EC 145022 200715 2 2-----
HV3300E1J13780.0001:200715 330010S1253471458 STMDRPR9 XMIT 634

17-20360.415

ExxonMobilc/o COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008**IMPORTANT TAX RETURN
DOCUMENT ENCLOSED**0019 12458 EC 372413 642663 1 1
HYG300E1.115780.0001.642663 33001031253471458 10880RV XMT 834ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914

07132015:0809:P0244

Instructions for Recipient**Account Number.** May show an account or other unique number the payer assigned to distinguish your account.**Box 1a.** Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.**Box 2a.** Shows total capital gain distributions (long-term) from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.**Box 2b.** Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet-Line 19 in the Schedule D Instructions (Form 1040).**Box 2c.** Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion. See the Schedule D (Form 1040) instructions.**Box 2d.** Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet-Line 18 in the instructions for Schedule D (Form 1040).**Box 3.** Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.**Box 4.** Shows backup withholding. For example, a payer must backup withhold on certain payments at a 28% rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.**Box 5.** Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.**Box 6.** Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.**Boxes 8 and 9.** Shows cash and noncash liquidation distributions. **Nominee.** If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.

PAYER'S name, street address, city, state, ZIP code and telephone no.

EXXON MOBIL CORPORATION
c/o COMPUTERSHARE
P.O. BOX 43008
PROVIDENCE, RI 02940-3008
800-252-1800

RECIPIENT'S name, street address, city, state, and ZIP code

ELMER H BRUNSTING OR
NELVA E BRUNSTING TR
BRUNSTING FAM LIVING TRUST
UA 10/10/96
13630 PINEROCK
HOUSTON, TX 77079-5914 CORRECTED (if checked)**Dividends and Distributions**

1a Total ordinary dividends \$ 4,045.58	1b Qualified dividends \$ 4,045.58
2a Total capital gain distr. \$ 0.00	2b Unrecap. Sec. 1250 gain \$ 0.00
2c Section 1202 gain \$ 0.00	2d Collectibles (28%) gain \$ 0.00
3 Nondividend distributions \$ 0.00	4 Federal income tax withheld \$ 0.00
5 Investment expenses \$ 0.00	6 Foreign tax paid \$ 0.00
7 Foreign country or U.S. possession	8 Cash liquidation distributions \$ 0.00
9 Noncash liquidation distributions \$ 0.00	PAYER'S Federal identification number [REDACTED] 3005
RECIPIENT'S identification number [REDACTED] 8905	Account Number (see instructions) [REDACTED] 1230

OMB No. 1545-0110

2005
Form 1099-DIV**Copy B**
For RecipientThis is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and has not been reported.
P4325

Form 1099-DIV (keep for your records)

E1099T

17-20360.416

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

250 Royal Street

Canton Massachusetts 02021

Within the US, Canada & Puerto Rico 800 252 1800

Outside the US, Canada & Puerto Rico 781 575 2058

www.computershare.com/exxonmobil

033426

IMPORTANT TAX RETURN DOCUMENT ENCLOSEDELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

Holder Account Number

2102 FID

SSN/TIN Certified
SymbolYes
XOM

001CS0006_RFS.DL.TX.XOM.01128_8364633436036642A

Exxon Mobil Corporation - Statement of Holdings

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

Dividend Information

Record Date	Payment Date	Class Description	Shares/Units Participating in Dividend Reinvestment	Dividend Rate (\$)	Gross Dividend (\$)	Taxes Withheld (\$)	Net Dividend (\$)
13 Nov 2006	11 Dec 2006	Common	3,645.057000	0.320000	1,166.42		1,166.42

Transaction History From: 01 Jan 2006 To: 11 Dec 2006

Date	Transaction Description	Transaction Amount (\$)	Deduction Amount (\$)	Deduction Type	Net Amount (\$)	Price Per Share/Unit (\$)	Total Transaction Shares/Units	Total Shares/Units Held
Plan Transactions Dspp - Common Stock								
01 Jan 2006	Balance Forward							3,589.592000
10 Mar 2006	Dividend Reinvestment	1,148.87	0.48	Comp Paid Fees	1,148.67	60.043000	19.131000	3,608.723000
09 Jun 2006	Dividend Reinvestment	1,154.79	0.48	Comp Paid Fees	1,154.79	60.103000	19.214000	3,627.937000
11 Sep 2006	Dividend Reinvestment	1,160.94	0.43	Comp Paid Fees	1,160.94	67.812000	17.120000	3,645.057000
11 Dec 2006	Dividend Reinvestment	1,166.42	0.38	Comp Paid Fees	1,166.42	76.781302	15.191459	3,660.248459

Summary of Holdings Date: 11 Dec 2006

Class Description	Certificated Shares/Units Held By You	Direct Registration/ Book Shares/Units	Dividend Reinvestment Shares/Units	Total Shares/Units	Closing Price Per Share/Unit (\$)	Value (\$)
Dspp - Common Stock	0.000000	0.000000	3,660.248459	3,660.248459	75.360000	275,836.32

43UDR

XOM

+

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00H5JA

ExxonMobilPAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914 CORRECTED (if checked)**Dividends and Distributions**

OMB No. 1545-0110

1a Total ordinary dividends \$ 4632.59	1b Qualified dividends \$ 4632.69
3 Nondividend distributions \$	4 Federal income tax withheld \$
6 Foreign tax paid \$	7 Foreign country or U.S. possession \$
8 Cash Liquidation Distribution \$	PAYER'S Federal Identification number 0005
RECIPIENT'S Identification number 8905	Account number (see instructions) 2102

2006

Form 1099-DIV

**Copy B
For Recipient**

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT \$ 0	Amount Reinvested \$ 4630.82
Company Paid Fees \$ 1.77	Company Paid Service Charges \$
Discount on Reinvestment \$	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4326

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.417

07132015:0809:P0245

2102
SL1 FIDXOM
161UDR**A** Partial Withdrawal (continue participation in the Plan); ANDISSUE A CERTIFICATE
FOR THIS NUMBER OF
WHOLE SHARES

00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15

OR

*SELL THIS
NUMBER OF
SHARES

00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15

B Full Withdrawal (terminate participation in the Plan); ANDISSUE A CERTIFICATE FOR ALL FULL SHARES
AND A CHECK FOR FRACTIONAL SHARES

OR

*SELL ALL
SHARES

If you have Direct Registration Shares (DRS) and you have requested to sell a specific amount of shares, the Direct Registration Shares will be sold prior to your Plan shares. If you selected for all of your shares to be sold, we will sell both your DRS and Plan shares.

C Deposit Certificate(s)PLEASE INDICATE THE NUMBER OF SHARES TO BE
DEPOSITED INTO YOUR PLAN ACCOUNT.

00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15

Signature 1 - Please keep signature within the box.

Signature 2 - Please keep signature within the box.

Please detach this portion and mail to:
Computershare
PO Box 43078
Providence RI 02940-3078

Please note: All registered holders must sign for your instructions to be completed.

*For sales requests for Partnerships or Corporations, please have your signature(s) medallion guaranteed or provide us with a copy of the corporate resolution/partnership agreement. Computershare Trust Company, N.A., as agent, upon written request, will provide the name of the executing broker dealer associated with the transaction(s), and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction(s), if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE REGARDING APPLICABLE FEES.

I. Special Instructions

If you wish to have sale proceeds sent electronically to your financial institution please confirm the correct wire instructions with your financial institution. The wire instructions should include the bank name, address, bank account name, bank account number, and the bank's nine digit fed wire routing number. A written request to sell along with this information should be provided to Computershare. For foreign wires, please include the swift code and the bank code. The written instructions should be signed by all shareholders with a Medallion Guarantee Stamp. Please note you can also sell your shares and choose to have the funds wired by visiting the website on the front of this form and accessing your Investor Centre account. A \$35.00 fee will be deducted from proceeds for a domestic wire and a \$50.00 fee will be deducted from proceeds for a foreign wire.

If you wish to have the proceeds sent via courier service, a \$20.00 fee will be deducted from your proceeds. Funds cannot be delivered to a P.O. Box or P.O. Zip codes.

If you want a certificate or check issued to someone other than the registered holder, you must include the name, address, date of birth and social security number of the person to whom the ownership is being transferred. Your signature(s) on the tear off section must be guaranteed by a member of a medallion signature program (bank or broker) approved by the Securities Transfer Association, Inc. A Notary public is not acceptable.

If you would like to write to us, please include your account number, daytime telephone number with area code, and the company name in your correspondence.
PLEASE KEEP THIS STATEMENT FOR COST BASIS AND TAX PURPOSES.

II. Terms and Definitions

Note: Some definitions outlined below may not pertain to your Investment Plan.

SSN/TIN Certified If your account is not certified, you must complete a W-9 or W-9BEN tax form or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Faxed W-9BEN forms are not acceptable.

Record Date The date that establishes ownership on our records to receive the dividend.

Payment Date The date the dividend is payable.

Dividend Rate The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Price Per Share The price per share purchased or sold under the plan.

Total Transaction Shares The number of shares acquired or sold through the plan.

Deduction Amount An aggregate sum of all fees charged.

Value The dollar amount as of the date referenced of all shares that are held for this security in the account.

III. Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

CONKBA

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.

P4327

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

250 Royall Street

Canton Massachusetts 02021

Within the US, Canada & Puerto Rico 800 252 1800

Outside the US, Canada & Puerto Rico 781 575 2058

www.computershare.com/exxonmobil

001542

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*****AUTO**SCH 5-DIGIT 77079 00000006/000001542

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

2102 FID

SSN/TIN Certified
SymbolYes
XOM

001CS0006_RFS.DL.TX_PG1.XOM.131322_1536840015420015424

Exxon Mobil Corporation - Statement of Holdings

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

Dividend Information

Holder Account Number: 2102

Record Date	Payment Date	Class Description	Shares/Units Participating In Dividend Reinvestment	Dividend Rate (\$)	Gross Dividend (\$)	Taxes Withheld (\$)	Net Dividend (\$)
09 Nov 2007	10 Dec 2007	Common	3,707.094361	0.350000	1,297.48		1,297.48

Transaction History

From: 01 Jan 2007 To: 10 Dec 2007

Date	Transaction Description	Transaction Amount (\$)	Deduction Amount (\$)	Deduction Type	Net Amount (\$)	Price Per Share/Unit (\$)	Total Transaction Shares/Units	Total Shares/Units Held
01 Jan 2007	Balance Forward							3,660.248459
09 Mar 2007	Dividend Reinvestment	1,171.28	0.41	Comp Paid Fees	1,171.28	70.917151	16.516174	3,676.764633
11 Jun 2007	Dividend Reinvestment	1,286.87	0.39	Comp Paid Fees	1,286.87	83.331627	15.442756	3,692.207389
10 Sep 2007	Dividend Reinvestment	1,292.27	0.37	Comp Paid Fees	1,292.27	88.805431	14.886972	3,707.094361
10 Dec 2007	Dividend Reinvestment	1,297.48	0.36	Comp Paid Fees	1,297.48	89.793867	14.449539	3,721.543900

Summary of Holdings

Date: 10 Dec 2007

Class Description	Certificated Shares/Units Held By You	Direct Registration/ Book Shares/Units	Dividend Reinvestment Shares/Units	Total Shares/Units	Closing Price Per Share/Unit (\$)	Value (\$)
DSPP - Common Stock	0.000000	0.000000	3,721.543900	3,721.543900	92.030000	342,493.69

43 UDR

XOM

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IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00HSJA

ExxonMobilPAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914**Dividends and Distributions**

<input type="checkbox"/> CORRECTED (if checked)		OMB No. 1545-0110
1a Total ordinary dividends \$ 5049.43	1b Qualified dividends \$ 5049.43	2007
3 Nondividend distributions \$	4 Federal income tax withheld \$	
5 Foreign tax paid \$	7 Foreign country or U.S. possession	Form 1099-DIV
6 Cash Liquidation Distribution \$	PAYER'S Federal Identification number 9905	Copy B For Recipient
RECIPIENT'S identification number 9905	Account number (see instructions) 2102	

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT \$ 0	Amount Reinvested \$ 5047.90
Company Paid Fees \$ 1.53	Company Paid Service Charges \$ 0
Discount on Reinvestment \$ 0	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4328

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.419

2102
SL1 FID  XOM +
161UDR

A Partial Withdrawal (continue participation in the Plan); AND

ISSUE A CERTIFICATE
FOR THIS NUMBER OF
WHOLE SHARES

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	

OR
*SELL THIS
NUMBER OF
SHARES

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	

If you have Direct Registration Shares(DRS) and you have requested to sell a specific amount of shares, the Direct Registration Shares will be sold prior to your Plan shares. If you selected for all of your shares to be sold, we will sell both your DRS and Plan shares.

B Full Withdrawal (terminate participation in the Plan); AND

ISSUE A CERTIFICATE FOR ALL FULL SHARES
AND A CHECK FOR FRACTIONAL SHARES

OR
*SELL ALL
SHARES

C Deposit Certificate(s)

PLEASE INDICATE THE NUMBER OF SHARES TO BE
DEPOSITED INTO YOUR PLAN ACCOUNT.

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	

Signature 1 - Please keep signature within the box.

Signature 2 - Please keep signature within the box.

Please detach this portion and mail to:
Computershare
PO Box 43078
Providence RI 02940-3078

Please note: All registered holders must sign for your instructions to be completed.

*For sales requests for Partnerships or Corporations, please have your signature(s) medallion guaranteed or provide us with a copy of the corporate resolution/partnership agreement. Computershare Trust Company, N.A., as agent, upon written request, will provide the name of the executing broker dealer associated with the transaction(s), and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction(s), if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST. PLEASE REFER TO THE PLAN PROSPECTUS/BROCHURE REGARDING APPLICABLE FEES.

i. Special Instructions

If you wish to have sale proceeds sent electronically to your financial institution please confirm the correct wire instructions with your financial institution. The wire instructions should include the bank name, address, bank account name, bank account number, and the bank's nine digit fed wire routing number. A written request to sell along with this information should be provided to Computershare. For foreign wires, please include the swift code and the bank code. The written instructions should be signed by all shareholders with a Medallion Guarantee Stamp. Please note you can also sell your shares and choose to have the funds wired by visiting the website on the front of this form and accessing your Investor Centre account. A \$35.00 fee will be deducted from proceeds for a domestic wire and a \$50.00 fee will be deducted from proceeds for a foreign wire.

If you wish to have the proceeds sent via courier service, a \$20.00 fee will be deducted from your proceeds. Funds cannot be delivered to a P.O. Box or P.O. Zip codes.

If you want a certificate or check issued to someone other than the registered holder, you must include the name, address, date of birth and social security number of the person to whom the ownership is being transferred. Your signature(s) on the tear off section must be guaranteed by a member of a medallion signature program (bank or broker) approved by the Securities Transfer Association, Inc. A Notary public is not acceptable.

If you would like to write to us, please include your account number, daytime telephone number with area code, and the company name in your correspondence.

PLEASE KEEP THIS STATEMENT FOR COST BASIS AND TAX PURPOSES.

ii. Terms and Definitions

Note: Some definitions outlined below may not pertain to your Investment Plan.

SSN/ITIN Certified	If your account is not certified, you must complete a W-9 or W-8BEN tax form or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Faxed W-8BEN forms are not acceptable.
Record Date	The date that establishes ownership on our records to receive the dividend.
Payment Date	The date the dividend is payable.
Dividend Rate	The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.
Price Per Share	The price per share purchased or sold under the plan.
Total Transaction Shares	The number of shares acquired or sold through the plan.
Deduction Amount	An aggregate sum of all fees charged.
Value	The dollar amount as of the date referenced of all shares that are held for this security in the account.

iii. Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

CONKBA

Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 5% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2007 General Instructions for Forms 1099, 1098, 5498, and W-20.

P4329

2102

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XOM
214UDR**1 Transaction Request Form**

Please check or complete all applicable sections.

1A Sell Shares

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. If you have DRS shares, the DRS shares will be sold prior to your plan shares.

Sale requests submitted on this Transaction Request Form will be processed as a batch order. Please see instructions below for more information.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1B Withdraw from the Reinvestment Program
(DRS shares will receive future dividends in cash.)

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/prochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

- 1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this Transaction Request Form will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request a wire payment by updating your bank details online through Investor Centre at the website listed on the reverse side, or by including a written note with your bank's name, branch location and routing number, and your bank account name and number. For non-US wires, also include the SWIFT (bank routing ID) and bank codes. The signature(s) on the note must be stamped with a Medallion Signature Guarantee. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee. You can also call us to find out the cost to have the check delivered to a street address via courier service.
- Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.
- ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.**
- To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.
- 1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.
- 1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.
- 1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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Instructions for Recipient

Account Number: May show an account or other unique number the payer assigned to distinguish your account.
What's New? The 5% capital gains rate is reduced to zero after December 31, 2007. See box 1b.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.
The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income. You must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2008 General Instructions for Forms 1099, 1098, 5498, and W-2G.

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P4331

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

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.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*****AUTO**SCH 5-DIGIT 77079 000010/0002392 002392

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

2102

SSN/TIN Certified
YesSymbol
XOM

001CS006_RFS_DL_TX_PG1.XOM:194629_32948002392/002392

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: 2102

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6006, Carol Stream, IL 60197-6006.

ACCOUNT SUMMARY

As of close of stock market on 10 Dec 2009

Stock Class	Certificated Shares	Direct Registration	Investment Plans	Total	Closing Price	Market Value (\$)
Description	Units Held by You	Book Shares/Units	Book Shares/Units	Shares/Units	Per Share/Unit (\$)	
DSPP - Common Stock	0.000000	0.000000	3,883.713924	3,883.713924	72.400000	281,186.89

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 (\$)
12 Nov 2009	10 Dec 2009	0.420000	Common	3,861.777317	1,621.95		1,621.95

Transaction History

From: 01 Jan 2009

To: 10 Dec 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								
	Balance Forward							3,792.885208
10 Mar 2009	Dividend Reinvestment	1,517.15	Comp Paid Fees	0.59	1,517.15	64.343802	23.578806	3,616.464015
10 Jun 2009	Dividend Reinvestment	1,602.91	Comp Paid Fees	0.55	1,602.91	72.646344	22.064585	3,838.528580
10 Sep 2009	Dividend Reinvestment	1,612.18	Comp Paid Fees	0.58	1,612.18	69.344841	23.248737	3,861.777317
10 Dec 2009	Dividend Reinvestment	1,621.95	Comp Paid Fees	0.55	1,621.95	73.938054	21.936607	3,883.713924

IMPORTANT TAX RETURN DOCUMENT ATTACHED

Please see important PRIVACY NOTICE on reverse side of statement

00TPPA-TAX

ExxonMobilPAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914 CORRECTED (if checked)**Dividends and Distributions**

1a Total ordinary dividends \$ 6356.46	1b Qualified dividends \$ 6356.46	OMB No. 1545-0110
3 Nondividend distributions \$	4 Federal income tax withheld \$	2009
6 Foreign tax paid \$	7 Foreign country or U.S. possession \$	Form 1099-DIV
8 Cash Liquidation Distribution \$	PAYER'S Federal identification number 0005	Copy B For Recipient
RECIPIENT'S identification number 3905	Account number (see instructions) 2102	

Summary of reportable income (Amounts Paid and/or Reinvested do not reflect deductions for tax withheld, if any)

Amount Paid By Check/EFT \$ 0	Amount Reinvested \$ 6354.19
Company Paid Fees \$ 2.27	Company Paid Service Charges \$ 0
Discount on Reinvestment \$ 0	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4332

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.423

2102

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X O M
2 1 4 U D R**1 Transaction Request Form**

Please check or complete all applicable sections.

1A Sell Shares

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. If you have DRS shares, the DRS shares will be sold prior to your plan shares. Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program
(DRS shares will receive future dividends in cash.)

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (refer to the prospectus/procedure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

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ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

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P4333

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17-20360.424

25204:6080:51029:20

2102

SL1 FID

X O M
214UDR**1 Transaction Request Form**

Please check or complete all applicable sections.

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1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

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00WA2A-MOT

Instructions for Recipient

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040) or Schedule 1 (Form 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments at the applicable rate if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

P4335

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

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.

001078

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

2102

SSNTIN Certified
YesSymbol
XOM

001CS0003LJSS.L.MDX_3207001078/0010786

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: 2102

ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

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	0.000000	0.000000	82.730000	0.00

Transaction History

From: 24 Mar 2011

To: 24 Mar 2011

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							4,010.200477
24 Mar 2011	Transfer					-1,908.232008	-1,908.232008	2,101.968469
24 Mar 2011	Transfer					-2,101.968469	-2,101.968469	0.000000

00TPPA (Rev. 10/11)

How to Read Your Statement**Stock Class Description** - A description of the stock class in which you hold shares, e.g. Common stock.**Certificated Shares/Units Held By You** - A physical certificate was issued for these shares/units.**Book/Book-Entry Shares** - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and Investment Plan ("Plan") shares are held in book-entry form.**Direct Registration Book Shares/Units (DRS)** - Book-entry shares that are not part of the Plan.**Investment Plan Book Shares/Units** - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).**Total Shares/Units** - The sum of all certificated and book shares held in this account as of the date specified.**Closing Price** - The closing market price as of the account summary date.**Market Value** - The dollar value of the total shares held in this account as of the date specified.**Deduction Description** - A description of any amounts withheld including transaction fees.**Deduction Amount** - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).**Net Amount** - The total amount transacted for you, equal to the transaction amount less any applicable deductions.**Price Per Share/Unit** - The market price per share purchased or sold under the Plan for this transaction.**Transaction Shares/Units** - The number of shares purchased or sold through the Plan for this transaction.**Total Book Shares/Units** - The sum of all book-entry shares, including both DRS and Investment plan shares, as of the date specified.

SSNTIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSNTIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4336

17-20360.427

55204:6080:51026120

2102

SL1 FID

XOM
214UDR**1 Transaction Request Form**

Please check or complete all applicable sections.

1A Sell Shares

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	
00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares.

Sale requests submitted on this Transaction Request Form will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program
(DRS shares will receive future dividends in cash.)

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	
00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

1C Deposit Certificate(s) into the Investment Plan

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	
00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility) or see the website at www.computershare.com.

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this Transaction Request Form will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 260 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00	
00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

- No third party checks, money orders or credit card payments will be accepted.
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of \$50 with a maximum amount of \$250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Holder Name: ELMER H BRUNSTING OR
NELVA E BRUNSTING TR BRUNSTING
FAM
Holder Account Number

2102 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4337

Please detach this portion and mail it to the address provided on the right.

00000000XOM SPP1 2102

ExxonMobil**Computershare**Computershare
PO Box 43078

Providence, RI 02940-3078

Within USA, US territories & Canada 800 252 1800

Outside USA, US territories & Canada 781 575 2058

www.computershare.com/exxonmobil

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

*****AUTO**ALL FOR AADC 783 000122/0038663 038663

Recipient
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904Holder Account Number Co.ID
2102 XOMRecipient's ID No. 8905
Payer's Federal ID No. 9005*Uncertified accounts are subject to withholding
taxes on dividend payments and sales proceeds.

001CS0006_RPS.D_D_PGI.XOM.171720_38852/038663/038663A

07192015:0809:0257

Instructions for Recipients**Recipient's Identification Number:** For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.**Account Number:** May show an account or other unique number the payer assigned to distinguish your account.**Box 1a:** Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.**Box 1b:** Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.**Box 2a:** Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.**Box 2b:** Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet - Line 19 in the Schedule D instructions (Form 1040).**Box 2c:** Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a

60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d: Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet - Line 18 in the instructions for Schedule D (Form 1040).**Box 3:** Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.**Box 4:** Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.**Box 5:** Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.**Box 6:** Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.**Box 7:** This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.**Box 8:** Shows cash liquidation distributions.**Nominee:** If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

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00RT0A (Rev. 10/11)

EXXON MOBIL CORPORATION

PAYER'S Federal identification number: 0005

PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S identification number: 8905

Account number (see instructions): 2102

RECIPIENT'S name, street address, city, state, ZIP code
ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904 CORRECTED (if checked) **Dividends and Distributions**

1a Total ordinary dividends \$ 1755.92	1b Qualified dividends \$ 1755.92	OMB No. 1545-0110 2011
2a Total capital gain distr. \$ 0.00	2b Unrecap. Sec. 1250 gain \$ 0.00	
2c Section 1202 gain \$ 0.00	2d Collectibles (28%) gain \$ 0.00	Form 1099-DIV
3 Nondividend distributions \$ 0.00	4 Federal income tax withheld \$ 0.00	Copy B For Recipient
5 Investment expenses \$ 0.00	6 Foreign tax paid \$	
7 Foreign country or U.S. possession	8 Cash liquidation distributions \$ 0.00	
The reportable amounts above include the following additional income:		

Company Paid Fees \$ 0.52	Company Paid Service Charges \$ 0.00
Discount on Reinvestment \$ 0.00	

This is important tax information
and is being furnished to the
Internal Revenue Service. If you
are required to file a return, a
negligence penalty or other
sanction may be imposed on
you if this income is taxable and
not reported.

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.429

ANITA KAY BRUNSTING
203 Bloomingdale Circle
Victoria, Texas 77904
(361) 576-5732

February 16, 2011

ExxonMobil
Computershare
P.O. Box 43078
Providence, RI 02940-3078

Re: Change of Title on Stock Plan Account
Account Name: Brunsting Family Living Trust
Account Number: [REDACTED] 2102

To Whom It May Concern:

Nelva and Elmer Brunsting established a Revocable Living Trust and the above-referenced stock account is in the title of that Living Trust. Elmer Brunsting passed away on April 1, 2009 in Houston, Harris County, Texas. Mrs. Nelva Brunsting, the remaining Founder and Co-Trustee, continued to serve as the Trustee of the Trust. On December 21, 2010, Nelva Brunsting resigned as Trustee of the Living Trust. I, Anita Brunsting, am the current acting as Trustee of the Trust, as evidenced by the enclosed copies of the resignation and acceptance of same. Please transfer the stock shares in the above-referenced account into two new accounts titled as follows (and close the original account):

(1) Transfer exactly 1,908.232088 shares to a new account in the following name (If you cannot transfer fractional shares, round down to the nearest share value):

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

An acceptable abbreviation for account titling is as follows:

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

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

(2) The balance of the shares, including any accrued but unpaid dividends, held in the above-referenced account, should be transferred to a new account in the trust name which appears below. The mailing address should remain as indicated above.

ANITA KAY BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as

P4339

established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

An acceptable abbreviation for account titling is as follows:

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

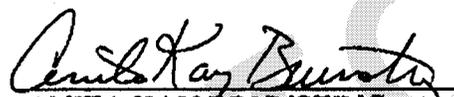
(Tax I.D. No. of the Nelva E. Brunsting Survivor's Trust is [REDACTED] 4685, the social security number of Nelva E. Brunsting.)

Reinvest the future Survivor's Trust dividends. Mail the future Decedent's Trust dividends to me at the above address. Do not take any withholding on the Decedent's Trust dividend distribution.

I have enclosed a copy of an executed and notarized Certificate of Trust verifying the essential terms of the trust document, a copy of the resignation and acceptance documents for the Trust, an original death certificate for Elmer Brunsting, and the necessary transfer forms including a W-9.

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

Sincerely,


ANITA KAY BRUNSTING

Enclosures

P4340

Computershare +

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investorELMER H. BRUNSTING OR NELVA
E. BRUNSTING TR BRUNSTING FAM LIVING TR U/A 10/10/96Name of Current Account Holder
131630 PINEROCK
Address
HOUSTON TX 77079
City, State, Zip

Current Holder Account Number

[REDACTED] 2102

Company Name

EXXON MOBIL

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

CURRENT HOLDER INFORMATION

Shares to be Transferred

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

1 Daytime Telephone Number

713-464-4391

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)

1908.232008

All transferred shares will be placed in book-entry
form unless otherwise requested in writing.

6 Authorized Signatures — This section must be signed and stamped for your transfer to be executed.

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer
the said stock, as the case may be, on the books of said Company, with full power of substitution in
the premises.The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown
upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without
alteration or enlargement or any change whatever. The below must be signed by all current registered
holders, or a legally authorized representative with indication of his or her capacity next to the signature.NOTE: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial
institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer,
or credit union, that is participating in an approved Medallion Signature Guarantee Program.
(A NOTARY SEAL IS NOT ACCEPTABLE)Required ► Medallion Guarantee Stamp
(Notary Seal is Not Acceptable)

SIGNATURE GUARANTEED	
MEDALLION GUARANTEED	
FIRST VICTORIA NATIONAL BANK	
<i>[Signature]</i>	
AUTHORIZED SIGNATURE A0152439	
(10) SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™	
[Barcode]	

Signature of All Current Holders or Legal Representatives

[Signature]

Date (mm / dd / yyyy)

03 / 10 / 2011

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

P4341

E2UTR +

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

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)

P4342 +

E4UTR

AFFIDAVIT OF RESIDENCE*To be completed for decedent transfers only.*

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

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

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

of (the estate of) THE BRUNSTING FAMILY LIVING TR & THE
ELMER BRUNSTING DECENTS TR DTD 4/1/2009
 who died on 04/01/2009

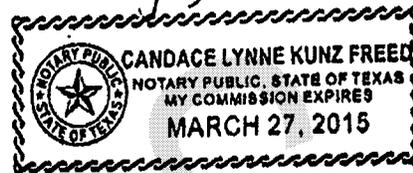
that at the time of death the domicile (legal residence) of said decedent was at

13030 PINEROCK HOUSTON TX 77079

and that (s)he resided in the State of TEXAS

for 44 years prior to death and was not a resident of any (other) state within the United States of America at time of death.

Signature: Adita Kay Brunsting, trustee



Sworn to before me, a notary public, this

11th day of March, 20 11

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

Title: Attorney & Notary

My commission expires 3.27.2015

AFFIX SEAL

P4343

EGSAFF 12-04-07

Computershare +

Computershare
PO Box 43078
Providence Rhode Island 02940-3078
www.computershare.com/investorELMER H. BRUNSTING OR NELVA
BRUNSTING, TR BRUNSTING FAMILY LIVING TR U/A 10/10/96Name of Current Account Holder
31630 PINEROCK
Address
HOUSTON TX 77079
City, State, Zip

Current Holder Account Number

[REDACTED] 2102

Company Name

EXXONMOBIL

Transfer Request — See enclosed instructions

PLEASE PRINT CLEARLY

CURRENT HOLDER INFORMATION

Shares to be Transferred

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

- 2 Transfer ALL Shares (all book-entry shares and any certificated shares submitted)
If this box is checked, do not complete sections 3, 4 and 5.

PARTIAL TRANSFER: Balance of Shares

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

- 1 Daytime Telephone Number

713-464-4391

- 4 Certificated Shares (number of whole shares to transfer)

IMPORTANT:
Original certificate(s) must
be submitted for your
transfer to be executed.

- 5 Investment Plan Book-Entry Shares (number of whole and/or fractional shares to transfer, if applicable)

All transferred shares will be placed in book-entry
form unless otherwise indicated by the transferor.

- 6 Authorized Signatures — This section must be signed and stamped for your transfer to be executed.

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

NOTE: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union, that is participating in an approved Medallion Signature Guarantee Program. (A NOTARY SEAL IS NOT ACCEPTABLE)

Required ► Medallion Guarantee Stamp
(Notary Seal is Not Acceptable)

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST VICTORIA
NATIONAL BANK

[Signature]

(10) AUTHORIZED SIGNATURE
A0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™

Signature of All Current Holders or Legal Representatives

Date (mm / dd / yyyy)

03 / 10 / 2011

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

P4344

E2UTR

+

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 hyphans)

SSN EIN

C Name (First, MI, Last) - Individual / Custodian / Trustee / Executor / Other

(check one box above)

ANITA BRUNSTING TRUSTEE OF THE

D Name (First, MI, Last) - Joint Holder / Minor / Co-Trustee / TOD Beneficiary / Other (if applicable)

NELVA BRUNSTING SURVIVOR'S

E Trust / Estate Name (if applicable)

TRUST

Trust / Estate Name - continued

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

04 / 01 / 2009

G Address Number and Street Name / PO Box

Apt. / Unit Number

203 BLOOMINGDALE CIRCLE

H City

State

Zip Code

VICTORIA

TX

77904

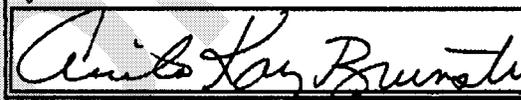
8 *Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered in section 7B above.

Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

Certification Instructions: You must cross out item (2) in the above paragraph if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of New Holder

Date (mm / dd / yyyy)

 TRUSTEE

03 / 10 / 2011

E4UTR

P4345

+

AFFIDAVIT OF RESIDENCE*To be completed for decedent transfers only.*

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

The undersigned, ANITA BRUNSTING, TRUSTEE
 residing at 203 BLOOMINGDALE CIRCLE VICTORIA TX 77904

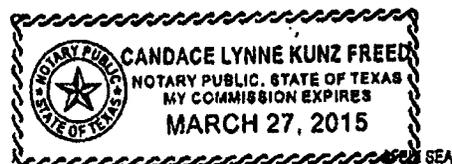
being duly sworn, deposes and says that he/she is TRUSTEE
 Describe your status, i.e. Executor, Administrator, Survivor in Joint Tenancy, etc.
 (If a corporate fiduciary show title of affiant and name of corporation)

of (the estate of) THE BRUNSTING FAMILY LIVING TR DTD 10/10/96 E
ELMER BRUNSTING
 who died on 04/01/2009

that at the time of death the domicile (legal residence) of said decedent was at
13630 PINEROCK HOUSTON TX 77079

and that (s)he resided in the State of TEXAS
 for 44 years prior to death and was not a resident of any (other) state within the United States of America at time of death.

Signature: Anita Kay Brunsting, trustee



Sworn to before me, a notary public, this

11th day of March 20 11

Signature: Candace Kunz Freed
 (official administering oath)

Title: Attorney & Notary

My commission expires 3.27.2015

P4346

ECSAFF 12-04-07

00TH4A

STATE OF TEXAS			
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	
1. LEGAL NAME OF DECEASED (Include AKA's, if any) (Pre, Middle, Last)		2. DATE OF DEATH (ACTUAL OR PRESUMED)	
ELMER H. BRUNSTING		04/01/2009	
3. SEX	4. DATE OF BIRTH	5. AGE (Last Birthday (Years))	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)	
██████████-██████████-██████████	<input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown	NELVA RENSINK	
10a. RESIDENCE STREET ADDRESS		10b. CITY OR TOWN	
13630 PINEROCK		HOUSTON	
10c. COUNTY	10d. STATE	10e. ZIP CODE	10f. INSIDE CITY LIMITS?
HARRIS	TEXAS	77079	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)			
IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL:			
14. COUNTY OF DEATH			
HARRIS			
15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS GIVE PRECINCT NO)		16. FACILITY (NAME (If not institution, give street address))	
HOUSTON, 77079		13630 PINEROCK	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED			
NELVA BRUNSTING - WIFE			
18. MAKING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)			
13630 PINEROCK, HOUSTON, TX 77079			
19. METHOD OF DISPOSITION			
<input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation			
20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH			
MARICELLA JIRON, BY ELECTRONIC SIGNATURE - 113482			
21. <input type="checkbox"/> Unknown			
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)			
<input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.			
<input type="checkbox"/> Medical Examiner/Judge of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.			
27. SIGNATURE OF CERTIFIER		28. DATE CERTIFIED (MM/DD/YYYY)	29. LICENSE NUMBER
CYNTHIA ZINNER - BY ELECTRONIC SIGNATURE		04/10/2009	M2509
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)		32. TIME OF DEATH (Actual or presumed)	
CYNTHIA ZINNER 1880 SOUTH DAIRY ASHFORD STE # 330, HOUSTON, TX 77077		09:30 AM	
33. PART 1. ENTER THE TERMINAL EVENTS - DISEASE, INJURY, 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.		34. Approximate Interval (Close to death)	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		3 YEARS	
a. DEMENTIA, LIKELY VASCULAR TYPE			
Due to (or as a consequence of):			
b. _____			
Due to (or as a consequence of):			
c. _____			
Due to (or as a consequence of):			
d. _____			
Due to (or as a consequence of):			
35. PART 2. ENTER OTHER 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			
36. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
37. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
38. MANNER OF DEATH		39. IF FEMALE:	
<input checked="" type="checkbox"/> Natural		<input type="checkbox"/> Not pregnant within past year	
<input type="checkbox"/> Accident		<input type="checkbox"/> Pregnant at time of death	
<input type="checkbox"/> Suicide		<input type="checkbox"/> Not pregnant, but pregnant within 42 days of death	
<input type="checkbox"/> Homicide		<input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death	
<input type="checkbox"/> Pending Investigation		<input type="checkbox"/> Unknown if pregnant within the past year	
<input type="checkbox"/> Could not be determined		<input type="checkbox"/> If transportation industry, specify:	
<input type="checkbox"/> Driver/Operator		<input type="checkbox"/> Passenger	
<input type="checkbox"/> Pedestrian		<input type="checkbox"/> Other (Specify)	
40a. DATE OF INJURY (MM/DD/YYYY)		40b. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)	
40c. TIME OF INJURY		40d. COUNTY OF INJURY	
40e. LOCATION (Street and Number, City, State, Zip Code)			
41. DESCRIBE HOW INJURY OCCURRED			
42a. REGISTRAR FILE NO.			
0206214			
42b. DATE RECEIVED BY LOCAL REGISTRAR		42c. REGISTRAR	
04/28/2009		REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED	
EDR NUMBER 0000054400			
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 STATE REGISTRAR	



VS-112 REV 1/2008



17-20360.438

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.
	Name (as shown on your income tax return) ANITA KAY BRUNSTING, Trustee, of the ELMER H. BRUNSTING DECEDENT'S TRUST		
Print or type See Specific Instructions on page 2.	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶		<input type="checkbox"/> Exempt payee
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Irrevocable Trust		
	Address (number, street, and apt. or suite no.) 203 Bloomingdale Circle		Requester's name and address (optional)
	City, state, and ZIP code Victoria, Texas 77804		
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 3100

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined 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 the instructions on page 4.

Sign
HereSignature of
U.S. person*Anita Kay Brunsting*Date ▶ **3/10/11****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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 similar to this Form W-9.

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:

- The U.S. owner of a disregarded entity and not the entity,

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) ANITA KAY BRUNSTING, Trustee, of the NELVA E. BRUNSTING SURVIVOR'S TRUST	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Revocable Trust	
	Address (number, street, and apt. or suite no.) 203 Bloomingdale Circle	Requester's name and address (optional)
	City, state, and ZIP code Victoria, Texas 77904	
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 <i>How to get a TIN</i> on page 3.	
Social security number [Redacted] 4685	or
Employer identification number [Redacted]	
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	

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 the instructions on page 4.	

Sign Here	Signature of U.S. person <i>Anita Kay Brunsting</i>	Date <i>3/11/11</i>
-----------	---	---------------------

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 similar to this Form W-9.	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: • The U.S. owner of a disregarded entity and not the entity,
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07132015 0909: P0269

RESIGNATION OF ORIGINAL TRUSTEE

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

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

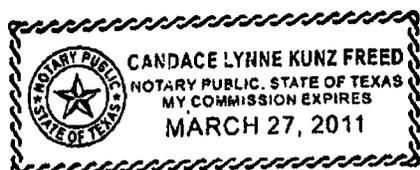
I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

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

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

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



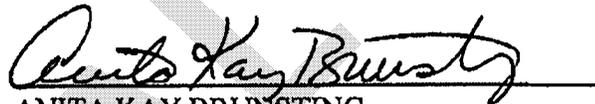
Candace Lynne Kunz Freed
Notary Public, State of Texas

P4350

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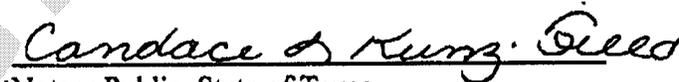
ACCEPTANCE BY SUCCESSOR TRUSTEE

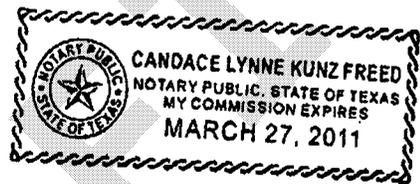
I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original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


ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

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


Notary Public, State of Texas



P4351

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

P4352

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 [REDACTED] 3100.

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.

P4353

Anita Kay Brunsting

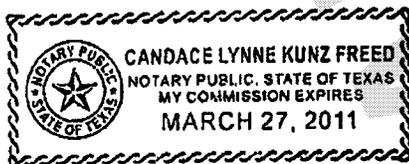
ANITA KAY BRUNSTING,
Successor Trustee

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.

Candace Lynne Kunz Freed
Notary Public, State of Texas



P4354

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

P4355

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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 [REDACTED] 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.

P4356

ExxonMobil

Computershare

Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

07132015:0809:PO276

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005791



ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

CHANGE OF ADDRESS NOTICE

25 Mar 2011

Dear Holder:

Re: Company Name: Exxon Mobil Corporation

Account Number: C*****2102

Registration: ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM LIVING TRUST UA 10/10/96

Thank you for your recent request to update the address on the above referenced account.

Our records now reflect the following **new address** for this account:

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
C/O ANITA K BRUNSTING
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Our records indicate your **previous address** was:

ELMER H BRUNSTING OR NELVA E BRUNSTING TR BRUNSTING FAM
LIVING TRUST UA 10/10/96
13630 PINEROCK
HOUSTON TX 77079-5914

If this **new address is correct**, no further action is required.

If this **new address is incorrect**, please call us promptly at the number indicated above.

We are committed to providing you the best service our industry can offer, and appreciate the opportunity to be of service to you.

Sincerely,

Computershare

P4357

00ZUDA

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17-20360.448

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

001182



ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
 DECEDENT'S TRUST
 203 BLOOMINGDALE CIRCLE
 VICTORIA TX 77904

Holder Account Number

7769



SSN/TIN Certified
 Yes

Symbol
 XOM

001CS000313SS.L.MEX_3207001182/001182/G

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: 7769

ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

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	1,908.000000	0.232008	1,908.232008	82.730000	157,868.03

Transaction History

From: 24 Mar 2011

To: 24 Mar 2011

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							0.000000
24 Mar 2011	Transfer					1,908.232008	1,908.232008	1,908.232008
24 Mar 2011	Certificate Issuance					-1,908.000000	-1,908.000000	0.232008

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and Investment Plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4358

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UNOFFICIAL COPY

ExxonMobil**Computershare** +Computershare Trust Company, N.A.
PO Box 43078

Providence, RI 02940-3078

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.

007926

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

7769

Company ID
SSN/TIN CertifiedXOM
Yes**Exxon Mobil Corporation - Direct Registration (DRS) Advice****Transaction(s)**

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
24 Mar 2011	Plan Certification	1,908.000000	30231G102	Common Stock

Account Information: Date: 24 Mar 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/Units	Price Per Share	Value (\$)	CUSIP	Class Description
0.232008	1,908.000000	1,908.232008	82.730000	157,868.03	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

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Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

P4361

ExxonMobil**Computershare** +Computershare Trust Company, N.A.
PO Box 43078

Providence, RI 02940-3078

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.

000352

ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

██████████7769

Company ID
SSN/TIN CertifiedXOM
Yes**Exxon Mobil Corporation - Direct Registration (DRS) Advice****Transaction(s)**

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
15 Jun 2011	Transfer	-1,325.000000	30231G102	Common Stock

Account Information: Date: 15 Jun 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/Units	CUSIP	Class Description
0.000000	583.000000	583.000000	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.



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XOM

P4362



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 www.computershare.com/exxonmobil

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031438



ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
 DECEDENT'S TRUST
 203 BLOOMINGDALE CIRCLE
 VICTORIA TX 77904

Holder Account Number

7769



SSN/TIN Certified
 Yes

Symbol
 XOM

001CS0006_rps.html_XOM.105024_402330314380321166

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: 7769

ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

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	583.000000	4.204777	587.204777	80.270000	47,134.93

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 (\$)
14 May 2012	11 Jun 2012	0.570000	Common	583.000000	332.31		332.31

Transaction History

From: 01 Jan 2012

To: 11 Jun 2012

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							0.000000
11 Jun 2012	Dividend Reinvestment	332.31	Comp Paid Fees	0.11	332.31	79.031547	4.204777	4.204777

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see pages 4 and 5 for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date - The date on which you must have officially owned shares to receive the dividend.

Payment Date - The date the dividend was payable.

Dividend Rate - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units - Shares enrolled in dividend reinvestment.

Gross Dividend - The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

R4364

1 Transaction Request Form

Please check or complete all applicable sections.

7769
SL1 FIDXOM
214UDR**1A Sell Shares**

OR

 Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.**1B Withdraw from the Reinvestment Program**
(DRS shares will receive future dividends in cash.)

OR

 Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

1C Deposit Certificate(s) into the Investment Plan **IMPORTANT:**
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

How to Request a Transaction (refer to the enclosed brochure for additional details on the terms and conditions of transactions through the plan or DRS Sales Facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!
The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

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2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

- No third party checks, money orders or credit card payments will be accepted.
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation.
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of \$50 with a maximum amount of \$250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA
04/01/09 ELMER H BRUNSTING

Holder Account Number

7769

FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4365

000000000XOM SPP1 7769

Screen dump for user: vigorito

Date: Thursday, 5th July 2012 17:53:29

COMPUTERSHARE SHAREHOLDER SERVICES INC
EXXON MOBIL CORPORATION/XOM

Run/Sess/Date:1527/0000/07-05-2012

Serv Provider/Code: CIS/REGEQ

* SCRIP Enquiry - PAYMENTS-----

Page 1

HID: ██████████7769 Type: FID TIN: *****3100 Key....: BRUNSTING ANITA *PI*
N&A: ANITA BRUNSTING TR | UA 04/01/09 | ELMER H BRUNSTING DECEDENT'S TRUST, ... Post: 77904

#	Date	Meth	Reference	Net Amt	Status	Bse-Pd	Acct	Pay Type
01	06/11/12	Riv	20977305	332.31	Pres	06/11/12 USD USD	D1206	Dividend
02	03/09/12	Dir	00039188	274.01	Pres	03/09/12 USD USD	D1203	Dividend
03	12/09/11	Dir	00039770	274.01	Pres	12/09/11 USD USD	D1112	Dividend
04	09/09/11	Dir	00039892	274.01	Pres	09/09/11 USD USD	D1109	Dividend
05	06/10/11	Dir	00039733	896.76	Pres	06/10/11 USD USD	D1106	Dividend
06	03/29/11	Che	00121887	4.18	Pres	06/10/11 USD USD	SLE02	Trading

*-----
 Action.....: 01_____ Locate....: _____
 <Esc> for valid actions; ">" , "<" , "+" , "\$" for extra, ,Dnn, Tnn, Pnn, Fnn
 Form: ENSDIS01 Slot: 4835 PID: 584D4247 Node: CSAPR4 Date: 05Jul2012 17:53

P4366

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ExxonMobil

Computershare



Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

07192015:0800:51025120

000658



ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [REDACTED] 769

Dear Holder:

We have received and processed your request to add bank payment instructions to your account. We are in the process of verifying the bank payment instructions with your financial institution. The new payment instructions should become effective within 15 days. All disbursements made by the company will then be directly paid to your bank account. You will also be able to direct us to use this bank account to receive payments at your discretion if you choose to sell your shares.

Company Name: Exxon Mobil Corporation

Bank Name: BANK OF AMERICA N A

Bank Account (Last four Digits): 1143

Please note, if the bank payment instructions are determined to be incorrect in the verification process, you will receive a notice that your request has been cancelled.

If you are a participant in a reinvestment plan, your reinvestment plan participation option will be honored in lieu of the above payment instructions. For example, if you have enrolled in full reinvestment, all dividends will be reinvested rather than paid to the above bank account. If you have enrolled in the cash payment option, all dividends will be paid in cash using the new bank payment instructions.

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17-20360.458

ExxonMobil**Computershare**

Computershare

PO Box 43078

Providence, RI 02940-3078

Within USA, US territories & Canada 800 252 1800

Outside USA, US territories & Canada 781 575 2058

www.computershare.com/exxonmobil

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

005814



Recipient
ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number Co.ID
██████████7769 XOM

Recipient's ID No. 27-6453100
Payer's Federal ID No. 13-5409005

001CS0006_RPS.EMTX.XOM.171720_38852/005814/0058144

*Uncertified accounts are subject to withholding taxes on dividend payments and sales proceeds.

Instructions for Recipients

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a: Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b: Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet - Line 19 in the Schedule D instructions (Form 1040).

Box 2c: Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a

60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d: Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet - Line 18 in the instructions for Schedule D (Form 1040).

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5: Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

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EXXON MOBIL CORPORATION

PAYER'S Federal identification number: ██████████9005
PAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010

RECIPIENT'S identification number: ██████████3100
Account number (see instructions): ██████████7769

RECIPIENT'S name, street address, city, state, ZIP code
ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

 CORRECTED (if checked)**Dividends and Distributions**

OMB No. 1545-0110

1a Total ordinary dividends \$ 1444.78	1b Qualified dividends \$ 1444.78
2a Total capital gain distr. \$ 0.00	2b Unrecap. Sec. 1250 gain \$ 0.00
2c Section 1202 gain \$ 0.00	2d Collectibles (28%) gain \$ 0.00
3 Nondividend distributions \$ 0.00	4 Federal income tax withheld \$ 0.00
5 Investment expenses \$ 0.00	6 Foreign tax paid \$
7 Foreign country or U.S. possession	8 Cash liquidation distributions \$ 0.00

2011

Form 1099-DIV

**Copy B
For Recipient**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you do not report it. It has not been reported.

The reportable amounts above include the following additional income:

Company Paid Fees \$ 0.00	Company Paid Service Charges \$ 0.00
Discount on Reinvestment \$ 0.00	

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.459

Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078



██████████7769

ETRD1

XOM

Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING DECEDENT'S TRUST	Account Number	██████████7769		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	General Transfer	Type of Transfer	Partial Transfer
Shares to Transfer					
Book	1325				
Plan					
Certificate (s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.			
Total	1325				

Current Account Holder Signature(s)

Authorized Signatures This section must be signed and stamped for your transfer to be executed. Required - Medallion Guarantee Stamp (Notary Seal is NOT Acceptable)

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.

(A NOTARY SEAL IS NOT ACCEPTABLE)

SIGNATURE GUARANTEE OF
MEDALLION GUARANTEE
FIRST VICTORIA NATIONAL BANK

Just J. [Signature]
(15) AUTHORIZED SIGNATURE

D 0152439
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™



Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
<i>Anita Brunsting</i>	06/07/2011
_____	_____
_____	_____



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+

Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

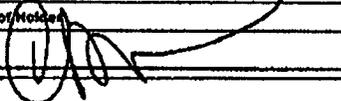
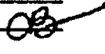
Account 1

Account Type	Individual	Shares to Transfer	1325		
	Holder	SSN/EIN	[REDACTED]-6228		
First Name	Carole	Middle Initial	A		
Last Name	Brunsting				
Street Address	5822 Jason				
City	Houston	State	TX	Zip	77074

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

Certification: Under penalty 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 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 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 Holder	Date (mm/dd/yyyy)
	06/08/2011 06/08/2011 

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ExxonMobil

Computershare



Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

000876



ANITA BRUNSTING TR UA 04/01/09 ELMER H BRUNSTING
DECEDENT'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [REDACTED] 7769

Dear Holder:

We have received and processed your request to enroll your account in the dividend reinvestment plan for Exxon Mobil Corporation.

In response to your request, your account has been enrolled with the following option: Full Dividend Reinvestment.

This change was made on 03 Mar 2012.

Please note, if your enrollment was received after the record date of any upcoming dividend, it will not be in effect for that dividend.

If you did not request this enrollment, please contact us at the number above during regular business hours.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

This notice is provided on behalf of Computershare Trust Company, N.A.



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ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

001163



ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
 SURVIVOR'S TRUST
 203 BLOOMINGDALE CIRCLE
 VICTORIA TX 77904

Holder Account Number

██████████7777



SSN/TIN Certified
 Yes

Symbol
 XOM

001C50003.DSS.I.MIX_32070011870011836

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: ██████████7777

ACCOUNT SUMMARY

As of close of stock market on 24 Mar 2011

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	2,101.968469	2,101.968469	82.730000	173,895.85

Transaction History

From: 24 Mar 2011

To: 24 Mar 2011

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
24 Mar 2011	Plan Transactions DSPP - Common Stock Balance Forward Transfer						2,101.968469	2,101.968469

DOTPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

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XOM
214UDR**1 Transaction Request Form**

SL1 FID

Please check or complete all applicable sections.

1A Sell Shares

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares.

Sale requests submitted on this Transaction Request Form will be processed as a batch order. Please see instructions below for more information.

1B Withdraw from the Reinvestment Program
(DRS shares will receive future dividends in cash.)

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

1C Deposit Certificate(s) into the Investment Plan

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

How to Request a Transaction (refer to the prospectus brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this Transaction Request Form will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 260 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WAZA-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

\$	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

- No third party checks, money orders or credit card payments will be accepted.
- Please write your holder account number and the company name on your check.
- This form should ONLY be used for Exxon Mobil Corporation
- The enclosed contribution will ONLY be applied to the account referenced to the right.

The plan allows for a minimum amount of \$50 with a maximum amount of \$250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA

04/01/09 NELVA BRUNSTING

Holder Account Number

7777

FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

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00000000XOM SPP1 7777

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

000051



ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
 SURVIVOR'S TRUST
 203 BLOOMINGDALE CIRCLE
 VICTORIA TX 77904

Holder Account Number

7777



SSN/TIN Certified
 Yes

Symbol
 XOM

001CS0003.EML.L.MIX_3259X000510000516

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: 7777

ACCOUNT SUMMARY

As of close of stock market on 11 May 2011

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	981.968469	981.968469	81.120000	79,657.28

Transaction History

From: 11 May 2011

To: 11 May 2011

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							2,101.968469
11 May 2011	Transfer						-1,120.000000	981.968469

00TPPA (Rev. 10/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "DOWNLOADABLE FORMS" section of our website. Faxed forms are not acceptable.

P4374

7777

XOM
214UDR**1 Transaction Request Form**

SL1 FID

Please check or complete all applicable sections.

1A Sell Shares

01	02	03	04	05	06	07	08	09	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.**1B Withdraw from the Reinvestment Program (DRS shares will receive future dividends in cash.)**

01	02	03	04	05	06	07	08	09	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
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49	50	51	52	53	54	55	56	57	58	59	60

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

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Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

1C Deposit Certificate(s) into the Investment Plan

01	02	03	04	05	06	07	08	09	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60

IMPORTANT:
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

How to Request a Transaction (refer to the prospectus/brochure for additional details on the terms and conditions of transactions under the plan or DRS sales facility)

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

- 1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. Transfer instructions are available through the "Frequently Asked Questions" section of Investor Centre or by contacting us at the phone number listed on the reverse side.

- 1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.
- 1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royall Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.
- 1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.
2. Use section 2 below to make an optional investment through the plan. Detach the completed form and mail it, along with a check payable to Computershare, in the enclosed envelope. Please note the purchase limitations identified on the bottom left of the form.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WAZA-MOT (Rev. 1/11)

2 Purchase Additional Shares of Company Stock

If you wish to make an optional cash purchase at this time, please make your check payable to Computershare.

Attached is a check in the amount of:

\$	00	00	00	00	00	00	00	00	00	00	00
00	00	00	00	00	00	00	00	00	00	00	00
00	00	00	00	00	00	00	00	00	00	00	00
00	00	00	00	00	00	00	00	00	00	00	00

- No third party checks, money orders or credit card payments will be accepted.
 - Please write your holder account number and the company name on your check.
 - This form should ONLY be used for Exxon Mobil Corporation
 - The enclosed contribution will ONLY be applied to the account referenced to the right.
- The plan allows for a minimum amount of \$50 with a maximum amount of \$250,000 per year. Computershare will invest funds at least twice per week on Tuesdays and Thursdays. If either Tuesday or Thursday is not a stock market trading day ("trading day"), then funds will be invested on the next trading day.

Please detach this portion and mail it to the address provided on the right.

Holder Name: ANITA BRUNSTING TR UA
04/01/09 NELVA BRUNSTING

Holder Account Number

7777 FID

Computershare
P.O. Box 6006
Carol Stream, IL 60197-6006

P4375

00000000XOM SPP1 7777

P4375:6006:510261:20

ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

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.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED

024050

|||||

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

7777

SSN/TIN Certified
YesSymbol
XOM

001CS0006_RPS_EML_TX_XOM_172011_38851/024050/029879

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: 7777

If you want to make an optional cash purchase at this time, please make your check payable to Computershare. Please write your Holder Account Number and the Company name on the check or on your cover letter. Please send your check to: Computershare, P.O. Box 6008, Carol Stream, IL 60197-6006.

ACCOUNT SUMMARY

As of close of stock market on 09 Dec 2011

Stock Class	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	675.910671	675.910671	81.340000	54,978.57

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 Nov 2011	09 Dec 2011	0.470000	Common	671.987460	315.83		315.83

Transaction History

From: 01 Jan 2011

To: 09 Dec 2011

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							0.000000
24 Mar 2011	Transfer					2,101.968469		2,101.968469
11 May 2011	Transfer					-1,120.000000		981.968469
10 Jun 2011	Dividend Reinvestment	461.53	Comp Paid Fees	0.14	461.53	81.010632	5.697153	987.665622
15 Jun 2011	Transfer					-160.000000		827.665622
15 Jun 2011	Transfer					-160.000000		667.665622

IMPORTANT TAX RETURN DOCUMENT ATTACHED

00TPPA-TAX (Rev. 10/11)

Please see Important PRIVACY NOTICE on reverse side of statement

ExxonMobilPAYER'S name, street address, city, state, and ZIP code
EXXON MOBIL CORPORATION
C/O COMPUTERSHARE
P.O. BOX 43010
PROVIDENCE RI 02940-3010RECIPIENT'S name, street address, city, state, ZIP code
ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904 CORRECTED (if checked)**Dividends and Distributions**

OMB No. 1545-0110

1a Total ordinary dividends \$ 1091.51	1b Qualified dividends \$ 1091.51
3 Nondividend distributions \$	4 Federal income tax withheld \$
6 Foreign tax paid \$	7 Foreign country or U.S. possession \$
8 Cash Liquidation Distribution \$	PAYER'S Federal identification number 005
RECIPIENT'S identification number 4685	Account number (see instructions) 7777

2011

Form 1099-DIV

**Copy B
For Recipient**

Amount Paid By Check/EFT \$ 0	Amount Reinvested \$ 1091.16
Company Paid Fees \$ 0.35	Company Paid Service Charges \$ 0
Discount on Reinvestment \$ 0	

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

P4376

Form 1099-DIV (keep for your records)

Department of the Treasury - Internal Revenue Service

17-20360.467

7777

X O M
2 1 4 U D R**1 Transaction Request Form**

SL1 FID

Please check or complete all applicable sections.

1A Sell Shares

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.**1B Withdraw from the Reinvestment Program**

(DRS shares will receive future dividends in cash.)

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan**IMPORTANT:**
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

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1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

00WAZA-MOT (Rev. 8/11)

Instructions for Recipient

Recipient's Identification Number: For your protection, this form may show only the last four digits of your taxpayer identification number. However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account Number: May show an account or other unique number the payer assigned to distinguish your account.

Box 1a: Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required.

The amount shown may be a distribution from an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A, but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b: Shows the portion of the amount in box 1a that may be eligible for the 15% or 0% capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 3: Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4: Shows backup withholding. For example, a payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 6: Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7: This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Box 8: Shows cash liquidation distributions.

Nominees: If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the current tax year General Instructions for Certain Information Returns.

00RXHA-R (Rev. 10/11)

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ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
 SURVIVOR'S TRUST

Holder Account Number

██████████7777



SSN/TIN Certified
 Yes

Symbol
 XOM

001CS0006_RPS.EML.TX.XOM.172021_38851A0240500298804

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: ██████████7777

Transaction History (cont.)

From: 01 Jan 2011

To: 09 Dec 2011

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								
09 Sep 2011	Dividend Reinvestment	313.80	Comp Paid Fees	0.11	313.80	72.608004	4.321838	671.987460
09 Dec 2011	Dividend Reinvestment	315.83	Comp Paid Fees	0.10	315.83	80.502937	3.923211	675.910671

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description – A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You – A physical certificate was issued for these shares/units.

Book/Book-Entry Shares – Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) – Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units – Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units – The sum of all certificated and book shares held in this account as of the date specified.

Closing Price – The closing market price as of the account summary date.

Market Value – The dollar value of the total shares held in this account as of the date specified.

Deduction Description – A description of any amounts withheld including transaction fees.

Deduction Amount – Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount – The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit – The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units – The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units – The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date – The date on which you must have officially owned shares to receive the dividend.

Payment Date – The date the dividend was payable.

Dividend Rate – The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units – Shares enrolled in dividend reinvestment.

Gross Dividend – The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend – The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified – If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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214UDR**1 Transaction Request Form**

Please check or complete all applicable sections.

1A Sell Shares

OR

Sell all book-entry shares, including plan and DRS shares (if applicable), and terminate plan participation.

Sell this number of shares. Shares may be a combination of DRS and Plan shares.

Sale requests submitted on this *Transaction Request Form* will be processed as a batch order. Please see instructions below for more information.**1B Withdraw from the Reinvestment Program**
(DRS shares will receive future dividends in cash.)

OR

Reassign all of my whole shares to DRS, terminate my participation in the plan and send a check for any fractional shares.

Reassign this number of whole shares to DRS, and terminate my participation in the plan for these shares.

1C Deposit Certificate(s) into the Investment Plan**IMPORTANT:**
You must submit the original unsigned certificate(s) with this form.

Deposit this number of shares into my reinvestment account.

1D Authorized Signature(s)*

Signature 1 - Please keep signature within the box.

Signature(s) 2 - Please keep signature within the box.

Please detach this portion and mail it to: Computershare, PO Box 43078, Providence, RI 02940-3078

How to Request a Transaction (see at the bottom of this page for additional details on the terms and conditions of transactions when the plan or DRS sales facility).

You can manage your account online through Investor Centre at the website listed on the top right of the reverse side. Register today!

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

1A. Use section 1A above to sell a portion of your plan shares, or to sell all plan shares and terminate your plan participation. Sale requests submitted on this *Transaction Request Form* will be treated as a batch order and generally processed no later than five business days after the date on which the form is received. A Market Order sale may be available for transactions submitted by telephone or through Investor Centre at www.computershare.com. Please contact us at the phone number listed on the reverse side or refer to the brochure for the plan or DRS Sales Facility for more information concerning the types of orders available. Note: market orders and batch orders are subject to different fees. Please visit the website or contact us at the phone number listed on the reverse side for fee details. A proceeds check will be mailed to you, less any applicable taxes and fees. You can request electronic funds transfer for your sales proceeds by updating your bank details online through Investor Centre at the website listed on the reverse side. Upon written request, we will provide the name of the executing broker dealer associated with the transaction, and within a reasonable amount of time will disclose the source and amount of compensation received from third parties in connection with the transaction, if any.

ALL SALE INSTRUCTIONS ARE FINAL AND CANNOT BE MODIFIED, STOPPED OR CANCELLED AFTER COMPUTERSHARE HAS RECEIVED THE REQUEST.

To have the proceeds paid to someone other than the current registered holder, the shares must first be transferred to the other party. For assistance with a stock transfer please visit the "Help" section on our website or you may contact us by phone; both are listed on the reverse side.

1B. Use section 1B above to withdraw a portion or all of your shares from the plan. These shares will become Direct Registration System (DRS) shares and will be held electronically in your account in book-entry form by Computershare. We will mail you a check for the value of any fractional shares (if applicable). If your request is received near a record date, Computershare has the right to reinvest the dividend or pay you in cash. Future dividends for these shares will be paid in cash, unless you rejoin the plan.

1C. Use section 1C above to minimize risk of loss, theft or damage by depositing certificates. Computershare will deposit these shares into your plan account and hold them electronically in book-entry form. Send physical stock certificate(s) via registered mail or a courier service that provides a return receipt to: Computershare, 250 Royal Street, Canton, MA, 02021. Do not endorse the certificate(s) or complete the assignment section. You may want to insure the mailing 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.

1D. All registered holders must sign section 1D for the above instruction(s) to be completed. *Sales requests for partnerships or corporations must include a Medallion Signature Guarantee or a copy of the corporate resolution/partnership agreement. A Medallion Signature Guarantee is a special stamp provided by a bank, broker or credit union (guarantor institutions) that indicates the individual(s) signing a form is legally authorized to conduct the requested transaction. A notarized signature is not a substitute for a Medallion Signature Guarantee.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), Social Security number, bank account information, stock ownership information and other financial information. With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information. Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

Note: Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.
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ExxonMobil**Computershare** +

Computershare Trust Company, N.A.

PO Box 43078

Providence, RI 02940-3078

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.

031683

ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Holder Account Number

7777

SSN/TIN Certified
YesSymbol
XOM

001CS0006_rpt.Final.XOM.080806_395900316830316954

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: 7777

ACCOUNT SUMMARY

As of close of stock market on 09 Mar 2012

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	679.609732	679.609732	84.300000	57,291.10

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 2012	09 Mar 2012	0.470000	Common	675.910671	317.68		317.68

Transaction History

From: 01 Jan 2012

To: 09 Mar 2012

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				317.68	85.881244	3.699061	675.910671
09 Mar 2012	Dividend Reinvestment	317.68	Comp Paid Fees	0.09	317.68			679.609732

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.**Certificated Shares/Units Held By You** - A physical certificate was issued for these shares/units.**Book/Book-Entry Shares** - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.**Direct Registration Book Shares/Units (DRS)** - Book-entry shares that are not part of the Plan.**Investment Plan Book Shares/Units** - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).**Total Shares/Units** - The sum of all certificated and book shares held in this account as of the date specified.**Closing Price** - The closing market price as of the account summary date.**Market Value** - The dollar value of the total shares held in this account as of the date specified.**Deduction Description** - A description of any amounts withheld including transaction fees.**Deduction Amount** - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).**Net Amount** - The total amount transacted for you, equal to the transaction amount less any applicable deductions.**Price Per Share/Unit** - The market price per share purchased or sold under the Plan for this transaction.**Transaction Shares/Units** - The number of shares purchased or sold through the Plan for this transaction.**Total Book Shares/Units** - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.**Record Date** - The date on which you must have officially owned shares to receive the dividend.**Payment Date** - The date the dividend was payable.**Dividend Rate** - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.**Dividend Reinvestment Shares/Units** - Shares enrolled in dividend reinvestment.**Gross Dividend** - The dividend paid on the Plan's dividend reinvestment shares.**Net Dividend** - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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ExxonMobil**Computershare** +

Computershare Trust Company, N.A.
 PO Box 43078
 Providence, RI 02940-3078
 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.

031439



ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
 SURVIVOR'S TRUST
 203 BLOOMINGDALE CIRCLE
 VICTORIA TX 77904

Holder Account Number

7777



SSN/TIN Certified
 Yes

Symbol
 XOM

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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: 7777

ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

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	684.511319	684.511319	80.270000	54,945.72

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 (\$)
14 May 2012	11 Jun 2012	0.570000	Common	679.609732	387.38		387.38

Transaction History

From: 01 Jan 2012

To: 11 Jun 2012

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							675.910671
09 Mar 2012	Dividend Reinvestment	317.68	Comp Paid Fees	0.09	317.68	85.881244	3.699061	679.609732
11 Jun 2012	Dividend Reinvestment	387.38	Comp Paid Fees	0.12	387.38	79.031647	4.901587	684.511319

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date - The date on which you must have officially owned shares to receive the dividend.

Payment Date - The date the dividend was payable.

Dividend Rate - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units - Shares enrolled in dividend reinvestment.

Gross Dividend - The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may certify your tax status or obtain the necessary forms at the website listed above.

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ExxonMobil

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Computershare
PO Box 43078
Providence, RI 02940-3078
Within USA, US territories & Canada 800 252 1800
Outside USA, US territories & Canada 781 575 2058
www.computershare.com/exxonmobil

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ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING
SURVIVOR'S TRUST
203 BLOOMINGDALE CIRCLE
VICTORIA TX 77904

Account Number: [REDACTED] 7777

Dear Holder:

We have received and processed your request to add bank payment instructions to your account. We are in the process of verifying the bank payment instructions with your financial institution. The new payment instructions should become effective within 15 days. All disbursements made by the company will then be directly paid to your bank account. You will also be able to direct us to use this bank account to receive payments at your discretion if you choose to sell your shares.

Company Name: Exxon Mobil Corporation

Bank Name: BANK OF AMERICA N A

Bank Account (Last four Digits): 1143

Please note, if the bank payment instructions are determined to be incorrect in the verification process, you will receive a notice that your request has been cancelled.

If you are a participant in a reinvestment plan, your reinvestment plan participation option will be honored in lieu of the above payment instructions. For example, if you have enrolled in full reinvestment, all dividends will be reinvested rather than paid to the above bank account. If you have enrolled in the cash payment option, all dividends will be paid in cash using the new bank payment instructions.

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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078



██████████ 7777

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Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST	Account Number	██████████ 7777		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	General Transfer	Type of Transfer	Partial Transfer
Shares to Transfer					
Book					
Plan	1120				
Certificate (s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.			
Total	1.120				

Current Account Holder Signature(s)

Authorized Signatures	This section must be signed and stamped for your transfer to be executed.	Required - Medallion Guarantee Stamp (Notary Seal is Not Acceptable)
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The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.
(A NOTARY SEAL IS NOT ACCEPTABLE)

(15)	AUTHORIZED SIGNATURE
SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™	

Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
<i>Anita Brunsting</i>	04/25/2011
_____	_____
_____	_____



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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

Account 1

Account Type	Individual	Shares to Transfer	1120		
Holder		SSN/EIN	[REDACTED] 5947		
First Name	Amy	Middle Initial	R		
Last Name	Brunsting				
Street Address	2582 Country Ledge Dr.				
City	New Braunfels	State	TX	Zip	78132-4109

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

Certification: Under penalty 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 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 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 Holder	Date (mm/dd/yyyy)
<i>Amy R. Brunsting</i>	04/25/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE: IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DRS book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
<i>Amy R. Brunsting</i>	05/02/2011

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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

██████████7777

ETRD1

XOM

Transfer Request

Current Account Information

Company Name	EXXON MOBIL CORPORATION	Holding	COMMON STOCK		
Holder Name	ANITA BRUNSTING TR UA 04/01/09 NELVA BRUNSTING SURVIVOR'S TRUST	Account Number	██████████7777		
Address	203 BLOOMINGDALE CIRCLE VICTORIA TX 77904	Reason For Transfer	General Transfer	Type of Transfer	Partial Transfer
Shares to Transfer					
Book					
Plan	320				
Certificate(s)		Note: You must send in original certificate(s) with enough shares to satisfy the transfer amount.			
Total	320				

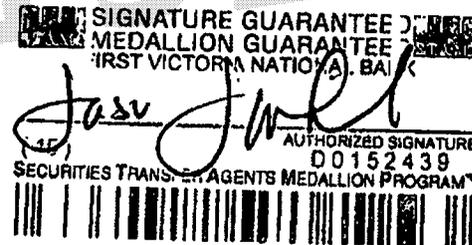
Current Account Holder Signature(s)

Authorized Signatures This section must be signed and stamped for your transfer to be executed. Required - Medallion Guarantee Stamp (Notary Seal is Not Acceptable)

The undersigned does (do) hereby irrevocably constitute and appoint Computershare as attorney to transfer the said stock, as the case may be, on the books of said Company, with full power of substitution in the premises.

The signature(s) below on this Transfer Request form must correspond exactly with the name(s) as shown upon the face of the stock certificate or a Computershare-issued statement for book-entry shares, without alteration or enlargement or any change whatsoever. The below must be signed by all current registered holders, or a legally authorized representative with indication of his or her capacity next to the signature.

Note: Signature(s) must be stamped with a Medallion Signature Guarantee by a qualified financial institution, such as a commercial bank, savings bank, savings and loan, US stockbroker and security dealer, or credit union that is participating in an approved Medallion Signature Guarantee program.
(A NOTARY SEAL IS NOT ACCEPTABLE)



Signature of All Current Holders or Legal Representatives	Date (mm/dd/yyyy)
<i>Anita Brunsting</i>	06/07/2011
_____	_____
_____	_____



P4387 of 3

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Computershare

Computershare
P.O. Box 43078
Providence, RI, 02940-3078

New Holder/Recipient Information

Account 1

Account Type	Individual	Shares to Transfer	160		
	Holder	SSN/EIN	[REDACTED] 1860		
First Name	Anita	Middle Initial			
Last Name	Brunsting				
Street Address	203 Bloomingdale Circle				
City	Victoria	State	TX	Zip	77904

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

Certification: Under penalty 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 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 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 Holder	Date (mm/dd/yyyy)
<i>Anita Brunsting</i>	06/07/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE: IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DR5 book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
<i>Anita Brunsting</i>	06/07/2011

Account 2

Account Type	Individual	Shares to Transfer	160		
	Holder	SSN/EIN	[REDACTED] 6240		
First Name	Candace	Middle Initial			
Last Name	Curtis				
Street Address	1215 Uffinian Way				
City	Martinez	State	CA	Zip	94553

*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

Certification: Under penalty 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 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 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 Holder	Date (mm/dd/yyyy)
<i>Curtis</i>	06/08/2011

Investment Plan Enrollment - The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. NOTE: IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT. If you do not sign below, whole shares will be placed in DR5 book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
<i>Curtis</i>	06/08/2011

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 Outside USA, US territories & Canada 781 575 2058
 www.computershare.com/exxonmobil
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*****AUTO**SCH 3-DIGIT 945 000481/0189855 189855



CANDACE CURTIS
 1215 ULFINIAN WAY
 MARTINEZ CA 94553

Holder Account Number

6387

SSN/TIN Certified
YesSymbol
XOM

001C50006_rpt_DL_PO1.XOM.105024_40233/89855/89855/6

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: 6387

ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

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	24.981004	24.981004	80.270000	2,005.23

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 (\$)
14 May 2012	11 Jun 2012	0.570000	Common	24.802088	14.14		14.14

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

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							88.567134
10 Jan 2012	Sale	3,862.35	Transaction Fee	65.40	3,796.95	85.830000	-45.000000	41.567134
24 Jan 2012	Sale	1,478.15	Transaction Fee	62.04	1,416.11	86.950000	-17.000000	24.567134
09 Mar 2012	Dividend Reinvestment	11.59			11.59	85.881244	0.134954	24.802088
11 Jun 2012	Dividend Reinvestment	14.14			14.14	79.031547	0.178916	24.981004

00TPPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees.

Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date - The date on which you must have officially owned shares to receive the dividend.

Payment Date - The date the dividend was payable.

Dividend Rate - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units - Shares enrolled in dividend reinvestment.

Gross Dividend - The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may verify your tax status or obtain the necessary forms at the website listed above.

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 Outside USA, US territories & Canada 781 575 2058
 www.computershare.com/exxonmobil

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*****AUTO**3-DIGIT 781 000272/0105978 105978



AMY R BRUNSTING
 2582 COUNTRY LEDGE DR
 NEW BRAUNFELS TX 78132-4109

Holder Account Number

9041



SSN/TIN Certified
 Yes

Symbol
 XOM

001C50006_rpt.DL_PG1.XOM.105024_40233/105978/105978/

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: 9041

ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

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	104.058674	104.058674	60.270000	8,352.79

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 (\$)
14 May 2012	11 Jun 2012	0.570000	Common	103.313528	58.89		58.89

Transaction History

From: 01 Jan 2012 To: 11 Jun 2012

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
	Balance Forward							102.751241
09 Mar 2012	Dividend Reinvestment	48.29	Comp Paid Fees	0.01	48.29	65.881244	0.562288	103.313529
11 Jun 2012	Dividend Reinvestment	58.89	Comp Paid Fees	0.02	58.89	79.031547	0.745145	104.058674

D07PPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information.

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.

Certificated Shares/Units Held By You - A physical certificate was issued for these shares/units.

Book/Book-Entry Shares - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.

Direct Registration Book Shares/Units (DRS) - Book-entry shares that are not part of the Plan.

Investment Plan Book Shares/Units - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).

Total Shares/Units - The sum of all certificated and book shares held in this account as of the date specified.

Closing Price - The closing market price as of the account summary date.

Market Value - The dollar value of the total shares held in this account as of the date specified.

Deduction Description - A description of any amounts withheld including transaction fees. Deduction Amount - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).

Net Amount - The total amount transacted for you, equal to the transaction amount less any applicable deductions.

Price Per Share/Unit - The market price per share purchased or sold under the Plan for this transaction.

Transaction Shares/Units - The number of shares purchased or sold through the Plan for this transaction.

Total Book Shares/Units - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.

Record Date - The date on which you must have officially owned shares to receive the dividend.

Payment Date - The date the dividend was payable.

Dividend Rate - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.

Dividend Reinvestment Shares/Units - Shares enrolled in dividend reinvestment.

Gross Dividend - The dividend paid on the Plan's dividend reinvestment shares.

Net Dividend - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may verify your tax status or obtain the necessary forms at the website listed above.

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031624

ANITA BRUNSTING
203 BLOOMINGDALE CIR
VICTORIA TX 77904

Holder Account Number

6352

SSN/TIN Certified
YesSymbol
XOM

001CS0006_rptBndL.XOM.105024_40233/031624/032313/1

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: 6352

ACCOUNT SUMMARY

As of close of stock market on 11 Jun 2012

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	164.036963	164.036963	80.270000	13,167.25

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 (\$)
14 May 2012	11 Jun 2012	0.570000	Common	162.862369	92.83		92.83

Transaction History

From: 01 Jan 2012

To: 11 Jun 2012

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							161.975912
09 Mar 2012	Dividend Reinvestment	76.13	Comp Paid Fees	0.02	76.13	85.881244	0.886457	162.862369
11 Jun 2012	Dividend Reinvestment	92.83	Comp Paid Fees	0.03	92.83	79.031547	1.174594	164.036963

007PPA (Rev. 12/11)

How to Read Your Statement

Please see reverse side for important information

Stock Class Description - A description of the stock class in which you hold shares, e.g. Common stock.**Certificated Shares/Units Held By You** - A physical certificate was issued for these shares/units.**Book/Book-Entry Shares** - Shares Computershare maintains for you in an electronic account; a stock certificate was not issued for these shares. All Direct Registration shares and investment plan ("Plan") shares are held in book-entry form.**Direct Registration Book Shares/Units (DRS)** - Book-entry shares that are not part of the Plan.**Investment Plan Book Shares/Units** - Book-entry shares that are part of either a dividend reinvestment plan (DRP) or direct stock purchase plan (DSPP).**Total Shares/Units** - The sum of all certificated and book shares held in this account as of the date specified.**Closing Price** - The closing market price as of the account summary date.**Market Value** - The dollar value of the total shares held in this account as of the date specified.**Deduction Description** - A description of any amounts withheld including transaction fees.**Deduction Amount** - Dollar amounts deducted may include taxes and transaction fees (which fees shall include any brokerage commissions Computershare is required to pay).**Net Amount** - The total amount transacted for you, equal to the transaction amount less any applicable deductions.**Price Per Share/Unit** - The market price per share purchased or sold under the Plan for this transaction.**Transaction Shares/Units** - The number of shares purchased or sold through the Plan for this transaction.**Total Book Shares/Units** - The sum of all book-entry shares, including both DRS and investment plan shares, as of the date specified.**Record Date** - The date on which you must have officially owned shares to receive the dividend.**Payment Date** - The date the dividend was payable.**Dividend Rate** - The dollar amount of the dividend paid per share or the rate of stock dividend or stock split.**Dividend Reinvestment Shares/Units** - Shares enrolled in dividend reinvestment.**Gross Dividend** - The dividend paid on the Plan's dividend reinvestment shares.**Net Dividend** - The total amount reinvested for you, equal to the gross dividend amount less any taxes withheld.

SSN/TIN Certified - If your account is not certified, as indicated by the word NO appearing under the SSN/TIN title in the top right section of this form, you must complete a Form W-9 (US resident) or Form W-8BEN (non-US resident) or taxes will be withheld from any dividends or sales proceeds per Internal Revenue Service requirements. Either form is available through the "PRINTABLE FORMS" section of our website. Faxed forms are not acceptable. You may verify your tax status or obtain the necessary forms at the website listed above.

P4393

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PO Box 43078

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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.

007564

CAROLE A BRUNSTING
5822 JASON
HOUSTON TX 77074

Holder Account Number

██████████ 6328

Company ID
SSN/TIN CertifiedXOM
Yes

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Exxon Mobil Corporation - Direct Registration (DRS) Advice**Transaction(s)**

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
15 Jun 2011	Transfer	1,325.000000	30231G102	Common Stock

Account Information: Date: 15 Jun 2011 (Excludes transactions pending settlement)

Current Dividend Reinvestment Balance	Current Direct Registration Balance	Total Shares/Units	CUSIP	Class Description
0.000000	1,325.000000	1,325.000000	30231G102	Common Stock

IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

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Privacy Notice

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans and/or direct registration services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

P4396

07132015:0809:PO316

Exhibit 5

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07132015:0809:P0317

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

Schedule F

P12168

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

P12169

17-20360.490

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

P12170

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COPY

UNOFFICIAL

Exhibit 6

07132015:0809:PO321

NO. 412,249-401

ESTATE OF

NELVA E. BRUNSTING,

DECEASED

§
§
§
§
§

IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al

v.

ANITA KAY BRUNSTING, et al

§
§
§
§

**Anita Kay Brunsting 's Response to
Candace Louise Curtis'
First Written Interrogatories**

Anita Kay Brunsting serves her response to Candace Louise Curtis' first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

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Counsel for Anita Kay Brunsting
In Capacities at Issue

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
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Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston

Bradley E. Featherston

Response to Written Interrogatories¹

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

¹ Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

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RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary’s standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva’s death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant’s appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva’s death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva’s death. The trustees and

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their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

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16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

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

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

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

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

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

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RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?²

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?³

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

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

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

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

RESPONSE: None.

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

² This is a question about a March 8, 2011 email from Anita.

³ This is a question about a March 8, 2011 email from Anita.

02604:0000:51026120

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

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

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

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

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RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine "Do Not's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine "Do Not's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

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August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of \$2,291,300, or \$45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses." Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states "We're contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information." It goes on to ask you to "Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter." This information contains the following:

Net Worth (must exclude value of primary residence): \$1,700,000

Annual Income: \$64,000

Prior Investment Experience: (4) Extensive Experience

07132015:0809:PO333

Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary "Under penalties of perjury".

(a) Line 15a IRA distributions = \$58,792 / 15b Taxable amount = \$58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as "beneficiaries in equal shares". A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of \$54,000.

i. Were you aware of Mother's beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as \$118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursements included in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer's knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer's Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

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

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
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Martinez, California 94553

For the Defendants:

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

Court Reporter:

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

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

1 THE COURT: Good morning. Please be seated.

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

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

6 MS. CURTIS: Yes, Your Honor.

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

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

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

13 MR. VIE: Yes, Your Honor.

14 THE COURT: Are these your clients or --

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

17 THE COURT: Both defendants.

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

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Okay. Very good.

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

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

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

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

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

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

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

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

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

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

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

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

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

3 MS. CURTIS: Yes.

4 THE COURT: Go ahead please.

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

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

9 MS. CURTIS: Elmer H. Brunsting.

10 THE COURT: All right.

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

16 THE COURT: Your brother would be Carl?

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

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

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

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

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

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

12 THE COURT: When did this happen?

13 MS. CURTIS: In July of 2010.

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

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

18 THE COURT: Is he still in a coma?

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

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

22 MS. CURTIS: And has been.

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

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

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

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

8 MS. CURTIS: A qualified beneficiary designation.

9 THE COURT: All right.

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

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

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

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

24 THE COURT: Okay.

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

1 phone call.

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

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

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

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

21 MS. CURTIS: Yes.

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

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

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

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

5 THE COURT: Surely.

6 And then your mother died when?

7 MS. CURTIS: 11-11-11.

8 THE COURT: Oh, is that right?

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

11 MS. CURTIS: Yes, Your Honor.

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

15 MS. CURTIS: It was in October --

16 THE COURT: October.

17 MS. CURTIS: -- of 2010.

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

20 And so go ahead and pick up there.

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

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

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

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

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

14 THE COURT: Sure.

15 All right. Go ahead.

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

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

25 THE COURT: So was she the person doing the

1 disbursing of these shares?

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

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

6 MS. CURTIS: Uh-huh.

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

10 MS. CURTIS: He got nothing.

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

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

13 THE COURT: Probate court?

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

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

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

24 THE COURT: What is the title of it?

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

1 Transfer form. And this is page two of three
2 pages of the transfer form.

3 THE COURT: Transfer form relating to?

4 MS. CURTIS: The Exxon/Mobil stock.

5 THE COURT: Okay.

6 MS. CURTIS: And so, at the top of the page my
7 sister Anita's 160 shares, and the bottom of the page is my
8 160 shares.

9 There is two signatures at the bottom of the
10 page. One is on a W-9 portion, and the other is on, my
11 understanding that the money would be reinvested in the
12 account. These signatures are not my signatures; they're
13 forgeries.

14 THE COURT: Uh-huh.

15 MS. CURTIS: I would not have seen these if I had
16 not had this shared with me by my brother.

17 THE COURT: And you didn't authorize anyone to make
18 those signatures for you?

19 MS. CURTIS: No, I did not. And I have filed a
20 Securities & Exchange Commission complaint as of last week
21 about this.

22 THE COURT: All right.

23 MS. CURTIS: And I have not heard anything from them
24 since that time.

25 I also have two different --

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

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

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

14 THE COURT: Yes, page 3.

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

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

18 MS. CURTIS: Yes.

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

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

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

25 MS. CURTIS: By virtue of the farm.

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

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

3 THE COURT: That was sold?

4 MS. CURTIS: No, it was not.

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

7 MS. CURTIS: Corn and soybean.

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

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

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

13 MS. CURTIS: Yes.

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

16 MS. CURTIS: I believe so.

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

19 MS. CURTIS: Yes.

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

25 MS. CURTIS: Yes, Your Honor.

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

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

10 THE COURT: Okay.

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

15 MS. CURTIS: Yes, Your Honor.

16 THE COURT: Is she handling this alone?

17 MS. CURTIS: To my knowledge she is.

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

21 MS. CURTIS: I assume.

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

24 MS. CURTIS: Yes, Your Honor.

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

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

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

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

8 MS. CURTIS: Right.

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

10 MS. CURTIS: Yes.

11 THE COURT: Where is he now?

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

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

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

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

18 MS. CURTIS: No, I have not.

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

20 MS. CURTIS: No, he has not.

21 THE COURT: Does he have an attorney?

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

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

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

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

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

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

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

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

23 THE COURT: Okay.

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

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

3 THE COURT: On what authority or what basis.

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

5 THE COURT: Okay.

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

8 MS. CURTIS: They're spending them.

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

11 MS. CURTIS: Yes, Your Honor.

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

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

16 THE COURT: Successor/co-trustee.

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

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

1 one-fifth of the estate?

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

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

6 MS. CURTIS: No, I do not.

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

9 MS. CURTIS: That's correct.

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

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

14 THE COURT: Okay.

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

18 THE COURT: All right.

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

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

25 MS. CURTIS: I have been told nothing.

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

3 MS. CURTIS: Yes, I have.

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

6 MS. CURTIS: No, I did not.

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

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

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

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

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

21 Okay. What else?

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

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

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

5 THE COURT: All right. Okay.

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

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

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

19 THE COURT: Okay.

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

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

3 MS. CURTIS: Yes, Your Honor.

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

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

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

11 MS. CURTIS: In early 2012.

12 THE COURT: And you were told where to find it?

13 MS. CURTIS: I was told where to find the
14 provisions, but I asked for the identity.

15 THE COURT: Okay. The identity of that person has
16 not been given to you?

17 MS. CURTIS: That is correct, or if there even is.

18 THE COURT: If there is such a person.

19 All right. So that's what you're seeking in
20 terms of your request for benefit -- for the injunction
21 today; is that correct?

22 MS. CURTIS: Yes, Your Honor. I'm seeking that we
23 stop the bleeding until we can get to the bottom of it.

24 THE COURT: Have you received any funds from the
25 trust since 2010? I'm talking about since the death of your

1 mother.

2 MS. CURTIS: No, Your Honor. I have not.

3 THE COURT: You have made it known to -- have you
4 communicated with your sister -- that's Anita, I believe --
5 about that?

6 MS. CURTIS: I am not allowed to speak to Anita --

7 THE COURT: Why not?

8 MS. CURTIS: Except through her attorneys.

9 THE COURT: Well, that's untrue. That's your
10 sister.

11 MS. CURTIS: Well, that's the way I feel about it,
12 but I'm told I'm not allowed to speak to them, and they won't
13 talk to me.

14 THE COURT: Who told you this? Who told you this,
15 that you can't contact her?

16 MS. CURTIS: I inferred that from --

17 THE COURT: Did she tell you that, is what I am
18 asking?

19 MS. CURTIS: No. She didn't tell me that because
20 she hasn't spoken to me.

21 THE COURT: Well, have you tried to speak to her?

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

23 THE COURT: What happens when you try to speak to
24 her?

25 MS. CURTIS: I call. She doesn't answer. I leave a

1 voice mail, she doesn't call me back.

2 The same thing happened with my other sister
3 Amy. I called and left a voice mail. She did not return my
4 call. This was more than a year ago.

5 THE COURT: So they refuse to speak to you about
6 this is what you are saying?

7 MS. CURTIS: Yes, Your Honor.

8 THE COURT: Go ahead and have a seat. Thank you.
9 Counsel.

10 MR. VIE: Yes, Your Honor.

11 THE COURT: Why can't you come to some
12 accommodation?

13 MR. VIE: Here's the situation. I just want to give
14 you a little bit of background so that you understand in
15 terms of the exhibits I put before you.

16 THE COURT: I don't have any exhibits yet. Well,
17 some paper put up here.

18 Oh, the list. I see.

19 MR. VIEW: Yes, sir.

20 THE COURT: I haven't read these.

21 MR. VIE: Just to provide some assistance in
22 answering your question, Your Honor. Exhibit 1 is a 60-or-so
23 page document. That is the family trust document.

24 THE COURT: All right.

25 MR. VIE: And on page 1 of the document it says that

1 her father and mother had created a trust, it's an
2 irrevocable trustee, and that the initial trustee shall be
3 Anita Kay. So, Anita is the trustee under this document.

4 Because you heard a lot about this qualified
5 beneficiary designation.

6 THE COURT: No. I heard about the co-trustees.

7 MR. VIE: So I wanted the Court to understand that
8 this document --

9 THE COURT: Let me ask so we don't go down a rabbit
10 trail. Was there a point in time when Carl was the
11 co-trustee?

12 MR. VIE: I'm sorry?

13 THE COURT: Was there a time when Carl, the brother,
14 was the co-trustee?

15 MR. VIE: I don't know if that -- I don't know with
16 respect to this document if that's correct or not.

17 I understand that at one point there was a
18 communication from the mother where she considered other
19 family members serving in her role. But the documents that I
20 have given you, the second exhibit that I have given you is
21 where with respect to the mother's living trust while she was
22 alive, she decided to have Anita appointed as her successor
23 trustee instead, and then they created this certificate of
24 trust.

25 THE COURT: That would have been relative to the

1 entirety of the irrevocable trust or was it simply her
2 portion of the assets?

3 MR. VIE: It was with respect to the living trust
4 that was created when she --

5 THE COURT: No, no, no. Here's what I am saying.
6 The father is now deceased.

7 MR. VIE: Yes.

8 THE COURT: His wife entered into a irrevocable
9 trust, and either he leaves all of you that in the trust to
10 her benefit or his share goes into some other, goes into a
11 trust for the children at that point.

12 So what happened?

13 MR. VIE: The father and mother created the
14 irrevocable trust, which I have identified as Exhibit 1.

15 THE COURT: Okay.

16 MR. VIE: When the father died, his assets went into
17 this living trust where their mother had assets to the
18 living -- there was a sub trust created, a successor trust
19 and a decedent's trust. The mother had that.

20 THE COURT: So she has all of the assets at that
21 point?

22 MR. VIE: Yes. And the mother was able to make
23 gifts and did make gifts to a number of the family members.
24 So when the plaintiff was referencing the \$13,000 gift that
25 she received and the others, these were gifts that her mother

1 while alive had directed. And my client Anita, as the
2 successor trustee under this appointment, Exhibit 2, would
3 make those transactions occur. But these were gifts from the
4 mother.

5 And then the mother dies, and this irrevocable
6 trust --

7 THE COURT: And did the mother die, according to
8 what Ms. Curtis is saying, in December more or less, I guess?

9 MR. VIE: November of 2010, Your Honor.

10 THE COURT: November of 2010, okay.

11 MS. CURTIS: 2011.

12 THE COURT: 2011.

13 MR. VIE: 11-11-2011.

14 THE COURT: Right.

15 MR. VIE: After that point, then Anita as trustee
16 prepares a schedule of the estate, the context of the mother,
17 and that money was going into the family trust; and that's
18 one of the exhibits that she's attached.

19 THE COURT: Well, wait a minute. What money is
20 going into the family trust? Because now this trust, the
21 trust that exists that is handling all this is the mother's
22 living trust, right?

23 MR. VIE: No, Your Honor. When she died, the living
24 trust no longer exists.

25 THE COURT: Oh, obviously.

1 But before that, all of the assets were going
2 into the living trust for the mother.

3 MR. VIE: Right.

4 THE COURT: And now the mother dies in November of
5 2011, and then what happens?

6 MR. VIE: Then we have the family trust, and there
7 is created again a sub trust of a survivor's trust and the
8 decedent's trust.

9 THE COURT: And the family trust now reverts back to
10 the irrevocable trust?

11 MR. VIE: Yes, Your Honor.

12 THE COURT: And in the irrevocable trust or in that
13 trust there is a provision that says how those, how that
14 trust is to be divided into five distinct trusts for the
15 children?

16 MR. VIE: My understanding is that there is a
17 document under this complicated plan by which each of the
18 individual beneficiaries, the five children, the four
19 daughters and the son, they would have these asset trusts.
20 Those trusts have not been created.

21 THE COURT: Well, I am asking whether or not as a
22 part of the -- as to your understanding, you have read it, is
23 that a part of what the family trust required as far as you
24 know? You said there's a document like it's some separate
25 thing.

1 MR. VIE: Well, there's a -- I understand, Your
2 Honor.

3 It's a rather long document. I understand and
4 agree we are that the conclusion of this trust now at this
5 point is to divide the assets to the five beneficiaries, and
6 then each of their assets go into these asset trusts.

7 THE COURT: Separate and distinct from each other
8 and for the benefit of each of the designated beneficiaries.

9 MR. VIE: Yes.

10 And as the plaintiff suggested, I believe the
11 situation is that her trust, for example, she is not a
12 trustee. One of her siblings is the trustee.

13 THE COURT: Even after it's divided off and given to
14 her?

15 MR. VIE: Yes. And in these asset trusts, other
16 members --

17 THE COURT: So someone who has a trust, like Anita
18 herself, would have her own separate and distinct assets?

19 MR. VIE: Yes, sir.

20 THE COURT: And she'd be in charge of her own
21 assets?

22 MR. VIE: No, no. There would be -- somebody else
23 would be the trustee.

24 THE COURT: Of all of these five trusts?

25 MR. VIE: Yes -- no, of each.

1 THE COURT: Who is "someone else?" I mean --

2 MR. VIE: Well, for example, Carl's could be Anita
3 and Amy's could be Carole.

4 THE COURT: But the documents say how this happened,
5 though.

6 MR. VIE: These trusts have not been created yet.
7 There has been no distribution.

8 THE COURT: I understand that. You are telling me
9 that, but I am trying to find out whether or not the creation
10 of these trusts require these beneficiaries to have someone
11 else in charge of their money.

12 MR. VIE: That is my understanding. And she can
13 correct me if I am wrong, and my clients can correct me as
14 the trustees if I'm wrong.

15 THE COURT: So Anita -- somebody would be in charge
16 of Anita's?

17 MR. VIE: Yes. That's right.

18 THE COURT: And then somebody else would be -- and
19 Anita would be in charge of somebody else's?

20 MR. VIE: That's my understanding.

21 THE COURT: And these kids -- and they're not kids
22 anymore, but these five siblings would be at each other's
23 throats for the rest of their lives because --

24 MR. VIE: No. They'd each have their own --

25 THE COURT: Well, no. They got them, but they're

1 not in charge of it, is what I understand.

2 MR. VIE: All right.

3 THE COURT: That's what I am trying to say. In
4 other words, I'd have to call my sister to get my money.

5 MR. VIE: What I know about the asset revocable --
6 the asset trust is they have not been created yet.

7 As the Court heard, there are two lawsuits.
8 There is this lawsuit and there is her brother's lawsuit. We
9 are not parties to her brother's lawsuit. Her brother's
10 lawsuit is brought in his capacity as the executor of his
11 father's and mother's estates. It's in Harris County
12 District Court. We're not parties to it.

13 THE COURT: Well that would be either the product of
14 a will being probated --

15 MR. VIE: Yes, sir.

16 THE COURT: -- or it would be the product of an
17 intestate proceeding. Which is it?

18 MR. VIE: The will has been probated.

19 THE COURT: So there is a will probate separate and
20 apart from the trust?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: And how does that overlay on the trust
23 since all of the assets are in the trust?

24 MR. VIE: Well, I don't know that it overlays; but
25 what I am trying to suggest to the Court is: One, since the

1 mother died, there has been no distributions to anyone,
2 not --

3 THE COURT: I get that. I am trying to figure
4 out --

5 MR. VIE: Since you haven't seen the distribution, I
6 wanted the Court to understand that no one has.

7 THE COURT: But somebody got some money out of it or
8 there has been a loss in value to the trust itself.

9 MR. VIE: She says that the stock that was invested
10 with the brokerage houses may have lost money, is one of the
11 things that she suggested in her motion.

12 THE COURT: Right.

13 MR. VIE: My point was to suggest that there has
14 been no distributions since the mother died from the trust
15 that Anita is the trustee for to anyone.

16 THE COURT: And you said the one that Anita is in
17 charge of. What is Anita in charge of?

18 MR. VIE: Exhibit 1.

19 THE COURT: Okay. The entirety?

20 MR. VIE: Yes, sir.

21 THE COURT: That's what I am trying to get to.

22 MR. VIE: Yes.

23 THE COURT: Okay.

24 MR. VIE: And it's unlikely there will be any
25 distributions until both this suit is resolved and her

1 brother's suit that he brought.

2 THE COURT: Well, this suit might resolve it.

3 That's not their concern.

4 But what I am trying to find out is whether or
5 not in the -- the question I was trying to get back was in
6 the Carl's suit, I guess in probate court, whether or not
7 that suit, which did not come up in the responses in the way
8 that I understood it, whether or not that suit that impact
9 whether or not this Court should be proceeding with this
10 trust.

11 MR. VIE: No, Your Honor.

12 THE COURT: So it's separate and apart since the
13 probate's completed.

14 MR. VIE: The probate has been filed. The suit is
15 brought by him in his capacity as executor.

16 THE COURT: Is he without bond and independent?

17 MS. CURTIS: Yes.

18 MR. VIE: He's an independent executor. He is
19 bringing the suit against the attorneys.

20 THE COURT: So he doesn't need to do anything else
21 other than file it and do this accounting and all of that and
22 then do whatever the will tells him to do.

23 MR. VIE: The litigation that he has brought is
24 against the attorneys that created these trusts.

25 THE COURT: That's not even -- that's separate and

1 distinct from this lawsuit.

2 MR. VIE: Okay.

3 THE COURT: And it's separate and distinct from the
4 estates because that's a malpractice lawsuit.

5 MR. VIE: Yes, sir.

6 THE COURT: Okay. So I am not concerned about that
7 at all.

8 I was trying to make sure when he brought his
9 suit, he was not simply arguing that somehow Anita had
10 finagled her way into this position and she had squandered
11 certain assets and then we've got these parallel lawsuits.

12 MR. VIE: I understand, Your Honor. And that was my
13 point as well was to let you know that we are not parties to
14 that litigation, it's not a claim in that litigation as the
15 claims are --

16 THE COURT: And neither is the plaintiff here a
17 party to that litigation.

18 MR. VIE: That is correct, Your Honor.

19 THE COURT: Okay.

20 So, the only suit that's pending dealing with
21 the assets of these parent's estate is this lawsuit.

22 MR. VIE: Yes, Your Honor.

23 THE COURT: All right.

24 So what the plaintiff is saying on page 3 of
25 her petition having to do with the December dates of 10, 12

1 and so on and what she considered to be "losses of the
2 estate" are losses that I gather are decreases in assets that
3 would be attributable to movement in the market.

4 MR. VIE: That is the specific. And, Your Honor,
5 you are referring to the complaint or to the motion that has
6 been filed for temporary relief?

7 THE COURT: I'm looking at the motion right now.
8 That should be Instrument No. 35.

9 MR. VIE: Yes. With respect to that, there is an
10 argument being made there that there has been a loss and it
11 is the result of the investment of the securities.

12 THE COURT: You made a comment earlier that until
13 the other lawsuit and this lawsuit is resolved. That lawsuit
14 has nothing at all to do with the resolution of this estate.

15 MR. VIE: Well, I --

16 THE COURT: I'm telling you that.

17 MR. VIE: Okay.

18 THE COURT: There is nothing that should -- there is
19 nothing going on in Carl's suit that prevents these parties
20 from following what they have been instructed to follow in
21 the trust document.

22 MR. VIE: Okay. I understand if that's the
23 Court's direction.

24 THE COURT: Is there something that I am missing?

25 MR. VIE: Not that I am aware of, Your Honor.

1 THE COURT: That's a malpractice suit. And they
2 get some money out of it, either he gets it or maybe he
3 distributes it among his brothers and sisters, but it doesn't
4 have anything to do with the distribution of this estate.

5 MR. VIE: My understanding -- the reason that I
6 understood the case to be differently is that I understood
7 that the purpose of the litigation that he had brought in
8 state court was claiming that the attorneys who created these
9 trusts had done so improperly so that we were in a situation
10 in which we are here before this Court, and the Court is
11 suggesting we should wind this thing up and distribute to all
12 the beneficiaries.

13 THE COURT: It's going to be wound up. It's going
14 to be wound up in this court.

15 Here's what I'm suggesting. I am suggesting
16 that this will not become a feast and famine, feast for the
17 lawyers and famine for the beneficiaries in this Court where
18 we are sitting around churning the time out and the parties
19 are charging out of that lawsuit, defense of that lawsuit,
20 which you are not doing, apparently, unless -- are you the
21 lawyer that created the trust?

22 MR. VIE: No, Your Honor.

23 THE COURT: So that's a separate law firm.

24 MR. VIE: Yes, Your Honor.

25 THE COURT: Yeah. So there is no reason for you to

1 be or your firm to be involved in the expenditure of that, of
2 monies out of that lawsuit.

3 MR. VIE: And we aren't, Your Honor.

4 THE COURT: And there is no reason for Ms. Curtis to
5 be concerned about spending money out of her assets for that
6 lawsuit.

7 MR. VIE: Understand.

8 THE COURT: So, you can distribute what you got
9 whether you get some more or not. It doesn't require -- this
10 is not a probate where you got to gather everything together
11 because everything is together.

12 MR. VIE: Okay.

13 THE COURT: The entire estate is together.

14 MR. VIE: Yes, Your Honor.

15 THE COURT: And if there is a lawsuit, and it's
16 questionable whether or not Curtis has a lawsuit or not
17 because he wasn't the creator and the payor for that creation
18 of that trust.

19 So, the point I am making is, obviously he had
20 no contractual relationship with the firm, and it's going to
21 be seriously flawed -- seriously difficult for him to sue for
22 malpractice when he wasn't -- when there is no
23 attorney/client relationship.

24 MR. VIE: Understood, Your Honor.

25 THE COURT: So, the point I'm getting to here is

1 under this trust that is situated here, what my plaintiff,
2 Ms. Curtis, I believe is saying is that she is, these assets
3 are not being distributed, and she's of the opinion that
4 there is something untoward going on, whether that's true or
5 not.

6 MR. VIE: Yes, Your Honor.

7 THE COURT: And that there is no reason why she
8 should be standing out in the field trying to get information
9 about this trust and the distribution of these assets when
10 she is equally entitled to any and all information just like
11 Anita or anybody else.

12 MR. VIE: I understand that.

13 THE COURT: So, what is it then that prevents these
14 parties from right now settling this suit?

15 MR. VIE: From settling it?

16 THE COURT: Yes. All they got to do is distribute
17 the assets.

18 MR. VIE: Two things, Your Honor. And it's just my
19 observation, because obviously the Court does not have to
20 agree with me.

21 THE COURT: Sure.

22 MR. VIE: I provided the underlying documents that
23 support the schedule that the plaintiff has attached to this
24 motion for temporary relief. I have given her yesterday, in
25 response to her request for production, some 5,000 pages.

1 She has told me that she wants to examine
2 those, all of those underlying documents, stock transfers,
3 checks and everything else.

4 You have heard from the plaintiff that she
5 believes this very instrument is false.

6 THE COURT: "This very instrument" meaning the
7 family trust?

8 MR. VIE: Family trust. That it's a forgery or that
9 documents have been forged.

10 And I have offered, in response to the request
11 for production, to make the originals, which I understand the
12 trust attorney, those attorneys in the other lawsuit, to make
13 those available for inspection and copying so that she can
14 see them and satisfy herself that the underlying trust is in
15 fact a legal and appropriate trust.

16 THE COURT: Okay.

17 MR. VIE: So that was one of the --

18 THE COURT: And that the signatures have not been
19 forged or at least they're original signatures.

20 MR. VIE: Yes. In other words, one problem of
21 trying to settle the disposition of the trust today is that
22 the plaintiff disputes the accuracy of the accounting and the
23 accuracy and legitimacy of the trust.

24 THE COURT: Right.

25 MR. VIE: And so, that was one issue.

1 The second issue, respectfully, is that I
2 understood that given that the Harris County litigation
3 contested the accuracy and validity of the trust, that again
4 there was a risk of inconsistent positions if we were to
5 treat the trust as valid and fund this while they litigated
6 over in Harris County.

7 THE COURT: They don't have jurisdiction over there.
8 I do. That's what the circuit court has told me. And that's
9 the part that you said I might disagree; and you're right, I
10 do.

11 I would not sit here and wait on somebody
12 Harris County to figure out whether or not they have
13 jurisdiction over an issue, which they do, but they don't
14 have jurisdiction of the assets.

15 MR. VIE: I wasn't thinking as much of the
16 jurisdiction, Your Honor, as I was thinking of the risk of
17 inconsistent judgments. In other words --

18 THE COURT: Not if I get it resolved, there won't be
19 any inconsistent to resolve.

20 If they get it resolved, then it probably won't
21 be inconsistent because I'm obligated and then obliged to
22 follow at least theoretically the findings of any court of
23 competent jurisdiction.

24 MR. VIE: Yes, Your Honor.

25 And the third issue, which I don't think would

1 give the Court pause but is something I thought of, is the
2 fact that all the beneficiaries are not parties to this
3 litigation.

4 THE COURT: That won't bother me at all because I do
5 have authority and jurisdiction over the person who you tell
6 me has the duty and the responsibility to act.

7 MR. VIEW: So those are my --

8 THE COURT: That's it.

9 So, I want this resolved within 90 days. And
10 if I have to appoint a trustee or somebody to handle this
11 and get it done, I'll do it. It will cost the estate. And
12 if I find that there has been mischief, it is going to cost
13 individuals. And that will be a separate and distinct
14 hearing.

15 So what I am telling the parties, and I am
16 saying to you and to all those who have ears to hear, that
17 this matter is going to get resolved. It's not going to turn
18 into one of these long, drawn-out episodes like the ones we
19 see on TV that go on for years where lawyers make money and
20 people walk away broke.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Who is doing the accounting in this
23 process? Has anybody put their arms around the assets and
24 made any accounting at all?

25 MR. VIE: There is a CPA in Iowa that prepares the

1 tax returns each and every year for the estate, and we are
2 getting --

3 THE COURT: How they get in Iowa? Is that where the
4 family was from originally?

5 MR. VIE: The parents, yes, Your Honor. And the
6 farm, as you heard, is in Iowa.

7 THE COURT: Okay.

8 MR. VIEW: And so, there is a CPA who has been
9 involved throughout this period and files the trust income
10 tax returns, and he is available.

11 MS. CURTIS: I object to that.

12 THE COURT: Hold on.

13 Go ahead.

14 MR. VIE: I think I have answered the Court's
15 question.

16 THE COURT: Yes.

17 MR. VIEW: And would have the most, would have the
18 best familiarity beyond --

19 THE COURT: How much money does he generally charge
20 for his annual -- I guess he does his annual filings of
21 reports. Is this something that's pretty cursory or --

22 MR. VIEW: I'm sorry. And there is a distinction.
23 The documents that are attached as the schedule in that
24 accounting that are attached to the motion that has been
25 filed for injunctive relief, temporary schedules.

1 THE COURT: Those were prepared?

2 MR. VIE: By the defendant, by Anita in her capacity
3 as trustee.

4 THE COURT: Okay.

5 MR. VIEW: I was responding to the Court's question
6 in terms of who's the best person that could get their hands
7 around it and that type of thing.

8 The CPA in Iowa obviously has to know all of
9 the information available to the trust so that he can file
10 the tax returns. He also pays and makes sure that the
11 profits --

12 THE COURT: Then that might not be a good thing for
13 me because I don't have jurisdiction over him.

14 MR. VIE: Okay.

15 THE COURT: But what I wanted to know was whether or
16 not there was a person here locally, since I believe the
17 defendants are here locally. They don't have a local CPA who
18 is in charge of the estate.

19 MR. VIE: That's correct, Your Honor.

20 THE COURT: That would be Anita herself.

21 And then as far as the tax returns and all that
22 annually which goes on, whether you got money or not, that
23 would be done by the accountant in --

24 MR. VIE: Sioux City, Iowa.

25 THE COURT: Yeah, in Iowa.

1 And excuse me. What were you about to say?
2 You disagree with what, Ms. Curtis?

3 MS. CURTIS: I disagree with allowing Rick Rickers,
4 who is --

5 THE COURT: Is that the attorney?

6 MS. CURTIS: -- our cousin. He's the accountant in
7 Iowa.

8 THE COURT: He's your cousin?

9 MS. CURTIS: He's our cousin.

10 THE COURT: Okay.

11 MS. CURTIS: He is also apparently the manager of
12 the farm, and he began to file the tax returns --

13 THE COURT: I've already said probably enough to
14 give you some pause, to allay those concerns. But these are
15 other reasons why he should not be doing accounting. He has
16 a conflict of interest.

17 MS. CURTIS: One reason why he should not be doing
18 the accounting is because I have reason to believe that the
19 farm lease, taking it away from the buyers, who were my
20 father's very close friends, was notarized with a signature
21 that was not my father's. I have not been able to look at
22 that yet. I only have emails that purport that, but I would
23 like to get copies of those.

24 THE COURT: Let me address a couple of things.

25 First of all, when we don't have information,

1 we can imagine a lot of things that may or may not be true,
2 Okay?

3 MS. CURTIS: Yes.

4 THE COURT: That could be. I mean, all kind of
5 thoughts and ideas go through our head when they don't have
6 the information.

7 Here's what this Court cannot do. This Court
8 cannot chase after each of your concerns. You have got
9 enough money, you can hire anybody you want to do any kind of
10 investigation you want done.

11 What I intend to do based upon the mandate from
12 the circuit court is to try to address the concerns that you
13 have. And they just can't be accusations, and I don't have
14 any interest -- when I say I don't have any interest, I have
15 an interest in outcomes, but I don't have an interest in the
16 case so that I'm supposed to be doing things that would
17 accomplish something for you except upon your filed
18 documents. It's in your best interest, and I think I talked
19 to you on the phone conference --

20 MR. VIE: Yes.

21 THE COURT: -- with both of you on the phone as
22 well, that really this is not a matter that you should be
23 trying to handle yourself. You should hire an attorney to do
24 it for you, or at least part of it for you.

25 Now, I believe that it's in the Court's best

1 interest to preserve the assets of the estate and to bring to
2 a point a going-forward process that this Court appoint
3 someone to do an accounting of the assets and then make that
4 accounting to the Court.

5 Now, you don't have to agree with me, but it's
6 going to be an accounting of what the assets are. Whether
7 something has been taken or mismanaged or mishandled is not
8 going to be a part -- that's not the kind of accounting
9 that's going to go on here.

10 What is, and that is what's invested, where
11 it's invested and how it's invested is going to be the
12 Court's concern. Once that accounting is in place, the
13 question is whether or not the Court is going to be required
14 or whether or not Ms. Brunsting will go forward in her
15 capacity or not.

16 If she fails, then the Court will direct or put
17 someone else in that position to do that, to move into this
18 area or division so that the assets can be distributed or
19 whatever beneficiaries. That's where I am in this case, and
20 that's where the circuit court I believe has me. So I think
21 it's in all of our best interest to appreciate this process.

22 In light of that, the Court is of the opinion
23 that there are no expenditures that should be made unless
24 they're made upon the approval of the Court. So, in other
25 words, if Mr., up in Utah --

1 MR. VIEW: Iowa.

2 MS. CURTIS: Rickers in Iowa.

3 THE COURT: Mr. Rickers needs to pay the farmer. We
4 used to call those sharecroppers sort of. It's a kind of a
5 sharecropper thing where someone comes in farms the land and
6 you get a percentage of it. If Mr. Rickers and the
7 sharecroppers and others need to pay out bills and things,
8 they should be petitioning the Court for that. That's where
9 we are now.

10 We're at a point where I'm going to have to
11 take charge in order to make sure that what I am doing has
12 sanctity and has, well, trust going forward. What I am going
13 to do is simply to try to make sure that the parties are all
14 going to have equal standing and footing in this process. So
15 that's part of what I am going to do. I'm going to enter an
16 injunction in that regard.

17 Now, anybody who claims they want to bill the
18 estate for something, whether it's lawyers or not, I am
19 concerned about whether or not your bill should be paid by
20 the estate because of this circumstance.

21 MR. VIE: I understand.

22 THE COURT: If the parties are going to agree, if
23 the parties are going to come together and agree that your
24 fee should be paid, then we should then move to a situation
25 where we have a mediator in place or a designee in place who

1 will then make sure that if Ms. Curtis needs counsel, she can
2 get that. That equally would be paid out of the estate.

3 It would not include Curtis because I am not
4 going to be involved in the litigation of whether or not this
5 is a good trust or not. I'm going to presume that it's a
6 good trust, and I am going to go forward from there. If
7 Curtis proves otherwise, he can get that money from the
8 lawyers, and that would be certainly to his advantage or
9 benefit.

10 MS. CURTIS: Are you talking about my brother Carl?

11 THE COURT: Yes. I said Curtis. I meant Carl. I
12 apologize. You can see I'm struggling here.

13 MS. CURTIS: Too many C's.

14 MR. VIE: For the record, is it 90 days, Your Honor?

15 THE COURT: Yeah. I said we should try to wrap this
16 up in 90 days, but I believe that if I appoint -- and you can
17 suggest someone. I don't know if you know someone. Just
18 give me a couple names. If not, I will designate someone to
19 do this and enter an order to that effect.

20 It may be that because of the lack of trust
21 that it may not need to be, unless both of you are
22 designating somebody that you can agree upon, it may be
23 better for me to have some person independent of the sides
24 unless you all can agree upon the person or firm that should
25 take care of this business.

1 MR. VIE: So we will get together and try to arrive
2 at an agreed CPA that could provide the accounting the Court
3 requests.

4 THE COURT: Sure. And we have a lot of them here in
5 Houston just like we got -- I don't know anybody in
6 California, but I want somebody I have got some jurisdiction
7 over.

8 MR. VIEW: So if we're unable to do so we'll notify
9 the Court we were unable to reach an agreement?

10 THE COURT: Sure. And you need to do that by the
11 end of the week.

12 MR. VIEW: Yes, Your Honor.

13 THE COURT: You are going to be here what, today?

14 MS. CURTIS: I leave at 4:00 o'clock.

15 THE COURT: 4:00 o'clock today. Well, then you need
16 to talk fast and see if you all can agree. Maybe you should
17 talk over lunch. That way you can kind of size each other
18 up. Eating together sometimes brings out good things.

19 And so, if you will do that by the end of the
20 week, I will then prepare an order entering a temporary
21 retraining order against the expenditure of any funds.
22 Notice will be not just to you but to you in terms of Anita
23 because I think she holds the purse in this situation. If
24 there is any money to be paid to anybody up in Utah or
25 anyplace else, she would be person who would authorize it or

1 do it.

2 The accountant isn't do it, as I understand it,
3 right?

4 MR. VIE: No. He is just preparing the necessary
5 documents.

6 THE COURT: Right. So the purse strings here in
7 Houston, she can certainly prepare through you whatever
8 documents are necessary for parties to be paid.

9 MR. VIEW: Yes, Your Honor.

10 THE COURT: And then hopefully that report can get
11 done in 30 or 40 days, and then we can have a hearing. If
12 there is some dispute about summary areas of the report, we
13 can have a hearing about that. If there is a memorandum or
14 recommendation as relates to how to go forward with this
15 "asset trust," that is the distribution, we can do that.

16 If the parties can reach an accommodation as to
17 how those assets ought to be dealt with, how silent a trust
18 and they all sign off on it, we can do that. It's just a
19 matter of how you want to do it. The trust is not going to
20 control unless you want it to control at this point.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Under the circumstances, it seems to me
23 there's going to be a continuous bickering and mistrust.

24 Anything else?

25 MS. CURTIS: No, Your Honor.

1 MR. VIEW: No, Your Honor.

2 THE COURT: Let me have Ms. Anita Brunsting come
3 forward.

4 Good morning. Did you drop something on your
5 foot?

6 MS. BRUNSTING: I broke my foot.

7 THE COURT: Raise your right hand.

8 Do you solemnly swear or affirm that any
9 testimony you will give in this case will be the truth, the
10 whole truth, nothing but the truth so help you God?

11 MS. BRUNSTING: I swear.

12 THE COURT: You've heard the discussion here in the
13 courtroom, have you not?

14 MS. BRUNSTING: (Indicating in the affirmative.)

15 THE COURT: And I know that you have got counsel,
16 and you can speak with him about the implications and
17 concerns that the Court has about making sure that the assets
18 are accounted for. And you certainly can work through him on
19 any matters that you need to address to the Court. And, of
20 course, counsel understands that he is to communicate both
21 with the Court and with Ms. Curtis on any matters that he is
22 presenting to the Court.

23 Is there any question about anything I have
24 said -- I don't mean disagreement because you can certainly
25 disagree with me about anything -- but is there any question

1 that you might have about anything I've said that you need me
2 to answer, or certainly you have your attorney present.

3 MS. BRUNSTING: I need the trust account to pay.
4 I've got the forms from the CPA. Can I move forward on that?

5 THE COURT: I think you should probably file a short
6 motion and simply serve a copy of it on opposing counsel, Ms.
7 Curtis, and forward it with a short order to me, and that
8 wouldn't be a problem. This should be based upon the tax
9 forms.

10 MR. VIE: Yes, sir.

11 And in terms of notice to the Court -- I'm
12 sorry, not notice to the Court, the Court directing notice,
13 do I notify the other beneficiaries?

14 THE COURT: Absolutely.

15 MR. VIE: Okay.

16 THE COURT: Even though they're not a party, they
17 are beneficiaries and we should keep them in the loop.

18 MR. VIEW: I just wanted to bring that up.

19 THE COURT: Yeah. Should be in the loop because it
20 doesn't make sense for us to have to go back and pull them
21 forward a month.

22 MR. VIE: I will prepare appropriate submissions for
23 payments that I would like. If the Court will approve it,
24 then the trustee will make the payments.

25 THE COURT: Are these to be paid on or before April

1 15th or is there another cycle?

2 MS. BRUNSTING: No, by April 15th.

3 THE COURT: All right. So either they will get to
4 me on Thursday or whatever, and I'll sign off on them, on the
5 motion and the order, and that shouldn't be a problem.

6 You are not going to have to liquidate any
7 assets to deal with that, are you?

8 MS. BRUNSTING: No. We have a checking account with
9 enough that I can pay it.

10 THE COURT: Right.

11 MS. BRUNSTING: What about any incoming? The farm
12 is rented, so we get a check twice a year.

13 THE COURT: Your function and role is to make those
14 deposits as they come in.

15 MS. BRUNSTING: So I can continue to deposit them?

16 THE COURT: Continue depositing. All I am trying to
17 do is control the outgo. What comes in as an expense is what
18 counsel needs to see, and they have a proper and appropriate
19 motion.

20 And if these things come in -- if this is a
21 once a month kind of sit down and write out the bills kind of
22 thing, then that's the way he should probably handle it. At
23 some point just sit down and you prepare a list of things
24 that you need to have done and certainly provide the forms or
25 whatever you need.

1 MR. VIE: Yes, Your Honor.

2 MS. BRUNSTING: Okay.

3 THE COURT: All right. Thank you very much.

4 All right, counsel. That's all I have. And
5 I'll prepare an order and get it out perhaps by tomorrow
6 afternoon. There should not and in my opinion will not need
7 to be a bond posted. These are parties of equal status as it
8 relates to the assets, so no bond is going to be required.

9 I think, Ms. Curtis, you need to follow my
10 advice. At some point consider getting an attorney, someone
11 you trust to work with you, all right.

12 Okay. Thank you very much.

13 MR. VIE: Thank you, Your Honor.

14

15 (Conclusion of Proceedings)

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CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

RV

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Stan Stanart
County Clerk
Harris County

NO. 412.249-401

PROBATE COURT 4

No service Requested

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

CARL HENRY BRUNSTING, § IN PROBATE COURT
individually and as independent §
executor of the estates of Elmer H. §
Brunsting and Nelva E. Brunsting §

vs.

ANITA KAY BRUNSTING f/k/a §
ANITA KAY RILEY, individually, §
as attorney-in-fact for Nelva E. Brunsting, §
and as Successor Trustee of the Brunsting § NUMBER FOUR (4) OF
Family Living Trust, the Elmer H. §
Brunsting Decedent's Trust, the §
Nelva E. Brunsting Survivor's Trust, §
the Carl Henry Brunsting Personal §
Asset Trust, and the Anita Kay Brunsting §
Personal Asset Trust; §
AMY RUTH BRUNSTING f/k/a §
AMY RUTH TSCHIRHART, §
individually and as Successor Trustee §
of the Brunsting Family Living Trust, §
the Elmer H. Brunsting Decedent's Trust, §
the Nelva E. Brunsting Survivor's Trust, §
the Carl Henry Brunsting Personal §
Asset Trust, and the Amy Ruth Tschirhart §
Personal Asset Trust; §
CAROLE ANN BRUNSTING, individually §
and as Trustee of the Carole Ann §
Brunsting Personal Asset Trust; and §
as a nominal defendant only, §
CANDACE LOUISE CURTIS § HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING'S MOTION FOR PROTECTIVE ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

07222015:0849:PO134

COMES NOW Drina Brunsting, as attorney-in-fact for Carl Henry Brunsting, individually, filing this Motion for Protective Order with regard to improper audio and video recordings produced by Anita Brunsting (“Anita”), as well as additional recordings obviously still in the possession of Anita, Amy Brunsting (“Amy”), Carole Brunsting (“Carole”), and third parties to whom the recordings have been disclosed. In support of this motion, Carl would show as follows:

1. When Anita became trustee, Carl was excluded from distributions from his parents’ trusts. In fact, Carl’s entire family was even excluded from discussions concerning the trusts. But both Carole¹ and Candy told Carl and Drina about what appeared to be improper actions that had been taken. So, on March 9, 2012, before Carl ever filed this action, he requested information pursuant to Tex. R. Civ. P. 202.

2. One thing which had been revealed to Carl was the placement of a GPS tracking device on his wife Drina’s car without her knowledge by an investigator hired to follow her. Carl suspected that recordings had also been made of conversations between one or more of the Defendants and either Carl or Drina, so copies of recordings were also requested in 2012. In light of the GPS tracking device placed on Drina’s car, perhaps it should not be—but it still is—a surprise to learn just how far the recordings went. The recordings, at least the ones which have only recently been produced, included recordings of telephone conversations made without the consent of *either* party to the conversation.

¹ At various times, Carole has taken different positions on whether there was wrongdoing and by whom. It is pretty obvious what causes Carole’s changes of heart. Despite complaining about Anita’s efforts to gain control over the trusts, Carole made video recordings from Carl’s hospital room in late May, 2011 and sent them to Anita and Amy. It can not be a coincidence that on June 15, 2011, Carole received a transfer from Anita of 1325 shares of Exxon Mobil stock. Likewise, it can not be a coincidence that Carole stopped complaining about Anita. This stock transfer, among others, is the subject of Carl’s Motion for Partial Summary Judgment.

07222015:0919:10139

3. In addition to emails between the Brunsting family members, included among the items Carl sought from Anita, Amy, and Carole in March, 2012 were:

- All audio or video recordings of meetings, conversations, telephone messages, or other communications with Elmer, Nelva, or any of the Brunsting Descendants² concerning Brunsting Issues,
- All audio or video recordings of Nelva's execution of any documents.
- All audio or video recordings of evaluations of Nelva's capacity,
- All other audio or video recordings of any Brunsting family member, and
- All investigations made of any Brunsting family member, including any surveillance logs or reports.

4. When Carl made his Rule 202 filing, Anita and Amy hired an attorney, Bernard Mathews, who obtained a continuance of the hearing on Carl's Rule 202 requests by providing Anita's unsupported summary of trust activity and agreeing to provide, on a voluntary basis, what was being sought. Mr. Mathew's email dated April 11, 2012 about obtaining the information sought is attached as Exhibit 1. Mr. Mathews indicated in discussions with Carl's counsel that everything in his clients' possession which had been requested would be turned over. Six days later Mr. Mathews was fired. Attached as Exhibit 2 is the email by which Carl's counsel was notified there would be a change of counsel.

5. Thereafter, when Anita and Amy retained Mills, Shirley LLP as their new counsel, the Rule 202 hearing was again continued as to Anita and Amy, at their new counsel's request, so

² "Brunsting Descendants" was defined in the document to include Candace, Carole, Carl, Amy, Anita, and the children and grandchildren, if any, of Candace, Carole, Carl, Amy, and Anita.

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that information could continue to be gathered. The issue of Carole providing information was not delayed further, however, and an order requiring Carole to provide her information was signed on May 18, 2012.

6. While some documents were ultimately provided by Anita, Amy, and Carole, including a number of boxes made available for review at Mills, Shirley's offices in Galveston, very few emails were produced and no one produced any recordings or investigator's reports. Amazingly, on September 9, 2014 even though actively trying to negotiate a settlement in the case, Mills, Shirley suddenly sought to withdraw from its representation of Anita and Amy claiming that "a conflict had arisen between the parties and the attorneys." The Mills, Shirley withdrawal was allowed on September 18, 2014. At that point, there had still been a lack of production of emails, recordings and investigator's reports.³

7. Anita's current counsel entered his appearance in this matter on November 14, 2014, and Amy's current counsel entered his appearance on December 8, 2014. Through no less than 9 supplemental productions made since Mr. Featherston took over as Anita's counsel, no recordings or investigator's reports had been provided, but emails addressing points Anita wanted to address began to show up as attachments to certain filings (See Anita's Objections to Candace Curtis' Application for Personal Representative filed on March 9, 2015, to which six emails previously unproduced by Anita were attached to obviously cast Candy in a very derogatory light).

8. Then on July 1, 2015, Carl's counsel received an envelope by certified mail from Anita's counsel which enclosed a CD containing supplemental production which had apparently

³ The Defendants continue to just ignore the investigator issues even though there can be no question there was an investigator. Attached hereto as Exhibit 4 are emails exchanged among Anita, Amy, Carole, and Candy about the investigator, including one dated Tuesday, March 15, 2011 in which an investigator's report is said to be expected by the end of that week. (Exhibit 4, page P14675)

07222015:0813:00138

been disclosed, at a minimum, to everyone else in the case. For various reasons, including the July 4 holiday, Carl's counsel was unable to adequately review all the information on the disk when it first arrived. Once the materials had been reviewed, however, it was obvious that the disk contained illegally obtained recordings.

9. The disk received by Carl's counsel on July 1, 2015 contained items which were numbered 5814 to 5840. Included among those items were the following four audio recordings, at least three, and most likely all, of which were made without the consent of either party to the conversations:

- (1) a 43 second phone conversation between Carl and his mother which, according to the file properties, was both created and modified on February 27, 2015⁴ (Brunsting 5836.wav);
- (2) a phone conversation lasting 6 minutes and 44 seconds between Carl and Drina which, according to the file properties, was both created and modified on February 27, 2015 (Brunsting 5837.wav);
- (3) a telephone conversation lasting 19 minutes and 18 seconds between Carl and Drina which, according to the file properties, was both created and modified on April 22, 2011 (Brunsting 5838.wav); and

⁴ Nelva Brunsting died on November 11, 2011, so this could not have been just a copy of the original recording. The larger question raised by the dates on the audio files, however, is why they were not produced long ago. Who recorded them, where have they been, and to whom have they been given? Is this perhaps why Mills, Shirley suddenly had to withdraw? It seems unlikely that there can be a reasonable excuse for why these recordings, all made in 2011 and dealt with by someone again in February of this year, were not produced until July. That is particularly puzzling when on March 11, 2015 Anita filed a Motion to Compel complaining that Carl had not been specific enough about his damage disclosures and had not turned over all of his attorney's fee invoices.

- (4) a telephone conversation lasting 8 minutes and 53 seconds between Carl and Drina which, according to the file properties, was both created and modified on March 21, 2011 (Brunsting 5839.wav).

10. The audio recordings⁵ provide a basis for liability to both Carl and Drina pursuant to the Texas Civil Wire Tap Act found at Tex. Civ. Prac. & Rem. Code, Title 123.⁶ That Act prohibits, among other things, the interception of a conversation transmitted over telephone wires without the consent of at least one of the parties to the conversation, as well as the further disclosure and the use of such intercepted transmissions. Neither Carl nor Drina consented to the recordings or even knew about them. The same is undoubtedly true of the recording of the short conversation Carl had with his mother. These recordings were made improperly, disclosed improperly, presumably have been already used improperly, and are obviously intended to be used improperly in this litigation.

11. Although they have clearly been edited, nothing on these recordings suggests they were somehow found on an answering machine tape at Nelva's house as Anita's counsel claimed to be the case in discussions with Carl's counsel about these recordings. There is nothing on the recordings indicating the involvement of an answering machine. There is nothing on the recordings indicating an answering machine either picked up or ended the call. There is no answering machine message alerting anyone to a recording device. In fact, there is also nothing on the recordings themselves indicating the date on which they were recorded. The other flaw with the answering machine explanation is that when Drina called Carl at his mother's house, an answering machine never answered—a person always did. The timing of the earliest recording together with emails from

⁵ It seems highly unlikely, of course, that these are the only recordings made or that those that have been produced are anything but edited versions of the original recordings.

⁶ The recording, disclosure, and use of these recordings are also felony violations of Section 16.02 of the Texas Penal Code and 18 U.S.C. §2511.

07222015:0913:PO140

that time period make the real explanation for the recordings clear, but very problematic for Defendants.

12. These appear to have been made through a well-orchestrated plan between Anita, Amy, and Carole. Emails reflect discussions among the Brunsting sisters shortly after Carl became ill—both before and after Anita was even trustee—discussing ways to prevent Carl’s access to trust disbursements. (See Exhibit 5). Originally, Candy was also involved in the plan until the explanations she was being given for what was happening stopped making sense.⁷

13. Carl spent some time at his mother’s house in December, 2010 when Drina suffered a herniated disc in her back trying to lift him. Carl’s recovery suffered so badly while he was staying at his mother’s house that Drina was forced to end that arrangement. By that time, the experience of trying to deal with Carl’s sisters had been bad enough that Drina stopped even trying to communicate with them, and Carl only called his mother. Then in early March, 2011, there are emails concerning APS complaints,⁸ investigators, possible guardianship proceedings, and arrangements for a possible divorce between Carl and Drina so that Drina would not be Carl’s natural guardian.⁹ (See Exhibit 6).

14. In March, Carole also did her part to insure both that recordings could be made of Carl and Drina’s conversations without their knowledge and that Drina could be followed by the

⁷ Thus, the only emails which have been shared with Carl are those exchanged before Candy was excluded from her sisters’ scheme.

⁸ The attempt to create problems for Drina with APS had already been frustrated when their APS complaint against Drina was dismissed because, unlike what had occurred when Carl was at his mother’s house, Drina was following medical advice in her care of Carl. (Exhibit 6, p. P14664).

⁹ There were also discussions about how to exclude Carl and Drina’s daughter, Marta, as a potential guardian. Even though Marta had made her concern for her father clear (See Exhibit 7), she was characterized by Anita as having “expressed no interest in taking care of her father” (Exhibit 5, p. P14677).

07222015:0813:P0141

investigator. On the evening of March 10, 2011, Carole went to Carl and Drina's home and approached Drina about having Carl spend time at his mother's home again—allegedly to give Drina a break as Carl's sole caregiver and to give Carl somewhere to go when Drina had to work or had to deal with her elderly father who lived in Beaumont. Drina naively believed Carole's concern to be sincere and agreed to allow Carl to spend some time at his mother's house again.

15. So, in March, 2011 the investigator had already been engaged, and on March 17, 2011, Faustino Vaquera purchased one ICD-OX312 Sony digital voice recorder at Best Buy and a 4200223 3' 1/8" M-M Patch Cable from Radio Shack. Vaquera was reimbursed for the purchase when he included it on his time sheet dated March 18, 2011. The time sheet with the attached receipts is attached hereto as Exhibit 3. That digital voice recorder is capable of voice activation and has 2 GB built-in memory which can be expanded to 16 GB. The earliest recording, based on the properties for the files produced was made at least by March 21, 2011, right after Carole made sure recordings of calls between Drina and Carl could be intercepted by getting Carl back to his mother's house.

16. The CD recently produced by Anita's counsel also included various emails which have suddenly appeared out of some unknown location despite having been requested since March, 2012, including four emails from Carole to Amy and Anita between May 23, 2011 and May 25, 2011 which had attachments containing videos taken by Carole of Carl in his hospital bed after he had an adverse reaction to a medication which was itself life threatening and put him in intensive care at St. Luke's Hospital from May 22, 2011 through May 31, 2011.¹⁰ (Brunsting 5822-5825).

¹⁰ While Carl was at Mentis Rehabilitation, Drina observed a sudden and severe decline in Carl's condition and had him transferred to the St. Luke's emergency room where he was admitted to ICU because of an altered mental status due to medications.

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17. Even a sister's concern would not justify these recordings, but there is no way to confuse these incredible invasions of Carl's privacy as acts of a loving and concerned sister. These occurred while Carl was too ill to resist them and when no one was around to prevent them. After making the recordings on her Android, Carole sent them to herself and to Anita and Amy.¹¹ Candy was again excluded, as one of Carole's emails even confirms. Like the illegal phone recordings, Carl did not consent to these video recordings and even in his incredibly ill state, it was clear he was very uncomfortable with them. Also like the illegal phone recordings, these had never been provided to Carl despite his request for any video recordings in 2012. The properties on the files containing the emails indicate the files were all modified on March 18, 2015. It is inexcusable that these were ever made and that they have disclosed to others while being withheld from Carl since May, 2011, but where have they been since March 18, 2015?¹²

18. This Court must stop Carl's victimization at the hands of the Defendants, particularly those purportedly exercising fiduciary obligations to him. Carl requests that sworn affidavits be provided by Anita, Amy, and Carole specifying the date of every recording made within the categories requested, the party making the recording, the means of recording, the current location of all original recordings and all copies of all recordings, all parties to whom the contents of recordings have been disclosed, and all uses which have been made of the recordings. Carl also requests that all original recordings and all copies of those recordings be turned over to Carl's

¹¹ The recordings appear to have been made by Carole and distributed to Anita and Amy between May 23, 2011 and May 25, 2011. Carole received her transfer of 1325 shares of Exxon Mobile stock from Anita, acting as trustee, on June 15, 2011.

¹² And there has still been no production of the investigator's reports. Yet, as already stated, while withholding this and more, Anita filed a motion to compel Carl to do a better job of responding to requests for disclosure and to provide all of his information on the attorney's fees he had incurred, something which no one else in this case has been required to do.

0722205:0919:0019

counsel. Carl also requests that all copies which have been disclosed to any third parties, including the other counsel in this case, be retrieved and included in those materials turned over to Carl's counsel. Carl also requests that the identity of all investigators hired to follow Carl or Drina be provided, and that all investigator's reports be turned over. Carl also requests that Anita, Amy, and Carole be required to provide sworn testimony of their compliance and that they be prevented from using such recordings for any purpose, including in this proceeding.

WHEREFORE, PREMISES CONSIDERED, Carl Brunsting asks for the relief sought herein and for such other and further relief to which he may be entitled.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

Bobbie G. Bayless
State Bar No. 01940600
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218
bayless@baylessstokes.com

*Attorneys for Drina Brunsting, attorney-in-
fact for Carl Henry Brunsting*

07222015:0913:P0144

CERTIFICATE OF CONFERENCE

Attempts to resolve these issues have thus far been unsuccessful. Discussions are continuing and the motion will be withdrawn if they are resolved.

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 20th day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via Telecopier

Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
via Telecopier

Stephen A. Mendel
Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
via Telecopier

Candace Curtis, *Pro Se*
218 Landana St.
American Canyon, California 94503
via Email

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

07222015:0819:PO145

Exhibit 1

UNOFFICIAL COPY

BaylessStokes E-Mail

From: "Bernard Mathews" <texlawyer@gmail.com>
To: "Bobbie Bayless" <bayless@baylessstokes.com>
Sent: Wednesday, April 11, 2012 2:27 PM
Subject: Producing available documents
Bobbie,

I am having my client go through your 30 page list to let me know what she has, what never existed, what may exist in someone else's control, etc.

To make my response to you easier, can you send me this list (documents to be produced by Anita Brunsting) in Wordperfect or Microsoft Word format?

I am also advised your client was sent a copy of the trust, and the qualified beneficiary designation. as well as an initial asset list in Excel format. Were these provided to you?

Chip Mathews

--

Bernard Lilse Mathews, III
Attorney at Law
Green & Mathews, LLP
14550 Torrey Chase Blvd., Suite 245
Houston, Texas 77014

(281) 580-8100
(281) 580-8104 (fax)

e-mail: texlawyer@gmail.com

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0722015:0819:PO147

Exhibit 2

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BaylessStokes E-Mail

From: "Bernard Mathews" <texlawyer@gmail.com>
To: "Bobbie Bayless" <bayless@baylessstokes.com>
Cc: "Anita Brunsting" <akbrunsting@suddenlink.net>; "Amy Brunsting" <at.home3@yahoo.com>
Sent: Tuesday, April 17, 2012 12:31 PM
Subject: Brunsting matter
Bobbie,

I have been advised that Anita Brunsting and Amy Brunsting are retaining new counsel. Thank you for your courtesies in this matter.

Chip Mathews

--
Bernard Lilse Mathews, III
Attorney at Law
Green & Mathews, LLP
14550 Torrey Chase Blvd., Suite 245
Houston, Texas 77014

(281) 580-8100
(281) 580-8104 (fax)

e-mail: texlawyer@gmail.com

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Exhibit 3

07222015:0918:PO15

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(713)647-6004

Keep your receipt!



Val #: 0422-1046-6045-3089

0216 003 2499 03/17/11 18:22 00005044

1792142 ICDPX312 59.99
ICDPX312 DIGITAL VOICE RECORD
ITEM TAX 4.95
6094193 RZ SILVER 0.00 M
REWARD ZONE PREMIER SILVER
MEMBER ID 0329918420

SUBTOTAL 59.99
SALES TAX AMOUNT 4.95
TOTAL 64.94

XXXXXXXXXXXX0307 DEBIT 64.94
FAUSTINO VAQUERA JR
APPROVAL 132943
REFERENCE NUMBER: 0216003

ALEX,
THANKS FOR SHOPPING AT BEST BUY TODAY!
YOUR REWARD ZONE BALANCE AS OF 03/08/11
POSTED POINTS: 153
Go to MyRZ.com FOR MORE INFO

Congratulations! As an added benefit of
being a Reward Zone program Premier
Silver member, you may return eligible
products up to 45 days from purchase date.

Dear Valued Customer,

To help keep your information secure, we have

products may be printed with the products listed on this receipt.

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(281) 486-9429

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Entered By: 001 (MAR)

4200223 3' 1/8' H-N PATCH CABLE	1	8.39
Subtotal		8.39
Tax	8.25%	0.69
Total		9.08
Credit Card		9.08
Change Due		0.00

Acct# XXXXXXXXXXXX0307 H
Card Type VI
Trans 12887148
Auth# 161235 9.08
Host Captured Y

The card holder identified hereon may apply the total
amount shown on this receipt to the appropriate account
to be paid according to its current terms.

I agree to pay above total according to card issuer
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Brunsting004570

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0722015:0813:P0152

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Exhibit 4

COPY

0722015:0819:PM:59

From: Amy Tschirhart
To: Candy Curtis
Subject: Phone number
Date: Saturday, January 08, 2011 7:34:13 PM

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

P14660

07222015:0613:P0154

From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: PI
Date: Thursday, February 03, 2011 3:57:21 PM

I drove by their house today on the way home and their plants were covered.

--- On **Thu, 2/3/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: PI
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, February 3, 2011, 9:56 AM

I think we should hire a PI to "find" Carl. If he's at home, he's got to come out sooner or later. If he's in a facility, Drina will have to come out to visit him sooner or later. The problem is, no one knows when these comings and goings will occur and it could cost a lot of money to find out. It's entirely possible that Drina has put him in a facility that is covered by insurance. This makes sense because there have been no requests for money and Carl hasn't called anyone but Mother since he left her house. In any event we have to find out what is going on. If he's in a rehabilitation facility we can celebrate, but she could have stuck him in a nursing home, where none of his needs will be addressed and they will keep him doped up all the time.

The more legwork we do, the cheaper the PI will be. Any ideas on how to find out when his therapy appointments are? If the PI can film him leaving the house and entering the facility we would be able to assess his physical condition and possibly his mental state. If he's in a facility somewhere the PI would have to catch her leaving the house on her way to visit him and if she leaves she could also be going shopping, etc. I would be willing to call rehab facilities if necessary.

I don't want to let too much more time lapse before we find out.

P14665

07222015:0913:10155

From: Anita Brunsting
To: "Candace Curtis"; "Amy"; "Carole Brunsting"
Subject: RE: Conference Call Info
Date: Tuesday, March 15, 2011 3:45:57 PM

I'm pretty open all week.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Tuesday, March 15, 2011 3:10 PM
To: Amy; Anita; Carole Brunsting
Subject: Conference Call Info

I have a conference call account here at work that I am allowed to use for personal business. We can schedule a time to talk and catch up on what's happening. This saves numerous text messages, phone calls, and emails.

Call 1-866-212-0875 and when it asks you for the "participant" pass code enter 132003#

Maybe we can try it towards the end of the week or on the weekend, after someone gets an activity report from the PI.

Love you guys,

C

P14675

17-20360.581

07222015:0913:PO156

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; Candace Curtis
Subject: Re: guardianship assessment form
Date: Friday, March 18, 2011 8:40:41 AM

They are there right now according to the PI. And Michael took him on Wednesday.

--- On **Fri, 3/18/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re: guardianship assessment form
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
Date: Friday, March 18, 2011, 10:33 AM

Do you know if he went to therapy at all this week?

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Candace Curtis <occurtis@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>; Amy Tschirhart <at.home3@yahoo.com>
Sent: Fri, March 18, 2011 8:26:05 AM
Subject: RE: guardianship assessment form

we're continuing the pi over the weekend or unless it looks like she's headed toward Beaumont - will also use him through next week. \$750 is for the lawyer's (Cole) initial consult not a dr. If she divorces him then someone needs to sue for guardianship - Marta would be considered next in line by the law, but if she doesn't sue for it then I don't think she'd be considered. If Drina gets him to sign divorce papers that give him any less than 50% of their assets then a guardian can countersue her to recover those.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Friday, March 18, 2011 10:20 AM
To: Anita Brunsting; Carole Brunsting; Amy Tschirhart
Subject: Re: guardianship assessment form

\$750 an hour FOR WHAT? The woman is abusing him and negligent in his care. Have they been out even one time this week? Last I heard, Monday and Tuesday there was no activity other than a visit from Marta. APS said that once they confirmed she was following doctor's orders, they closed the case. If the instructions were 3 times a week and he hasn't been, or only goes once or twice, SHE IS NEGLIGENT, and they better reopen it or start a new one. Let me know if you want me to call.

Any doctor who has seen Carl would most likely say NO to all of the questions. I would, just based on past phone conversations with Carl.

What if Drina files for divorce? Would that be abandonment? Would the trust even be an issue if SHE divorces him?

If I could have anything I wanted for Carl, I would have him assessed by the neuropsychologists at the place I found in Houston. I don't know if he could handle long periods of testing, but he has got to get some cognitive brain function back OR HE WILL NEVER EVEN BECOME CLOSE TO WHOLE AGAIN. It's a good sign that his

P14679

07222015:0019:PO157

behavior has improved, but is it because she beats him with a stick and mentally assaults him to get him to act right?

Maybe guardianship is the wrong approach. Maybe we should go after Drina and have her declared incompetent to care for him, or criminally negligent for not obtaining proper rehabilitation. There has to be a reason why she doesn't want her husband of almost 30 years to recover.

Let me know if he will be staying at Mother's again over the weekend. If so, we might want to extend the PI over the weekend so we can see what the hell she does. The more "evidence" we can amass, the better.

Love you guys,

C

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Carole Brunsting <cbrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>; Amy Tschlrhart <at.home3@yahoo.com>
Sent: Thu, March 17, 2011 2:18:05 PM
Subject: guardianship assessment form

Just thought you'd find this interesting, this is the form that we'd have to have a physician use to assess Carl and possible a MHMR psychologist as well. I just thought it would give you an idea as to what they're looking for - Carl definitely fits the bill -

Just fyi, you may have already known this.

Anita

P14680

17-20360.583

07/22/2015 08:13:40 PM

Exhibit 5

UNOFFICIAL COPY

0722015:0819:PO158

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; occurtis@sbcglobal.net
Subject: Re: Carl's medical bills
Date: Tuesday, August 17, 2010 7:37:48 PM

<http://www.nytimes.com/2009/03/14/health/14patient.html>

Another good article about negotiating down the bill. Drina needs to treat this as if the trust money does not factor in. It should be months before she sits down to make even one payment.

--- On **Tue, 8/17/10, Carole Brunsting <cbrunsting@sbcglobal.net>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Re: Carl's medical bills
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Amy Tschirhart" <at.home3@yahoo.com>, occurtis@sbcglobal.net
Date: Tuesday, August 17, 2010, 9:24 PM

<http://www.creditcards.com/credit-card-news/medical-bill-payment-tips-1266.php>

Here is another good article. Why can't she follow this and set up a payment plan and then Mother can help with the monthly payments rather than yank thousands out of the account. I don't think Drina has done any of the steps this article talks about. She should tell the hospital that they cannot pay since Carl is not working and don't even mention the trust.

--- On **Tue, 8/17/10, Carole Brunsting <cbrunsting@sbcglobal.net>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Carl's medical bills
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Amy Tschirhart" <at.home3@yahoo.com>, occurtis@sbcglobal.net
Date: Tuesday, August 17, 2010, 9:08 PM

<http://www.hcvadvocate.org/hepatitis/hepC/GMYHI.html>

According to this Drina may have already reached her out of pocket and may be paying to much already.

This is a good article.

P14251

07222015:0913:PO160

From: Amy Tschirhart
To: Anita Brunsting; Candy Curtis; Carole Brunsting
Subject: Re: CPA's advice
Date: Wednesday, August 18, 2010 1:48:01 PM

Hi,
I just talked to Drina. She is tired of hearing advice (even if it is helpful and right). Basically she's just overwhelmed right now. Her nerves are raw and anything any of us say to her right now is just going to set her off. I suggest just leaving her alone for a little while. The bills aren't going to go away and she will eventually have to deal with them. She may be more receptive to listening then or she might figure out the solution on her own.

Amy

--- On **Wed, 8/18/10, Carole Brunsting <cbrunsting@sbcglobal.net>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Re: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
Date: Wednesday, August 18, 2010, 1:36 PM

That is exactly what the articles I sent last night said. Your credit score is only affected "IF" you stop making payments in the event you have a payment plan set up. Also, it said that she needs to negotiate discounted rates based on their financial statements and leave the trust out of it. Like Candy said, don't even mention the trust. From everything I have read, she can either get some of this written off OR get it discounted and set up a payment plan. If she and Carl cannot make ends meet in the future, then they consider a loan against his inheritance.

I am finding that with GOOGLE, you don't really need doctors or CPA's because all the diagnostic information is online along with accounting advice.

Knowing I am being petty with this statement, why is her father's advice correct and mother is not a straight shooter. Mother was shocked because she did not think the time was right to pay bills, but could not convey that message to Drina.

I grow tired of always being "wrong" in the eyes of Carl and Drina. Again, being petty but then I am just petty. So there.

--- On **Wed, 8/18/10, Amy Tschirhart <at.home3@yahoo.com>** wrote:

From: Amy Tschirhart <at.home3@yahoo.com>
Subject: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Candy Curtis" <occurtis@sbcglobal.net>

P14252

07222015:0913:1616

Date: Wednesday, August 18, 2010, 2:57 PM

Hi,

I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the internet and there are several in Houston.

She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as \$10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.

I called Drina today and told her what Darlene said. She said her father had been telling her the same things. I tried to emphasize that she should not be paying any bills right now, but I don't know if she really understood why. She is overly concerned with her credit score rating. Darlene said that is not that important because they own their house and cars and are not as reliant on credit compared to younger people.

Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing **any** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

P14253

0722015:0919:PO162

From: Carole Brunsting
To: Candace Curtis
Subject: Re: CPA's advice
Date: Wednesday, August 18, 2010 2:18:39 PM

Your so funny! ☹

--- On **Wed, 8/18/10, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
Date: Wednesday, August 18, 2010, 3:49 PM

Just as I said in my email. I also said DO NOT consult an attorney. It's throwing good money away because you have just received free advice and passed it along to her. So, that's what you told her, that's what I told her, and that's what her Dad told her. Is she going to ignore all of us? Drina needs to get her shit together now or she'll be sorry. Carl can come and live with us when she runs off.

--- On **Wed, 8/18/10, Amy Tschirhart <at.home3@yahoo.com>** wrote:

From: Amy Tschirhart <at.home3@yahoo.com>
Subject: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>, "Candy Curtis" <occurtis@sbcglobal.net>
Date: Wednesday, August 18, 2010, 12:57 PM

Hi,

I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the Internet and there are several in Houston.

She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as \$10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.

I called Drina today and told her what Darlene said. She said her father had been telling her the same things. I tried to emphasize that she should not be paying any bills right now, but I don't know if she

P14254

07222015:0913:P0169

really understood why. She is overly concerned with her credit score rating. Darlene said that is not that important because they own their house and cars and are not as reliant on credit compared to younger people.

Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing **any** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

UNOFFICIAL COPY

P14255

07222015:0915:PO164

From: Anita Brunsting
To: "Candace Curtis"
Subject: RE: CPA's advice
Date: Wednesday, August 18, 2010 8:00:01 PM

You couldn't invent a better helpless, narcissistic, stupidly rude character than her. I guess this is why they say "truth is stranger than fiction" I've already been inventing scenarios inside my head that I think she'd be capable of. Maybe we can write a novel about this and make a million dollars when we sell the movie rights :-)

Love, Anita

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Wednesday, August 18, 2010 5:39 PM
To: Anita Brunsting
Subject: RE: CPA's advice

My ears are burning already. LOL If she gets pissed off it will just confirm my opinion that she's a stupid twit who only cares about herself. I know I read too much fiction, but I can imagine her keeping Carl in diapers so she doesn't have to wipe his butt.

Love you lots,

Candy

--- On **Wed, 8/18/10, Anita Brunsting <akbrunsting@suddenlink.net>** wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: CPA's advice
To: "Candace Curtis" <occurtis@sbcglobal.net>
Date: Wednesday, August 18, 2010, 2:48 PM

I agree w/ everything you said. I also like your e-mail to Drina - I hope it really pisses her off.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Wednesday, August 18, 2010 4:20 PM
To: Amy Tschirhart; Anita; Carole Brunsting
Subject: Re: CPA's advice

Drina needs to get a grip. She's overwhelmed with what??? Advice??? We're all saying the same thing. That hole in the sand is just getting deeper. She needs to face reality right now. She should be overjoyed at any little progress from Carl. That joy should mutate into action to secure their future. Her nerves are raw because she refuses to face reality. The four of us have worked our entire lives. We're all single and have had to rebuild our lives and change our values in numerous ways. I don't know about you guys but there have been times when I just wanted to crawl into bed, curl up into fetal position, and sleep forever. If it's not one thing it's another. These times have only made me stronger. I have not been

P14256

07222015:09:09:20165

subjected to any calls from Drina trying to get money from Mother for medical bills. She needs to humble herself a little and tell the truth. I still would not have any sympathy for her, but it would make it easier for me to accept yours.

--- On **Wed, 8/18/10, Amy Tschirhart <at.home3@yahoo.com>** wrote:

From: Amy Tschirhart <at.home3@yahoo.com>
Subject: Re: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Wednesday, August 18, 2010, 1:47 PM

Hi,
I just talked to Drina. She is tired of hearing advice (even if it is helpful and right). Basically she's just overwhelmed right now. Her nerves are raw and anything any of us say to her right now is just going to set her off. I suggest just leaving her alone for a little while. The bills aren't going to go away and she will eventually have to deal with them. She may be more receptive to listening then or she might figure out the solution on her own.

Amy

--- On **Wed, 8/18/10, Carole Brunsting <cbrunsting@sbcglobal.net>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Re: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candy Curtis" <occurtis@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
Date: Wednesday, August 18, 2010, 1:36 PM

That is exactly what the articles I sent last night said. Your credit score is only affected "IF" you stop making payments in the event you have a payment plan set up. Also, it said that she needs to negotiate discounted rates based on their financial statements and leave the trust out of it. Like Candy said, don't even mention the trust. From everything I have read, she can either get some of this written off OR get it discounted and set up a payment plan. If she and Carl cannot make ends meet in the future, then they consider a loan against his inheritance.

I am finding that with GOOGLE, you don't really need doctors or CPA's because all the diagnostic information is online along with accounting advice.

P14257

07222015:0913: P0166

Knowing I am being petty with this statement, why is her father's advice correct and mother is not a straight shooter. Mother was shocked because she did not think the time was right to pay bills, but could not convey that message to Drina.

I grow tired of always being "wrong" in the eyes of Carl and Drina. Again, being petty but then I am just petty. So there.

--- On **Wed, 8/18/10, Amy Tschirhart**
<at.home3@yahoo.com> wrote:

From: Amy Tschirhart <at.home3@yahoo.com>
Subject: CPA's advice
To: "Anita Brunsting" <akbrunsting@suddenlink.net>,
"Carole Brunsting" <Cbrunsting@sbcglobal.net>,
"Candy Curtis" <occurtis@sbcglobal.net>
Date: Wednesday, August 18, 2010, 2:57 PM

Hi,

I talked to the CPA who does my taxes today and asked her what she would recommend. She told me that Drina should talk to an attorney who specializes in debt created by medical bills. Medical bill debt is treated differently than other debt. I did a quick check on the Internet and there are several in Houston.

She said that creditors cannot touch Drina's house or cars. She also recommended not paying any of the medical bills right now. She said to wait until the dust settles, then talk with each company about a payment plan, possibly as little as \$10 a month. She told me that in all likelihood, they would eventually write off her debt as a loss. She said Drina should definitely not touch any retirement or inheritance, or borrow anything against them.

I called Drina today and told her what Darlene said. She said her father had been telling her the same things. I tried to emphasize that she should not be paying any bills right now, but I don't know if she really understood why. She is overly concerned with her credit score rating. Darlene said that is not that important because they own their house and cars and are not as reliant on credit compared to younger people.

Anyhow, I know that Drina is in a hard spot right now, but I honestly think that keeping her from accessing **any** of Carl's inheritance would be in her best interest. It would be a waste to spend it on medical bills and they will need the money in the future. I don't think

P14258

0722015:0013:PO167

that is going to sit well with Drina because she's going to see it as us being tight-fisted with the money. I strongly suggest that if any of us talk to her, we do it as nicely as we can. Acknowledge that the debt is so huge it is unpayable in her lifetime. Encourage her to seek a professional to find the best way to deal with it. Remind her that we want the best for her and Carl in their future and that we are thinking of their best interests.

Love,
Amy

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P14259

07222015:09:13:40:168

From: Amy Tschirhart
To: Candy Curtis
Subject: Info
Date: Friday, March 04, 2011 7:47:04 PM

Hi Candy,
I spoke with Anita about talking to Drina. She is going to work on getting me some numbers so I know what amount is available for Carl. We want to ask Drina to provide us with some documentation of their finances before we decide on what amount she could have on an annual basis. Could you help us make a list of what we need to ask her for?

I was doing some rough calculations. Carl is 53 right now. If he lives to be 85, that is 32 years. If he inherits \$300,000, he could receive \$1386 per month assuming that the account earned an average of 4% per year. That is no where near what Drina is expecting to get.

Call me if you have any questions or comments. Thanks.
Love, Amy

P14668

07222015:0819:PO169

From: Amy Tschirhart
To: Candy Curtis; Carole Brunsting
Subject: Number crunching
Date: Friday, March 04, 2011 8:06:02 PM

Hi Candy and Carole,
We are trying to determine the amount of money that Carl can withdraw from the trust. It's hard to determine this since there are so many variables - we don't know how much Mom is going to need for her care, we can't predict the future value of assets, etc. I did some rough number crunching, just so we'd have some place to start. I sent these numbers to Anita and I thought you might have some input about them as well.

If we assume that Carl inherits \$300,000, he lives to be 85 (32 more years), and the account earns an average of 4% interest over the lifetime of the fund, Carl could withdraw \$1386 per month and have enough money to last.

If it were possible for him to inherit \$500,000, he could withdraw \$2310 per month for the rest of his life.

Just to put things in perspective, to receive the \$4000 per month that Drina says they need, he would have to inherit \$865,600, which is not possible. I know if I try to explain this to Drina it will be like talking to a brick wall. It will never be possible to give her the amounts that she wants.

Amy

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P14669

07222015:0919:PO170

From: Amy Tschirhart
To: "Candace Curtis"; "Carole Brunsting"; Anita Brunsting
Subject: RE: New Development
Date: Tuesday, March 08, 2011 9:47:30 PM

I think we need to send two separate letters. One to Drina telling her she can't come in to Mom's house or contact her by phone or email, and the other to Carl regarding money from the trust. The letters deal with different issues and should be directed to the specific person.

I'm trying to think of some verbage for Carl's letter. This is all I have so far:
"If you would like to borrow money against your inheritance to pay for your living expenses and medical care, you may borrow up to \$13,000 per year. To receive the funds, submit bills you would like paid from the trust funds to Anita. She will pay them up to the amount of \$13,000 per year. Please sign the enclosed document indicating that you understand the amount you borrow will be deducted from any possible inheritance you may be awarded in the future."

--- On Tue, 3/8/11, Anita Brunsting <akbrunsting@suddenlink.net> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>
Subject: RE: New Development
To: "Candace Curtis" <occurtis@sbcglobal.net>, "Amy"
<at.home3@yahoo.com>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, March 8, 2011, 7:15 PM

I got the same TM from Tino. I hesitate to promise them anything in writing about money. Rather than a monthly payment, I would rather grant them a certain amount each year, but only through the direct payment of their bills - for example; mom could gift Carl \$13,000/year, but only if they send me the bill statements to pay directly, and only for bills for living/medical expenses - when the trust has paid \$13,000 in bills for the year, that's the end of the money for that year. We could ask them to sign for this money against his inheritance, but then we'd have another form that we'd have to get them to sign (probably notarized), and as we don't know if she's had Carl declared incompetent, the validity of any form he signs might be questionable.

I do like the idea of a letter telling Drina that she may have no contact w/ mom (physical, verbal, visual, phone or electronic means) and she is not to enter mom's house. She can bring Carl to visit mom, but she must remain outside the house - any violation of this letter will be considered harassment and the police will be called if she does not comply. I would also like to add in the letter that Carl's inheritance will be put into a Personal Asset Trust for his care and living expenses - I think this information might be enough to tip her hand.

I would also like to ask Candace, what this letter would do for us legally - like if we did end up calling the police would the letter lend any credence to our case?

P14670

07222015:09:09:2017

I won't do anything until we can come upon an agreement as what to do - I can also write this letter in the role of mom's power of attorney (which she signed last year).

I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care. I told her to "just say No" to Carl or Drina if they brought up the trust or money and to refer them to me. I reminded her that she isn't trustee anymore and doesn't have access to the trust accounts - she seems fine w/ everything, and expressed no desire to put Carl back on as a trustee. I told her that in the event she did that, that it would not be fair to the rest of us, as we would end up having to deal w/ Drina, not Carl. Mom begrudgingly admits to knowledge of the unpleasantness of this whole situation and Drina's past behavior since Carl has been ill, but I think she is really naive regarding the lengths to which Drina may go through to get Carl's inheritance.

From: Candace Curtis [mailto:occurtis@sbcglobal.net]
Sent: Tuesday, March 08, 2011 5:31 PM
To: Amy; Anita; Carole Brunsting
Subject: New Development

Hi All --

I'm sure you've heard by now about today's incident. I received a TM from Tino who said Carl and Drina went over to Mother's today and that I should call Robert, so I did. As we were talking he kept remembering things that had been said. I told him to write that stuff down because it was all important and all of us need to know what was said.

The time has come to deliver the news to Carl and Drina. Please put your heads together and quickly calculate what CARL would receive monthly for the next 30 years. Since you cannot be sure they receive the information if you email it, and you cannot reason with the moron on the phone, certified mail return receipt requested is the best way to send the information. Put in your correspondence that the first check will be sent on such-and-such date. You can offer to automatically put the \$\$\$ into their account each month.

It's that simple. Once that is done we can all wash our hands of it and just wait and see how it plays out.

I know we would all like to have some visitation and/or phone privileges, but, frankly, the only condition should be that they have to stay away from Mother. I suspect she might actually run off when she realizes that she will have to make some major changes. She probably tells Carl that she WILL

P14671

07222015:0819:P0172

leave if he can't get his money, causing extreme duress and mental stress. The bitch told Mother that Carl worries about the money all of the time, day and night. I still don't think he has regained much cognitive reasoning, so whatever he worries about and says must come from her. We can continue to hope that one day Carl will recover some of his brain power. Maybe he'll wake up one morning and she'll say something hateful about his family and that will be it. Bye, Bye Drina.

I understand Mother has actually gone without her oxygen bottle attached for a couple of hours here and there. Robert said she was a little upset after the visit. This breaks my heart. She said something to Robert about never having children. It is unfair to Mother to even allow Drina in her home. If there's a next time Robert or Tino should make her wait in the car.

After you have written the letter to Carl (I wouldn't even put Drina's name on it), one, two, or all of you should meet at Mother's to show her the letter before Carl and Drina have a chance to start harassing her over the contents of the letter. It's really not an option for Carl to submit bills to be paid and Mother has spent enough of her own money on his care already. Just give him his monthly stipend and let them worry about how they are going to live within their means. It is what it is.

Call me with your thoughts. ...

Love you all,

C

P14672

0722015:0919:PO179

Exhibit 6

UNOFFICIAL COPY

07222015:0813: P0174

From: Carole Brunsting
To: Candace Curtis
Subject: Re: APS
Date: Thursday, January 20, 2011 7:10:10 PM

Carl called Mother tonight, but you probably already know that.

--- On **Thu, 1/20/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: APS
To: fvaquera@hotmail.com, r.cantu1970@gmail.com, "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, January 20, 2011, 10:38 AM

All --

I called Tuy at APS just now. I asked him to go to Carl's house and see with his own eyes that Carl is okay and not cowering in a corner with a dirty diaper. He was unaware that Carl had gone home last Friday, although I called him last Friday and told him. He keeps reiterating that he has talked with everyone and does not see any sign of medical neglect. I explained that another concern is that he is being abused in other ways, since no one has heard from him in almost a week. He has agreed to go to their house, although he would not give me a date certain. I'm going to call him again towards the middle of next week. If he has not gone over, and we still have not had any type of contact from Carl or Drina, I will escalate this to the next level and speak to Tuy's supervisor.

Later,

C

P14664

07222015:0819: P0175

From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: Newest Developments
Date: Thursday, March 10, 2011 1:40:44 PM

After I get off work I am going to pick up Tino and go over to Carl's and see if I can get him out of there.

--- On Thu, 3/10/11, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Newest Developments
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, March 10, 2011, 1:04 PM

All --

Please let me know if and when you want me to do something. I will call APS if you think it is appropriate. I guess we're all just waiting to see what happens. In some ways it might have been good to have the PI there when they leave the house to go to the doctor. If she's beating him and screeching at him all the way to the car, etc. we would have it on film to support our case. Maybe we can work this out to finally take over as Carl's guardian(s). Then, if she walks, we can get them divorced due to abandonment and she is out of the picture entirely. If he has enough brain function to call Mother a second time and ask for Marta's number, the light bulbs may be starting to come on in his head. My heart is breaking for him all over again.

P14673

17-20360.601

07222015:0913:PO176

From: Anita Brunsting
To: "Amy Tschirhart"
Cc: "Carole Brunsting"; "Candace Curtis"
Subject: RE: Attorneys
Date: Thursday, March 17, 2011 8:58:52 AM

Talked to Warren Cole's firm ; am waiting on a call back from Burgower and Bosker (the one Vacek gave me).

Cole's rates: initial consult: \$750, hourly rate \$500. He's been practicing for over 35 years. I talked to an associate and after I explained our situation, she said very confidently that he's seen everything and that this case would not be unusual to him. She even started rambling off some procedures that we'd probably have to start w/ - so I felt pretty good about this one - just don't know about the costs.

I've looked all of them up on the Internet, Bosker's only been practicing a little over 10 years, and he's not board cert in anything, so not sure about him - though his firm is family law.

Burgower looks good; she's been practicing since 1985 - family law; teaches at South Texas College of Law ; but I'm waiting on a call back.

From: Amy Tschirhart [mailto:at.home3@yahoo.com]
Sent: Wednesday, March 16, 2011 4:24 PM
To: Anita Brunsting
Subject: Attorneys

Hi Anita,
Here are the two names my attorney gave me. Both are certified Family Law Specialists.
Warren Cole 713-275-4444
Wendy Burgower 713-529-3982

Ken suggested calling Warren first. Is Carol going to contact the attorney or do you want me to? If I do it, I need to know when Carol is available to meet with him. I also would like a list of question from everyone so I can cover all the bases. If you or Carol contacts the attorney, please tell them that Ken Brazle (pronounced Brazz-ul) referred us to him.
Thanks,
Amy

P14676

17-20360.602

22101:6100:5102220
UNOFFICIAL COPY

From: Anita Brunsting
To: "Amy Tschirhart"; "Carole Brunsting"; "Candace Curtis"
Subject: more on attys and guardianship
Date: Thursday, March 17, 2011 2:13:29 PM

<http://www.texasguardianship.org/guardianship.html>

The link above is a good source of info if you haven't seen it yet.

I talked w/ Bret Bosker and he said we needed someone w/ experience in Probate Code, because Probate Court is where guardianship will be argued/decided. I gave him the 2 names of the attys Amy gave and he said they're both excellent (and expensive), but he said he was not sure as to their experience w/ guardianships/probate, but he said we could talk to them about that. He was also going to see if he could find me the name of an atty w/ direct probate experience. So it looks like we have to do 2 steps, 1st get guardianship and 2nd do the divorce if it comes to that. Unfortunately, if you read the website, the spouse is considered 1st in line for guardianship which is why it could be messy to sue for guardianship while they're still married. However, if she plans on divorcing him, then next of kin would be in line and that would be Marta - I think we could talk her out of it as she has expressed no interest in taking care of her father - so after Marta, it would be one of us.

I did tell him that everyone says getting guardianship is expensive, and I asked him "how much is considered expensive" \$50,000 or a million? He said he couldn't answer that, but that the atty we went with should be able to give us an idea.

Still waiting to hear back from Cole and Burgower.

Anita

P14677

07222015:0813:PO178

From: Carole Brunsting
To: Anita Brunsting; Amy Tschirhart; Candace Curtis
Subject: Re: atty for guardianship
Date: Friday, March 18, 2011 11:58:47 AM

I think that Drina has always projected her own family issues onto ours. She was completely distanced from her own family until a year ago when her brother passed away and now she talks about the relationship with her dad like they have been close forever which has not been the case.

She must have had some very bad things happen to her in her childhood and slowly but surely she twisted Carl's mind to go along with everything she did and said. I think you are right that this will have to play itself out to see what she does. She has been waiting for the day she and Carl get the "big" trust payout and then it will be see you later chumps!

--- On **Fri, 3/18/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re: atty for guardianship
To: "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy Tschirhart" <at.home3@yahoo.com>
Date: Friday, March 18, 2011, 1:49 PM

The Brunsting family has never been very demonstrative of their love for one another, but I chalk that up to being Dutch. What I cannot seem to wrap my arms around is the extreme coldness of Drina and Marta. They have always been limp when hugged and hugging is one of the best things in the world. One power hug and all my cares fly out the window. I believe it must be a genetic brain chemical imbalance in Drina's family. She has spent her life with Carl trying to distance HIM from his family and turn him into a cold fish like her. How did she ever get pregnant in the first place? Maybe we should try to get some DNA from Marta and Carl and do a paternity test. Wouldn't it be something if he wasn't her father?????????
LOL

Frankly, as long as the trust is safe, we should probably just let nature take its course and sooner or later we will get Carl out of their clutches and into ours. He might be pissed off for awhile, but I have some small faith that once he can reason better he will see that we only seek what is best for him in the long run BECAUSE WE LOVE HIM. Once he is able to reason and be reasoned with, and has regained some control of his life, if he chooses to go back to his moron wife and their moron spawn, I will mourn him as if he were dead. Until such time I will assume that, somehow, at some point in his recovery, he will realize how miserable the bitch has made his life. He might see that all she has ever cared about is money and how to avoid having to go out and earn some.

If asked, Carl would probably say no to coming out here to live with us, even though it might be the very best thing for him. He should never feel like he has been "dumped" on anyone. I think he would have a lot more stimulation out here. He does love the Bay Area and after a short time he might gain some real incentive to

P14681

0722205:09:19:2017

get well.

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Carole Brunsting <cbrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>; Amy Tschirhart <at.home3@yahoo.com>
Sent: Fri, March 18, 2011 8:59:24 AM
Subject: atty for guardianship

Ok, I think I may have found an atty who could handle the guardianship issue. She was recommended to me by the Burgower firm that Amy's lawyer had given her - the Burgower firm does not do guardianship cases. This atty's name is Ellen Yarrell; her offices are in the Galleria area; she charges an initial consult fee of \$350 for 1 hr of her time, and probably requires a retainer of \$2000. Her paralegal (Elizabeth) said that she's handled cases like this before (where an impaired person has been divorced by their spouse). I asked about the expense and she said that Yarrell could give us a better idea after the consult and it depends on whether the guardianship would be contested (so that depends on whether we fight Drina now, or wait to see if she'll divorce him and then we're facing Marta (if she pursues it)). I got the feeling that "expensive" meant more like \$50,000 not \$1 million.

I thought of another plus on our side if Drina divorces him - Drina will probably expect him to come live w/ mother - so if he's w/ us and not his daughter that lends more credence to our side for guardianship (possession is 9/10's of the law?).

I also talked to mom last night and told her what was going on. I asked her if she was ok w/ using her money to pay for Carl's legal fees and of course she said yes.

P14682

07222015:0819:10180

From: Carole Brunsting
To: Amy; Anita; Candace Curtis
Subject: Re: Mentis
Date: Wednesday, April 27, 2011 7:24:00 PM

Drina confirmed that Carl is supposed to be going there on May 11th or 12th. Shamika took him to the driving range yesterday and he hit a bucket of balls and seemed to enjoy it. Tino and I may take him golfing on Friday. Carl is still not sleeping more than a few hours each night so maybe this place can fix that for him.

--- On **Wed, 4/27/11, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Mentis
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Wednesday, April 27, 2011, 1:14 PM

All --

I just finished reading the Mentis information on their website. WHAT A WONDERFUL PLACE. Reading about it brought tears to my eyes. This is the type of facility we have all been pushing for since Carl got out of TIRR. Carole, you even suggested that this is where TIRR recommended Carl go when he left there. If this is true, Drina did not and is NOT following orders. If that moron had hooked up with these people from the get go, she wouldn't be experiencing the meltdowns and Carl might be halfway to good as new. It would have saved the tremendous amount of money spent on caregivers. Once he is released from Mentis he most likely would be able to go home and live on his own, with or without the moron. He still has his family as support, despite all the water under the bridge today.

Please, please, please let me know if there is anything I can do to help get him in there. I will contact APS again if you can give me any new facts to report. If Carl could be evaluated by a real neuropsychologist and not the moron's own shrink, I believe the Mentis (or similar) recommendation would be reiterated and then, if she failed to follow doctor's orders AGAIN, we would have our evidence for APS.

Review of the previous APS fiasco leads me to believe that Drina was following doctor's orders of the doctors SHE chose for Carl - none of which were appropriate for his situation. He should have his own personal neurologist/psychiatrist who would have been seeing him regularly, in or out of a facility. With the moron sailing the ship Carl has been denied even basic medical care.

Amy and I talked about me kidnapping Carl and bringing him home with me. As silly as this sounds, it is still an option. I am sure there are equitable facilities here in California. The difficulty would be getting the insurance information out of the moron and keeping me out of prison. The moron is the one who should be in prison - seriously. If the homeless woman who used her friend's address to put her child in a good school gets 20 years in prison and a \$1,000 fine, it will be a travesty of justice. I have no doubt this will happen, so how is it that the moron can get away with real

P14686

07222015:0919:PO1BI

crimes against her husband, that may ultimately cause his demise, and not have to answer for it in court?

C

P14687

07222015:0813:P01B2

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Exhibit 7

07222015:0813:PO183

From: Marta Brunsting <sweetpalge2083@yahoo.com>
To: Candace Curtis <ccurtis@erscorp.us>
Sent: Thu, January 13, 2011 3:01:30 PM
Subject: Re: Your Dad

Dad has seen several doctors the past couple months, including the Chief of Neurology and Chief of Rehab at St. Luke's hospital. The Chief of Rehab has written an order for him to attend outpatient therapy. Mom is following up on that now and he will go as soon as insurance approves it. He is gaining weight, sleeping better and his anti-depressant seems to be helping his outlook on things. He also has an appointment to see a psychiatrist that was recommended by both of the doctors at St. Luke's.

His condition is very complex and changes constantly. This has been the worst 6 months of our lives and we are mourning a living man who was our father and husband. He has improved, but this has been and continues to be a slow and very painful process.

There is no simple solution to this. He claims while at his stay at TIRR, (which is supposed to be one of the best rehab hospitals in the country), that he was abused by the night staff. Of course, they denied any mistreatment that and we had no actual proof. While at TIRR, he got hooked on prescription medications, didn't sleep at night and had hospital aquired infections one right after the other.

He will not be staying with your mother any longer. He is coming home and HIS FAMILY will figure out what next steps we need to take to get him better.

I find it hard to believe that any of you actually care about his welfare. All this family knows how to do is gossip, back-stab and conspire against one another. It is all completely sick and dysfunctional. Someone called Adult Protective Services on my mother and I don't doubt that it was one of your sisters. Anita called CPS on Amy years ago because she felt she was an unfit mother. If it were not for my dad telling Anita that she had made a terrible mistake, Amy might not have her kids. To my knowledge, Amy is not even aware of this.

You have not been down here for any of his recovery.

You have not spent endless hours with him in ICU and the hospital.

You have not witnessed the change in his mental & physical state as well as his personality.

P14661

No one wants him back more than my mom and I.

I am not answering any more emails or phone calls. This is harassment.

--- On Wed, 1/12/11, Candace Curtis <ccurtis@erscorp.us> wrote:

From: Candace Curtis <ccurtis@erscorp.us>
Subject: Your Dad
To: sweetpaige2083@yahoo.com
Date: Wednesday, January 12, 2011, 5:25 PM

Dear Marta, Happy New Year! I hope you, Ryan and your beautiful daughter are doing well. All of the California clan are looking forward to a great 2011. Being so far away from the situation with Carl has its advantages and disadvantages. I only know what people tell me and what I can gather from the brief, infrequent, phone conversations I have with Carl. I am sick to death by what I have been hearing since Carl was stricken with encephalitis MORE THAN 6 MONTHS AGO. My concern stems from the fact that Carl is not receiving the care and rehabilitation he needs to get his life back. He is floundering, literally and figuratively, and NO ONE seems to have the time, energy, or wherewithal to make the next phase of rehabilitation happen. Carl cannot do it alone, even if he wants to, which apparently he doesn't. Consequently, he needs to be in a facility, RIGHT NOW. The longer he goes without a neuropsychological evaluation and proactive rehabilitation and therapy, the harder it will be for him to recover his brain function. I care very deeply about my only brother and find that I can no longer just stand by and wait for someone to move forward in getting him the help he so desperately needs. Unfortunately, without a court order, my hands are tied. In my very narrow view, it appears that the rest of the family, including your Mother, cares only about money and how others live their lives. I WANT MY BROTHER BACK. I WANT YOU TO HAVE YOUR FATHER BACK. I WANT HALEY TO BE ABLE TO ENJOY HER GRANDPA. I WANT YOUR MOTHER TO HAVE HER HUSBAND BACK. I WANT YOU TO HELP ME MAKE IT HAPPEN. PLEASE. I know you are busy with work, home, and family. I've been there and done that - twice. I'm only asking for your support in my efforts to get Carl on track to recovery. Carl's future and well-being is ALL that matters to me and I will do whatever it takes to get him back! XOXO, Aunt Candy
Candace L. Curtis
Project Administrator
ERS Corp
1600 Riviera Avenue, Suite 310
Walnut Creek, CA 94596
TEL: (925) 938-1600 x 100
CELL: (925) 759-9020
FAX: (925) 938-1610
ccurtis@erscorp.us

P14662

No. 412,249

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

REPORT OF TEMPORARY ADMINISTRATOR PENDING CONTEST

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

BACKGROUND

The Brunsting Family

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

The Brunsting Family Living Trust

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

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

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

Trustees of the Brunsting Family Living Trust

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

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

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

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

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

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

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

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

(the “Decedent’s Trust”). Nelva Brunsting, as the original Trustee, served as Trustee over both the Survivor’s and Decedent’s Trusts.

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

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

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

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

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

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

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

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

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

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

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

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

The Death of Nelva Brunsting

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

CLAIMS

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

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

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

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

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

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

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

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

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

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

1. Was Nelva Brunsting's December 21, 2010 Resignation of Original Trustee and Appointment of Successor Trustee valid?
2. Were the June 15, 2010 and August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement an inappropriate alteration of the terms of the Trust?
3. Did the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement appoint all of the Trust property?
4. Did the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement revoke the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement?
5. Is the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement effective?
6. Do the pleadings filed by Carl and Candace violate the No Contest Clause and is the No Contest Clause void as against public policy?

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

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

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

NO CONTEST CLAUSE PROVISIONS

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

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

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

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

The Lawsuit of Carl Henry Brunsting in the District Court Proceeding

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

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

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

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

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

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

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

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

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

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

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

DAMAGES

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

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

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

Transfers of Stock

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

	1, 120	Amy
	160	Anita
	160	Candace
	<u>1, 325</u>	Carol
TOTAL	2,765	

675 shares of Chevron stock were transferred as follows:

	135	Anita
	135	Amy's daughter
	135	Amy's son
	135	Anita's daughter
	<u>135</u>	Anita's son
TOTAL	675	



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

Payments To/For Family

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

Payments To Carol for Nelva's Care

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

SUMMARY OF DAMAGES

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

CONCLUSIONS

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

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

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

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

RECOMMENDATIONS

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

**DATA-ENTRY
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7/23/2015 3:31:56 PM
Stan Stanart
County Clerk
Harris County

NO. 412.249-401

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

CARL HENRY BRUNSTING, § IN PROBATE COURT
individually and as independent §
executor of the estates of Elmer H. §
Brunsting and Nelva E. Brunsting §

vs. §

ANITA KAY BRUNSTING f/k/a §
ANITA KAY RILEY, individually, §
as attorney-in-fact for Nelva E. Brunsting, §
and as Successor Trustee of the Brunsting § NUMBER FOUR (4) OF
Family Living Trust, the Elmer H. §
Brunsting Decedent's Trust, the §
Nelva E. Brunsting Survivor's Trust, §
the Carl Henry Brunsting Personal §
Asset Trust, and the Anita Kay Brunsting §
Personal Asset Trust; §
AMY RUTH BRUNSTING f/k/a §
AMY RUTH TSCHIRHART, §
individually and as Successor Trustee §
of the Brunsting Family Living Trust, §
the Elmer H. Brunsting Decedent's Trust, §
the Nelva E. Brunsting Survivor's Trust, §
the Carl Henry Brunsting Personal §
Asset Trust, and the Amy Ruth Tschirhart §
Personal Asset Trust; §
CAROLE ANN BRUNSTING, individually §
and as Trustee of the Carole Ann §
Brunsting Personal Asset Trust; and §
as a nominal defendant only, §
CANDACE LOUISE CURTIS § HARRIS COUNTY, TEXAS

NOTICE OF ORAL HEARING

07242015:1411:P0056

07242015:1411: P0057

PLEASE TAKE NOTICE that a hearing on Carl Henry Brunsting's Motion for Protective Order has been set in the above-referenced matter on August 3, 2015 at 11:00 a.m. in Harris County Probate Court Number Four (4).

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

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Attorneys for Drina Brunsting, attorney-in-fact for Carl Henry Brunsting

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 23rd day of July, 2015, as follows:

Bradley Featherston
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
via Telecopier

Darlene Payne Smith
Lori A. Walsh
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
via Telecopier

Stephen A. Mendel
Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
via Telecopier

Candace Curtis, *Pro Se*
218 Landana St.
American Canyon, California 94503
via Email

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

§
§
§
§
§
§
§
§

IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

PLAINTIFF CURTIS’ RESPONSE TO DEFENDANTS’ NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION AND DEMAND TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODES §§1002, 1003

TO THE HONORABLE PROBATE COURT:

Plaintiff Candace Louise Curtis (Curtis) brings her response to the No-Evidence Motion for Partial Summary Judgment filed jointly by Defendants Anita Brunsting and Amy Brunsting, and will respectfully show that more than a scintilla of evidence exists as to a genuine issue of material fact relating to the existence, authenticity, and validity of an instrument referred to as the 8/25/10 QBD, as hereinafter more fully appears.

TRUST CHRONOLOGY

In 1996 Elmer Brunsting and his wife Nelva Brunsting created The Brunsting Family Living Trust for their benefit and for the benefit of their 5 children (The Trust).

In 2005 Elmer and Nelva restated their trust, completely replacing the original 1996 trust (Restatement).

In 2007 the first and only Amendment to “The Trust” was signed by both Elmer and Nelva, and replaced Amy with Candace as successor co-trustee with Carl (Amendment).

Allegedly, an Appointment of Successor Trustees was executed July 1, 2008 appointing Anita as successor co-trustee with Carl. (7/1/08 AST)

The Brunsting Family Living Trust became irrevocable at the death of Elmer Brunsting on April 1, 2009, pursuant to Article III (B) of the Restatement, and could only be amended by a court of competent jurisdiction.

Upon the death of Elmer on April 1, 2009, The Elmer H. Brunsting Decedent's Trust (DT) was created as an irrevocable trust pursuant to Article III (B) and Article VII (A) of the Restatement, and could only be amended by a court of competent jurisdiction.

Also upon the death of Elmer on April 1, 2009, the Nelva E. Brunsting Survivor's Trust (ST) was created. The ST was revocable and amendable, pursuant to Article III Section (B) and Article VII Section (B)(1) of the Restatement.

On June 15, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (6/15/10 QBD).

On August 25, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (8/25/10 QBD).

Upon the death of Nelva, all of the aforementioned Trusts were to terminate, resulting in the creation of five equal (5) Personal Asset Trusts (PAT), one for each beneficiary.

**OBJECTION NO. 1 ASSUMING FACTS - BEST EVIDENCE REQUIRED
MOTION PURSUANT TO EVIDENCE CODES §§1002, 1003**

There are legitimate questions regarding the existence and authenticity of the 8/25/2010 QBD instrument, as hereinafter more fully appears. Plaintiff Curtis objects to Defendants assuming facts not in evidence, and objects to Defendants' improper attempts at shifting the burden of bringing forth evidence onto Plaintiff(s).

Plaintiff Curtis further objects to the introduction of alleged copies and, therefore, pursuant to Evidence Code §§1002 & 1003, Plaintiff demands Defendants produce only the 8/25/2010 QBD actually signed by Nelva Brunsting, and herein moves the Court for an order that only the original instrument with the wet signed signature page be allowed in evidence on the following ground.

The Allegation of No-Evidence

Defendants' "Joint No-Evidence Motion for Partial Summary Judgment" alleges five (5) blanket no-evidence claims, without reference to a particular petition brought by a particular claimant. Defendants are clearly using the petition brought by Carl Brunsting as Executor of the Estate of Nelva Brunsting, and not the petition brought by Plaintiff Curtis, and do not distinguish although the petitions are plainly distinguishable. Defendants' no-evidence claims are:

1. Nelva's signature on the 8/25/10 QBD was forged.
2. Nelva lacked capacity when she executed the 8/25/10 QBD.
3. Nelva was unduly influenced into executing the 8/25/10 QBD.
4. Nelva was fraudulently induced into executing the 8/25/10 QBD.
5. Nelva executed the 8/25/10 QBD under duress.

Inherent in the first assertion is the notion that Nelva did not sign the 8/25/2010 instrument, while the subsequent assertions are based upon a presumption that Nelva Brunsting did sign the 8/25/2010 instrument, but that the signature was somehow obtained improperly.

Plaintiff Curtis has two pending petitions for declaratory judgement. Only one petition refers to the 8/25/2010 QBD, and it raises ground upon which the 8/25/2010 QBD fails that are not addressed in Defendants' joint motion and, thus, are beyond the scope of this response. However, based upon the five specific no evidence challenges presented, it necessarily follows that the rudimentary division in these 5 contentions is but twofold:

1. Nelva did not sign the 8/25/2010 instrument
2. Nelva signed the 8/25/2010 instrument

If one chooses to believe that Nelva did not sign the instrument, the questions begin with how did the likeness of Nelva's signature and Freed's signature and notary stamp find their way to these papers?¹ A plethora of further inquiries would necessarily follow.

If, on the other hand, one chooses to believe that Nelva did sign the instrument, the subdivisions of inquiry are again twofold:

1. Nelva signed the 8/25/2010 instrument knowledgeably and intentionally
2. Nelva signed the 8/25/2010 instrument, but did so under some form of duress, deception, mistake, or diminished capacity.

Defendants seek to shift the burden onto Plaintiff(s) to prematurely prove the secondary aspects related to the "assumed fact" that Nelva signed the instrument, while at the same time Defendants' motion is quick to say:

"There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD."

¹ The term "these" is plural and was purposely selected as will be shown.

There is also no evidence in the record that suggests Plaintiff Curtis or Plaintiff Brunsting were present when Nelva allegedly executed the 8/25/10 QBD. There is no evidence that Defendant Carole Brunsting was present when Nelva executed the 8/25/10 QBD.

Did Nelva Sign the 8/25/2010 Instrument with Knowledge and Intent?

Defendants insist the 8/25/2010 QBD is valid, but admit they have no personal knowledge of its creation or execution, so what exactly do we know?

Emails attached to Plaintiff's federal petition and affidavit show Plaintiff telling Defendant Carole Brunsting she spoke to their Mother on the phone the day after the October 25, 2010 phone conference², and asked about this August 25, 2010 QBD and what it purports, and that Nelva insisted she did no such thing. Nelva followed that conversation with a hand written note regarding Amy and Anita's claims of being co-trustees for the Plaintiffs' Personal Asset Trusts saying "not true". (Exhibit A)³

Nelva's hand written notecard states:

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

This not true. You'll will get whatever share is yours. If you don't know how to manage money by now it's too late."

Substantial Evidence is Already Before the Court

The Record clearly shows 3 distinctly different "true and correct copies" of the 8/25/2010 QBD, all bearing the likeness of a Nelva signature, a Candace Freed signature and the image of Freed's notary seal, but the three "true and correct copies" do not share the same image of Nelva's signature.

1. In Anita's 156 page objection filed December 5, 2014 the QBD appears at pdf pages 96 through 132 with signature page 37 at p132 bearing bates stamp P229. (Exhibit B_1)
2. In Carole's 133 page objection filed Feb. 17, 2015 the QBD appears at pdf pages 97 through 133 with signature page 37 appearing at p133 bearing Bates stamp P192. (Exhibit B_2)

² Affidavit attached to Curtis original federal complaint Exhibit P-8 filed with this court 02102015:1527:P0074

³ This exhibit was attached to the petition filed in the federal court on February 27, 2012 as Plaintiff Exhibit 16 made a part of the record of this court Feb. 9, 2015 at pages 66 & 67 in Document #BT-2015-45555

3. Curtis original federal court complaint, affidavit and exhibits were made a part of the probate court record on February 9, 2015. In the 601 page pdf document the August 25, 2010 “Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement” (QBD) appears at pdf pages 552 through 588 with signature page 37 at p588. (Exhibit B_3)

Plaintiff Curtis obtained Candace Freed’s notary logs for August 25, 2010 (Exhibit C). These pages show a notary log book that does not conform to Tex. Gov’t Code §406.014.

Based upon the obvious inability of the Defendants to agree as to what “version” of this mysterious 8/25/2010 QBD is the one “true and correct” version, and given that none of them claim personal knowledge of its creation or signing, and given that the notary logs are unusual and no certifiable copy of an “original” 8/25/2010 QBD has been introduced into evidence, certainly there are genuine questions raised as to a material fact regarding the instrument.

It would necessarily follow that questions surrounding the existence of the instrument would precede ancillary inquiries into the validity of the instrument’s authenticity, precede questions addressing the improper purposes the instrument attempts to accomplish, precede inquiries into the opacities created from the instrument’s attempted amalgamation of incompatible powers, and precede any discussion of the instrument’s attempt to improperly merge incompatible trusts.

Defendants’ Background Statement

Defendants’ Motion seeks to mischaracterize the breach of fiduciary and conspiracy to steal the family inheritance suits as merely a “family dispute”. These suits are more properly characterized under the civil law and the laws of equity as fiduciary relationship actions. The questions surrounding Defendants’ actions would also seem to invoke Texas Penal Code considerations, and the fact that Plaintiffs and Defendants are siblings is a secondary premise, having no immediate evidentiary value.

Defendants’ Motion relates the first background part as:

“Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust") Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees”

Defendants are asking the Court to assume facts that are not in evidence and consistently skip from the 2005 restatement to some other place in time. In this instance they skip to the alleged July 1, 2008 appointment (Exhibit D), never once having mentioned the 2007 Amendment. (Exhibit E)

The July 1, 2008 Appointment of Successor Trustees

Defendants' Motion claims:

"This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions related to the 8/25/10 QBD".

The disclosure CD received from the Defendants at the federal injunction hearing April 9, 2013 (more than a year after the federal suit was filed) contained Bates #'s BRUNSTING000001 - BRUNSTING 004922. Defendants claimed they had disclosed and accounted for everything, while Plaintiff continued to allege that known assets of the trust remained unaccounted for, and that true and correct copies of all trust documents in Defendants' possession had not yet been disclosed.

Normally 38 months would be more than ample time for litigants to exchange disclosures and discovery. Despite the fact that Anita's June 4, 2015 interrogatory replies claim it had already been disclosed, it was not until June 25, 2015, the day before Defendants' no-evidence motion was filed, that the Defendants finally responded to Plaintiff's continued requests for disclosure of the alleged 2008 appointment instrument. Defendants even rely on the instrument to assert at page 2 of their Motion:

"In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees."

The claim that Nelva appointed Anita to serve as successor co-trustee with Carl in 2008 is a fact question in dispute, as under the terms of the 2005 Restatement Nelva held no such power. Nelva's power to remove trustees was limited to those she had individually selected. (See Article IV Page 4-2 (Bates P240) Attached as Exhibit F).

De jure, De facto, or Usurper?

In the 2007 Amendment Amy was removed as a successor co-trustee with Carl and replaced by Candace. If Carl or Candace failed to serve the alternate was to be Frost Bank.

Prior to making that change Nelva emailed Candace asking if she would be willing to serve as co-trustee with Carl stating that she thought Candace had a better relationship with her siblings. (Exhibit G)

The 2007 Amendment was the first and only amendment to the trust signed by both Elmer and Nelva Brunsting. After the incapacitation or death of one of the founders, the trust could only be amended by a court of competent jurisdiction. The July 1, 2008 instrument was only signed by Nelva, clearly indicates that Elmer was incompetent, and therefore is invalid.

The trustees for the irrevocable decedent's trust at the death of Elmer Brunsting would be those named by both Elmer and Nelva in the 2007 Amendment to the family Trust, and prior to Elmer's death there were no individual trustee appointments to be changed by Nelva alone.

This sound legal reasoning also applies to the invalidity of the alleged appointments dated August 25, 2010 and December 21, 2010, and the certificates of trust based thereon.

Defendants are not now and have never been de jure trustees for the irrevocable family or Decedent's Trust and defendant's motion disingenuously seeks to avoid any such deliberations.

Objection No. 2 Defendants' Motion is Disingenuous

Defendants improperly use their motion to advance irrelevant allegories. In Defendants' motion at page 3 they claim Plaintiff(s)' Petition(s) for Declaratory Judgment are ground in petty emotions:

"The chief change that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust changed from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the change in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace"

Defendants continue by contending that the focus of their Motion is very narrow and specific:

III. Argument & Authorities

"This motion relates solely to plaintiffs challenges to the 8/25/10 QBD"

Defendants make this claim while simultaneously using their Motion to advance a false thesis, to suggest false conclusions, to assume facts, to falsely claim honorable intentions, and to make numerous assertions about other matters already settled in plaintiff's favor or remaining in dispute, as if those matters were settled and established in defendant's favor.

Defendants' go on to downplay the significance of their Trojan horse as negligible:

*"For plaintiffs, the sole impact is the change in co-trustees from:
(1) Anita and Carl; to (2) Anita and Amy"*

The evidence will, in fact, show the alleged change was from Carl and Candace to Anita and Amy, that the alleged change was improper and that the intended impact on Plaintiff(s) is the one stated in Anita's December 5, 2014 "Response to Candace's Motion for Distribution of Trust Funds".

On page 1 at item 4 Anita says:

"4. If the Court finds the in terrorem clause is enforceable, then Candace and Carl have no right to any distribution from the trust".

In recent interrogatories and requests for fiduciary disclosures returned by Amy Brunsting June 25, 2015, Curtis asks a series of questions regarding the fiduciaries' distribution standards. The questions were taken directly from the Northern Trust Company web site informational area. Defendant's response to the inquiry they renumbered as 15 is telling:

"15. What circumstances should or should not exist prior to a distribution from "the trust"?"

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague.

Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution"

Is it trustees burdened with the fiduciary duties of loyalty and utmost good faith owed to beneficiaries Carl and Candace who are making these claims, or is it conflicted co-beneficiaries who seek to stifle inquiry into illicit conduct? The answer should be obvious.

The manifest impact of this alleged successor trustee "change" is alterations to the trust that could not be done under terms of the trust; actions prohibited by law and by the trust that have been performed and acts required by the terms of the trust that have not been performed and the negative impact of this "change" on the trust has been absolute economic devastation.

Objection No. 3 Defendants' Motion is Vague and Productive Only of Confusion

Plaintiff Candace Louise Curtis objects to Defendants Amy and Anita Brunsting's Joint Motion for No-Evidence Partial Summary Judgment, on the ground that the Motion is vague and misleading.

Relevant to Defendants' Motion, two separate lawsuits were brought by two different plaintiffs, in two different courts, 14 months apart, with separate and distinct claims, notwithstanding the fact that both Plaintiffs' claims involve the same parties, acts and events, or that there are other related lawsuits involving additional defendants and claims.

Defendants' Motion makes numerous assertions while failing to distinguish between the plaintiffs, the lawsuits, or the pleadings, attempting to create some sort of egocentric mélange. This same amalgamation methodology of ambiguity is a fundamental defect of the 8/25/2010 QBD addressed in Curtis' Petition for Declaratory Judgment, but not mentioned in Defendants' Motion at all.

Plaintiffs are siblings not Siamese twins. The records and pleadings in one lawsuit cannot be juxtaposed as if they were the records and pleadings in the other. Using the term "plaintiffs" as a reference, without distinguishing the particular plaintiff, the particular case, or citing to the specific pleadings to which Defendants Amy and Anita Brunsting jointly refer, has created nothing but opacities.

The Proper Party, Case and Declaratory Judgment Distinctions

Plaintiff Carl Henry Brunsting filed suit against Amy, Anita and Carole Brunsting in the Harris County Probate Court, individually and as Executor for the estates of Nelva and Elmer Brunsting, seeking declaratory judgment and accounting, on the same day a hearing was held on Curtis' application for injunction in the federal court, April 9, 2013.

Plaintiff Candace Louise Curtis filed suit against Amy and Anita for breach of fiduciary, in the United States District Court for the Southern District of Texas on February 27, 2012, not raising any issues relating to the 8/25/10 QBD.

Plaintiff Curtis' pleadings in the federal court did not seek declaratory judgement until May 9, 2014, when she filed her first amended petition. Under the federal rules a plaintiff can only amend a complaint with leave of the Court, and only on an application showing the assent of opposing counsel, or a statement detailing efforts to obtain the assent of the parties and

expressing the reasons for plaintiff's inability to do so. This is all in the public record and Plaintiff Curtis would respectfully ask the Court to take Judicial Notice of the Federal Record.⁴

The amendment to Curtis' federal complaint was part of a stipulation approved by Defendants' counsel, as stated in the application for the Court's leave to amend. The stipulation involved a number of concessions and conditions exemplified by: 1) an application for leave to amend; 2) the Amended Complaint; and 3) Plaintiff's Motion for Remand to this Court.

The stipulation for remand involved amending the complaint to: 1) add necessary Party Carole Brunsting; 2) add involuntary Plaintiff Carl Brunsting, thus polluting the diversity required by 28 USC §1332; and 3) the addition of declaratory judgment claims. The remand also included keeping the federal injunction in full force and effect as a condition of the remand.

The petitions for declaratory judgment added by Curtis' first amended petition do not mirror the petitions for declaratory judgment brought by Carl Brunsting.

SUMMARY OF PLAINTIFF'S RESPONSE TO DEFENDANTS' NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendants seek to trivialize several lawsuits involving conspiracy to steal the family inheritance, fraud, breach of fiduciary, co-mingling, self-dealing, and other secreted acts, as if such claims represent challenges to a single document and, more absurdly, a sibling rivalry motivated by petty emotions.

"Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD"

This statement of the record is a gross exaggeration. The 8/25/10 QBD is the object of two separate and distinct petitions for declaratory judgment, brought at dissimilar stages of separate proceedings by diverse plaintiffs.

The several lawsuits were by no means brought specifically to challenge the 8/25/10 QBD, as it is but a small piece in a much larger fraud mosaic.

⁴ 4:12-cv-00592 Candace Louise Curtis v. Anita Kay Brunsting et al Case remanded to Harris County Probate Court No. 4. Kenneth M. Hoyt, presiding, Date filed: 02/27/2012, Date terminated: 05/15/2014, Date of last filing: 05/15/2014

LEX NON COGIT AD IMPOSSIBILIA

The respondent is not required to marshal its proof and need only point out evidence that raises a genuine fact question on the challenged elements.”⁵

The absence of a reliable instrument in evidence forecloses Defendants’ no-evidence challenge as improperly seeking to shift the burden of bringing forth evidence onto Plaintiff(s), who cannot be called upon to prove the non-existence of the asserted fact of its existence.

Plaintiff has shown substantially more than the marginal amount of evidence required to defeat Defendants’ Motion. The burden of bringing forth evidence to establish the existence and validity of an 8/25/2010 QBD rests squarely upon these Defendants, who are the only proponents of the existence, validity and applicability of the instrument.

CONCLUSION

If one of the three exhibits of the 8/25/2010 QBD is a true and correct copy of an original wet signed document, what are the other two exhibits true and correct copies of?

If Nelva knowingly and willfully executed the 8/25/2010 QBD, why does she say in regard to what it purports “this not true”?

Why does the content of Candace Freed’s Notary Log not conform to the requirements of Tex. Gov’t Code §406.014, and why does it contain such unusual line/page anomalies?

If the 8/25/2010 QBD is benign, and merely changes trustee appointments as Defendants claim, why do they cling to it so dearly despite admitting no personal knowledge of its creation or execution?

Unless and until such an instrument can be physically produced and qualified as evidence with declaration as to the full chain of custody, the inquiries into whether Nelva signed the instrument and under what conditions are as moot as discussions of the applicability of the alleged instrument’s content.

Plaintiff Candace Louise Curtis herein affirms, under penalty of perjury pursuant to the laws of Texas that the foregoing statements are true and correct and based upon personal knowledge.

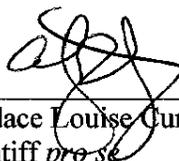
⁵ TEX. R. CIV. P. 166a(i)

Furthermore, references to the record and the attached Exhibits are true and correct references and representations of the things to which they speak.

Plaintiff Candace Louise Curtis has herein presented sufficient evidence in response to Defendants' Motion for No-Evidence Partial Summary Judgment to raise a genuine issue of a material fact. The Court should properly deny Defendants' Motion for the numerous reasons shown, and Plaintiff so moves the Court.

Plaintiff seeks the above judicial remedy and prays for an order for Defendants to pay all costs associated with hearings on their Motion, including Plaintiff's transportation, lodging, meals and legal costs.

Respectfully submitted,



Candace Louise Curtis
Plaintiff *pro se*
218 Landana Street
American Canyon CA 94503
Tel: 925-759-9020
ocurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 13th day of July 2015, to the following via e-service or email:

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

Attorney for Anita Kay Brunsting

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

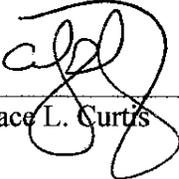
Attorney for Amy Ruth Brunsting

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

Attorney for Drina Brunsting,
Attorney in Fact for Carl Henry Brunsting

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

Attorney for Carole Ann Brunsting



Candace L. Curtis

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

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IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

**ORDER DENYING DEFENDANTS' JOINT NO-EVIDENCE
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Having considered Plaintiff Candace Louise Curtis' Response to Defendants' Joint No-Evidence Motion for Partial Summary Judgment the Court is of the opinion that plaintiff has met her burden and Defendants' No-Evidence Motion should properly be DENIED.

It is so ordered;

SIGNED this _____ day of _____, 2015.

JUDGE PRESIDING

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

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IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

ORDER GRANTING PLAINTIFF’S MOTION TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODE §§1002, 1003

Having considered Plaintiff Candace Louise Curtis’ Motion and Demand to Produce Evidence pursuant to Evidence Code §§1002, 1003, the Court finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff’s Evidence Code Motion should be GRANTED.

Defendants will not be allowed to introduce copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 except by stipulation between the parties or the approval of the Court and must produce only the original instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

JUDGE PRESIDING

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

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IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

**ORDER DENYING DEFENDANTS’ JOINT NO-EVIDENCE
MOTION FOR PARTIAL SUMMARY JUDGMENT AND
GRANTING PLAINTIFF’S MOTION AND DEMAND TO PRODUCE EVIDENCE
PURSUANT TO EVIDENCE CODE §§1002, 1003**

Having considered Plaintiff Candace Louise Curtis’ Response to Defendants’ No-Evidence Motion for Partial Summary Judgment and her Motion and Demand to Produce Evidence Pursuant to Evidence Code §§1002, 1003, the Court is of the opinion that plaintiff has met her burden and the Defendants’ No-Evidence Motion should be DENIED.

The Court further finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff’s Evidence code §§1002, 1003 Motion should be GRANTED. Defendants will not be allowed to introduce any alleged copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 and must produce only the original wet signed instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

JUDGE PRESIDING

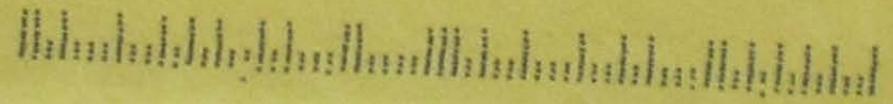
EXHIBIT A

Nelva Brunsting
13630 Pineroak Ln.
Houston, TX 77079

HOUSTON TX TX
AUG 10 PM 2 T



Candy Curtes,
1215 Uginian Way
Martinez, CA
94553



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Hi: Sunday

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

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

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

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

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

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

Aren't those cards pretty? Could get them for me.
(over)

at home I am going to
get a lap desk. I guess
I'm too lazy to sit at the
desk. I usually write while
watching TV at home.

Wish I had your lovely
handwriting. I started out
left handed but my 1st gr.
teacher made me write
right handed so I ~~was~~
~~was~~ blame her.

Hallmark
STATIONERY

CNT3025

© HALLMARK LICENSING, INC.
MADE IN U.S.A.
Hallmark.com

I can't
even read
my own
writing!

Bye now, Love, Mother

EXHIBIT B

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

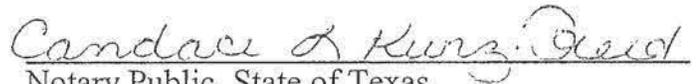
ACCEPTED and effective on August 25, 2010.



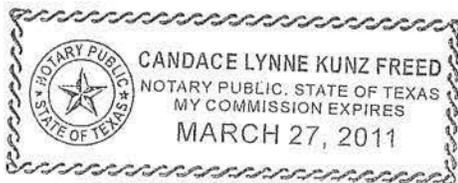
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Notary Public, State of Texas



ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

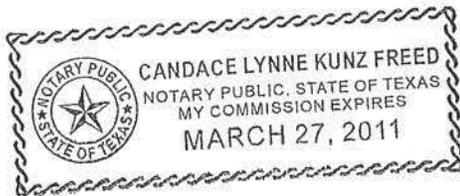
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas



ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

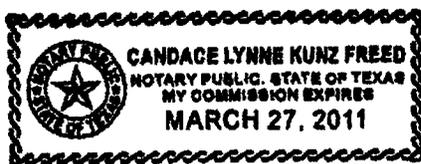
ACCEPTED and effective on August 25, 2010.

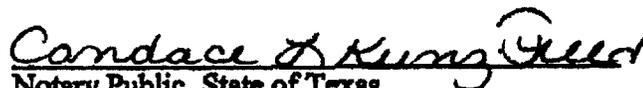


NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.





Notary Public, State of Texas

EXHIBIT C

VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
PAUL J. BROWER
JULIE A. MATHIASON
BERNARD L. MATHEWS, III, *Of Counsel*
*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

January 15, 2013

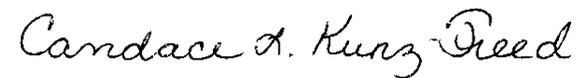
Mr. Rik Munson
218 Landana St.
American Canyon, CA 94503

Dear Mr. Munson:

Per your request, enclosed are copies of my notary pages for book entries dated August 25, 2010 and December 21, 2010. The additional pages you request for dates June 1, 2010 through April 15, 2012 total 24 pages. Please remit the exact fee of \$12.00 for these additional pages, if you so request them. You will need to once again provide a self-addressed return envelope for these additional copies.

Finally, you will find a check for \$8.00 payable to you for the return of the money order you previously submitted, less the cost of the four pages included herein. I am unable to hold these funds on account.

Sincerely,


Candace L. Kunz-Freed

CLF/sp
Enclosures

	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
161	11/22/10	11/22/10		Shelley Crates	X Shelley Crates	14311 Islandwoods Dr, Houston TX 77095
162	11/24/10	11/24/10		Floy Stockdick	X Floy Stockdick	4011 Franz Katy, TX 77443
163	11/24/10	11/24/10		Roseanne Lopez	X Roseanne Lopez	6005 Franz Katy, TX 77447
164	12/1/10	12/1/10		Dr. C.V. Beghtol	X C.V. Beghtol	11434 Valley Spring Houston TX 77043
165	12/9/10	12/9/10		M. Chan	X M. Chan	21326 Rosehollow Houston/Katy TX 77458
166	12/14/10	12/14/10		Irene Kovar	X Irene Kovar	
167	12/21/10	12/21/10		Nelva Brunsting	X Nelva E. Brunsting	13630 Pinerock Houston TX 77077
168	12/21/10	12/21/10		Anita Brunsting	X Anita Brunsting	203 Bloomingdale Cir Victoria, TX 77904
169	12/21/10	12/21/10		Herbert C. McKee	X Herbert C. McKee	8010 Haff St. Houston, Texas
170	12/29/10	12/29/10		Kyung Jacobs	X Kyung Jacobs	8326 Ash Garden Ct. Houston TX 77083
171	12/30/10	12/30/10		J.W. Burns	X J.W. Burns	10806 Inwood Hod. TX 77042
172	1/03/11	1/03/11		Kyung Jacobs	X Kyung Jacobs	8326 Ash Garden Ct. Houston, TX 77083
173	1/26/11	1/26/11		John Sutherland	X John Sutherland	415 Coachman Lane Hou TX 77024
174	1/26/11	1/26/11		Ellen Sutherland Baddi	X Ellen Sutherland Baddi	Podere Binacco 58020 Scarlino (GR) Italy
175	1/26/11	1/26/11		Karen Lee Cook	X Karen Lee Cook	3210 Deer Trail Bryan TX 77807
176	2/9/11	2/9/11		M. Chan	X M. Chan	21326 Rosehollow Ln Katy TX 77458 47-20360.649

Type of Identification <input type="checkbox"/> D.L. <input type="checkbox"/> I.D. Card <input type="checkbox"/> Personally Known <input type="checkbox"/> Credible Witness <input type="checkbox"/> Passport <input type="checkbox"/> Other	Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
Personal Knowledge	HIPAA → PAT TRUSTEES DESIGNATION OF SUCCESSOR TEE Cert. of Tr.	\$ 0	Top of Thumbprint 161	Top of Thumbprint 162
Personal Knowledge	Qualified Benef. Design.	\$	Top of Thumbprint 163	Top of Thumbprint 164
Personal Knowledge	Appt. of Succ Trustees Qualified Benef. Designation	\$	Top of Thumbprint 165	Top of Thumbprint 166
Personal Knowledge	Funding Pkg. COTS(ST)DT, LT (3) Med POA, HIPAA, QBD, APPT SUCC TEE GUARD'S and AC KNOWL.	\$	Top of Thumbprint 167	Top of Thumbprint 168
Personal Knowledge	Amended Affidavit/Oath.	\$	Top of Thumbprint 169	Top of Thumbprint 170
Personal Knowledge	Appt. of Succ Tee Resignation documents.	\$	Top of Thumbprint 171	Top of Thumbprint 172
Personal Knowledge	COT's (3) Acceptance as ^{Succ} Trustee	\$	Top of Thumbprint 173	Top of Thumbprint 174
Personal Knowledge		\$	Top of Thumbprint 175	Top of Thumbprint 176
Personal Knowledge	Beneficiary form for Chase IRA	\$	Top of Thumbprint 175	Top of Thumbprint 176
Personal Knowledge	Birth Certificate Correction	\$	Top of Thumbprint 177	Top of Thumbprint 178
P.K		\$	Top of Thumbprint 179	Top of Thumbprint 179
Personal Knowledge	Farmers Insurance Claim	\$	Top of Thumbprint 180	Top of Thumbprint 180
Personal Knowledge	Trustee Stmt for LT Resignation of Tee	\$	Top of Thumbprint 181	Top of Thumbprint 181
Personal Knowledge	Med POA	\$	Top of Thumbprint 182	Top of Thumbprint 182
Personal Knowledge	Accept of Succ Co Tee COT, Delegation of Auth	\$	Top of Thumbprint 183	Top of Thumbprint 183
Personal Knowledge	Accept of Succ Co Tee Accept of Delegation COT	\$	Top of Thumbprint 184	Top of Thumbprint 184
Personal Knowledge	Funding (PMZ) Med POA; COT's (3) Deed HS, Deed other, Assign PIP.	\$	Top of Thumbprint 185	Top of Thumbprint 185

	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
129	7/22/10	7/22/10	in office	Robert Holmes	X Robert Holmes	13218 Verbena Houston TX 77083
130	7/23/10	7/23/10	in office	Nancy Karistaraux	X Nancy J. Karistaraux	1873 Birchwood Dr. Okemos, MI 48864
131	7/27/10	7/27/10		Carol L. Noyes	X Carol L. Noyes	5206 Summerfield Ln Spring, TX 77379
132	7/27/10	7/27/10		Karen Renee Noyes	X Karen Renee Noyes	13819 CADY COURT HOUSTON, TX 77077
133	7/27/10	7/27/10		Lisa Hanney	X Lisa Hanney	5706 Lone Cedar Kingwood, TX 77345
134	8/3/10	8/3/10	in office	Laurie Godbold	X Laurie Godbold	8148 Willow Forest Dr. Tomball TX 77315
135	8/10/10	8/10/10	" "	" "	X Laurie Godbold	" "
136	8/17/10	8/17/10		Irene R. Goddard	X Irene R. Goddard	1510 Brecky Bend Katy TX 77494
137				Fred Ben Himburg	X Fred Ben Himburg	
138				Patricia Rhea Mullins	X Patricia Rhea Mullins	
139				Suzan Faye Stringer	X Suzan Faye Stringer	
140				Phyllis Himburg Delacro	X Phyllis Himburg Delacro	
141	8/25/10			Nelva Brunsting	X Nelva E. Brunsting	13630 Piping Rock Houston TX 77079
142	8/26/10			Betty Jean Barney	X Betty Jean Barney	8915 Opelika Houston TX 77080
143	9/8/10			Mark R. Yarbrough	X Mark R. Yarbrough	4101 Monterey Ave #1221 Kastin Tx 78749
144	9/8/10			Jeffrey S. Yarbrough	X Jeffrey S. Yarbrough Jr	2617 Piping Rock Tr. Austin TX 78748

Type of Identification		Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
<input type="checkbox"/> D.L. <input type="checkbox"/> Credible Witness	<input type="checkbox"/> I.D. Card <input type="checkbox"/> Passport			<input type="checkbox"/> Personally Known <input type="checkbox"/> Other	
Personal Knowledge		Merrill Lynch DT Merrill Lynch ST	\$	Top of Thumbprint	129 130
Personal Knowledge			\$	Top of Thumbprint	
Personal Knowledge		COT for Noyes Fut	\$	Top of Thumbprint	131 132
Personal Knowledge		COT for Noyes FLT	\$	Top of Thumbprint	
Personal Knowledge		COT for Noyes Family living trust	\$	Top of Thumbprint	133 134
Personal Knowledge		COTS(3) COTS(3) Funding Bks.	\$	Top of Thumbprint	
"	"	Funding forms	\$ —	Top of Thumbprint	135 136
Personal Knowledge		Funding Bk.	\$	Top of Thumbprint	
			\$	Top of Thumbprint	137 138
			\$	Top of Thumbprint	
			\$	Top of Thumbprint	139 140
			\$	Top of Thumbprint	
P.K.			\$	Top of Thumbprint	141 142
Personal Knowledge		QBD, COTS(3) MEDPOA, DGPOA, APPT SUCC TEE DEED	\$	Top of Thumbprint	
Personal Knowledge		SS4 COTS Aff of Heir Mtr. Vehicle (a)	\$	Top of Thumbprint	143 144
Personal Knowledge		SS4 Aff. Heirship for Mtr. Veh. (a)	\$	Top of Thumbprint	

EXHIBIT D

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, 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 "Incompetency" 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.

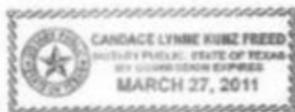
WITNESS MY HAND on July 1, 2008.

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 Kienz 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 July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.
6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.
7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

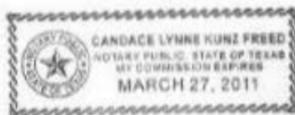
The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.


NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.




Notary Public, State of Texas

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING DECEDENT'S TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLIEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.
3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING DECEDENT'S TRUST. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING DECEDENT'S TRUST is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.
6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.
7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their power over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

 NELVA E. BRUNSTING,
 Founder and Trustee

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Lynne King Freed

 Notary Public, State of Texas



EXHIBIT E

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.



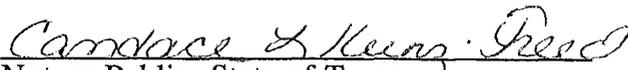
ELMER H. BRUNSTING,
Founder and Trustee



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

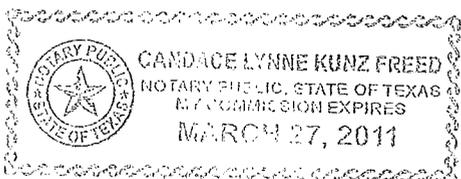


EXHIBIT "A"

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.

EXHIBIT F

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:

EXHIBIT G

From: [Nelva Brunsting](#)
To: [Candy Curtis](#)
Date: Saturday, July 28, 2007 7:16:21 AM

Hi: I have a question for you Candy. Would you be willing to serve as co-trustee with Carl? Amy is on there now but I'm going to take her off because I don't think she is stable enough. I'll think of a good excuse so she won't get her feelings hurt. It might entail a trip or two when the time comes(doesn't that sound ominous???) but you would be paid for your traveling expenses. I think you have a better relationship with your siblings than she. Let me know.

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TRIAL COURT NO. 412,249-401

IN THE MATTER OF : THE PROBATE COURT OF
THE ESTATE OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, : PROBATE COURT NO. 4
DECEASED
- * - * - * - * - * - * - * - * - * - * - * - * -

COURT REPORTER'S RECORD

MOTION FOR PROTECTIVE ORDER

VOLUME 1 OF 1 VOLUMES

- * - * - * - * - * - * - * - * - * - * - * - * -
MORNING SESSION
August 3, 2015

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TRIAL COURT NO. 412,249-401

IN THE MATTER OF : IN THE PROBATE COURT OF
THE ESTATE OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, : PROBATE COURT NO. 4
DECEASED

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BE IT REMEMBERED THAT UPON THIS,
the 3rd day of August, 2015, the above entitled and
numbered cause came on for Hearing on Carol
Brunsting's Motion for Protective Order before the
HONORABLE CHRISTINE BUTTS, Judge of Probate Court
No. 4 of Harris County, Texas; and all parties
appearing in person and/or by counsel, all preliminary
matters having been disposed, and proceedings had, the
following was heard, viz.:

1 **A P P E A R A N C E S**

2

3 **COUNSEL FOR DRINA BRUNSTING, AS ATTORNEY IN FACT FOR**

4 **CARL BRUNSTING:**

5 Bobbie G. Bayless, Esq.

TBA #01940600

6 **BAYLESS & STOKES**

2931 Ferndale

7 Houston, TX 77098

713-822-2224

8 713-822-2218 FAX

9 **COUNSEL FOR DEFENDANT, AMY BRUNSTING:**

10 Neal Evan Spielman, Esq.

11 TBA #00794678

12 **GRIFFIN & MATTHEWS**

1155 Dairy Ashford, Suite 300

13 Houston, TX 77079

281-870-1124

14 281-870-1647 FAX

15 **COUNSEL FOR DEFENDANT, ANITA BRUNSTING-RILEY:**

16 Bradley Earl Featherston, Esq.

TBA #24038892

17 **Attorney at Law**

1155 Dairy Ashford, Suite 104

18 Houston, TX 77079

281-759-3213

19 281-759-3214 FAX

20 **COUNSEL FOR DEFENDANT, CAROLE BRUNSTING:**

21 Kathleen Tanner Beduze, Esq.

22 TBA #24052205

23 **CRAIN, CATON & JAMES, P.C.**

1401 McKinney, Suite 1700

24 Houston, TX 77010

713-658-2323

25 713-658-1921 FAX

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REPORTED BY:

Judith J. Kulhanek, CSR #598
Deputy Official Court Reporter
Harris County Probate Court No. 4
P. O. Box 1633
Waller, TX 77484
(713) 681-6071
(713) 515-0221 (c)

MORNING SESSION

1
2 August 3, 2015

3 - * - * - * - * - * - * - * - * - * - * - * - * -

4 THE COURT: We are here in Cause
5 No. 412,249-401, the Estate of Nelva E. Brunsting,
6 Deceased.

7 We're here on Carl Henry Brunsting's
8 motion for protective order. And present are -- my
9 docket sheet says Neal Spielman for Amy Brunsting --

10 MR. SPIELMAN: Yes, Your Honor.

11 THE COURT: And Brad Featherston for
12 Anita Brunsting-Riley.

13 MR. FEATHERSTON: Present, Your Honor.

14 THE COURT: And then Stephen Mendel --

15 MR. FEATHERSTON: He's with my firm,
16 Your Honor.

17 THE COURT: Okay. I'm sorry. He is
18 not present.

19 And Bobbie Bayless is here for Carl
20 Brunsting and also for Drina Brunsting.

21 MS. BAYLESS: Yes, Your Honor.

22 THE COURT: Candace Curtis is pro se,
23 and I don't see her in the courtroom.

24 And then --

25 MS. BEDUZE: Kathleen Beduze for Carole

1 Brunsting, Darlene Smith left.

2 THE COURT: Kathleen Beduze is here for
3 beneficiary, Carole Brunsting who is here?

4 MS. BEDUZE: Correct. And we joined in
5 the response.

6 THE COURT: Thank you.

7 MS. BEDUZE: We jointly filed that.

8 THE COURT: Okay.

9 MR. SPIELMAN: Response?

10 THE COURT: I haven't found -- we don't
11 have a response.

12 MR. SPIELMAN: Well, that would
13 probably be my problem, Judge.

14 My office filed it on Friday afternoon.
15 At the very least, I have confirmation pages that it
16 went to the attorneys.

17 THE COURT: Okay. Did Ms. Bayless --
18 did you receive a copy of the response?

19 MS. BAYLESS: I did. I didn't ever
20 receive any notification it was filed, but I did
21 receive a fax.

22 MR. SPIELMAN: I can step out while you
23 guys get going and call my office and see if we have
24 the confirmation.

25 THE COURT: Well, we can check if it

1 has been filed.

2 (SHORT DELAY IN PROCEEDINGS.)

3 MR. SPIELMAN: Judge, I don't know --
4 we have an envelope number, and I can tell you the
5 envelope number was 6316359, and it was I guess put
6 into the system, whatever the proper terminology is,
7 at 4:08 p.m. on 7/31/15 which would be last Friday,
8 and it says that it is submitted is the terminology
9 there.

10 THE COURT: So --

11 MR. SPIELMAN: Yeah, but, I mean, I
12 think hopefully the most important part for the
13 purposes of our hearing, with all due respect to the
14 Court, but the attorneys at least all have it. So
15 nobody on this side of the Bench at least is surprised
16 by it.

17 THE COURT: Okay. All right.

18 Ms. Bayless?

19 MS. BAYLESS: Your Honor, we're here on
20 a -- what my motion was termed a motion for protective
21 order. It actually goes beyond the issues of
22 pre-trial discovery.

23 And you will see from the defendant's
24 response they kind of deal with it as just a typical
25 motion for protective order involving pre-trial

1 discovery issues.

2 As to background, which is set forth in
3 my motion, but basically is that back in 2012, the
4 plaintiff didn't have very much information on what
5 had occurred -- we did a pre-suit discovery action --
6 asked for recordings, both video and audio, got
7 nothing.

8 The defendants in this case have gone
9 through several counsel. They said they were going to
10 produce everything, and that person was fired. I
11 don't know what happened, I'm not sure. But since
12 Mr. Spielman and Mr. Featherston have been in there,
13 there have been several supplemental responses.

14 And then suddenly on July 1st, I get
15 this envelope in the mail that had what is obviously
16 recordings that my clients did not know about or
17 consent to, and audio recordings obviously made while
18 Carl was at his mother's home and had telephone
19 conversations with his wife and video recordings from
20 Carl's ICU hospital room.

21 I tried to communicate -- I don't think
22 I had a conversation with anybody but Mr. Featherston
23 in fairness -- but I tried to -- because he's the
24 person who produced them. I called him up and tried
25 to get an explanation from him for why these weren't

1 illegal recordings, and what we were going to do about
2 that, and stressed that -- he I think sort of had the
3 impression, well, Drina is mad about this. And I
4 tried to explain to him this was a big deal to
5 everyone concerned, including me.

6 We were going to continue to talk about
7 it. He wanted to see the motion for protective order
8 before he wanted to -- me to discuss any up front.

9 So I said, well -- we had -- at that
10 time, we didn't yet have our third-party administrator
11 and our temporary administrator, and so I just felt
12 the need to get it on file.

13 Subsequently, what he did say to me in
14 that conversation that is set forth in their response
15 is that these came from an answering machine. I do
16 not want to go into the substance of the conversations
17 for the very reason that they are, in my view, illegal
18 wiretap conversations, but they are not from an
19 answering machine.

20 There is no answering machine answering
21 these recordings. They are clearly edited in some
22 instances because they stop in the middle of a
23 sentence. There is no dating on -- other than looking
24 at the property of the recordings that were sent to
25 me, which in and of itself is interesting, because

1 these recordings occurred back in March of 2011. The
2 video recordings occurred in May of 2011.

3 And so clearly were edited in February
4 of this year. We were down here having hearings in
5 February of this year about this temporary
6 administration issue.

7 The other interesting thing is that I
8 believe they were mailed to me on the same day that
9 the defendants filed their no evidence motion for
10 summary judgment suggesting that there had been plenty
11 of time for discovery on that period since 2012, I
12 think a total of 38 months, when these documents were
13 sent to me the same day they filed that motion.

14 You know, under normal circumstances,
15 that would be a long time for discovery. But it takes
16 two to tango, as they say, and these documents had not
17 been previously provided.

18 Now, when I talked to Mr. Featherston,
19 I think Mr. Featherston called me, I guess Thursday,
20 about an extension on discovery responses, requests
21 for production, that are due today from the
22 defendants.

23 And when I got these recordings -- just
24 so you understand the background there -- when I got
25 these recordings, I got them on July 1st in the mail,

1 then there's the July 4th holiday, I really didn't
2 even look at what I got, frankly, until after that.

3 But I knew that there was a discovery
4 deadline, and I knew there were recordings in there,
5 so obviously, they -- I guess they would say they were
6 responding to the pre-suit discovery which, frankly, I
7 think is proper, but it should have been done back in
8 the pre-suit discovery.

9 So I didn't want there to be a question
10 about whether they were supposed to be providing
11 things in this litigation. And we had a discovery
12 cutoff at that time for, again, a docket control
13 order, which required me to send out discovery
14 responses that day before I really even knew what was
15 going on.

16 And so here is what they were, but I
17 knew I had to get those documents out or I would be
18 hearing, well, you haven't even requested anything in
19 this case, so that's why you didn't get them.

20 The obvious reason I got them is
21 because they intended to use them in these
22 proceedings, and they know they wouldn't be able to do
23 that if they didn't provide them in some fashion.

24 So when Mr. Featherston talked -- we
25 said we would talk again. He called me about an

1 extension on those requests because they didn't know
2 what the Court would want to have happen, since I
3 filed this motion for protective order indicating that
4 I didn't want anybody else to receive these
5 recordings.

6 And I gave Mr. Featherston, when we
7 talked the first time, the cite from the civil wiretap
8 statute and for the Penal Code provision. So they
9 filed a response that says they don't know what the
10 authority is for this, but we talked about that.

11 I told him that I was not inclined to
12 agree to any kind of an extension on these things.
13 And they've had them since March of 2011, and now
14 we're getting dribbles.

15 And, by the way, during that same
16 period of time, there would have been recordings, I
17 understand, between Candace -- from Candace Curtis and
18 her mother about all of these issues that are at issue
19 in this. You know, those probably would not have had
20 any more consent than the ones I'm here about. But
21 the point is, they have been very selective about what
22 they provided.

23 Clearly, the recording equipment was
24 purchased by the caregiver. The receipt is in the
25 production I believe attached to the motion, and he

1 got reimbursed. I mean, it is just so clear what was
2 going on.

3 So Mr. Featherston and I talked, and he
4 said that he wanted to put this -- the responses off
5 two weeks so that the Court could make a determination
6 on this.

7 I mean, recognizing that there could be
8 some suggestion, there always seems to be a suggestion
9 that I have not done something I'm supposed to do to
10 make something happen, so -- or I have done something
11 incorrectly procedurally, whatever.

12 So I sent an e-mail to all the counsel
13 in the case, and said I don't want there to be any
14 confusion that notwithstanding my request for
15 production, that is a request that those items be
16 produced to me and me only.

17 While normal practice may be that you
18 send it to everybody in the case, these recordings are
19 not to be sent to everybody in the case. And if you
20 do it, I cite it again, the Penal Code Section, you do
21 it at your own peril.

22 So I get a response on Friday afternoon
23 from all the defendants, and their position now --
24 they still believe the answering machine-thing -- and
25 their position is that Carl consented to these

1 conversations.

2 The Court will note that I attached to
3 my motion for protective order e-mails of the same
4 time period where these defendants are planning and
5 plotting ways to obtain a guardianship over Carl, so
6 there is no way that he consented.

7 And he was quite ill at the time and
8 there is no question about that.

9 The recordings done in May of 2011, the
10 video recordings, are in an ICU room at St. Luke's,
11 and he was definitely in an altered mental state,
12 because of medications he was receiving.

13 But you can't -- you can't say, okay,
14 Carl -- they even say in their response that Carl
15 hooked up this equipment.

16 Well, I mean, there is no way. I
17 couldn't even hook up that equipment. It is digital
18 equipment that requires menus and submenus to program.
19 The model that the caregiver purchased -- as indicated
20 on the receipt, I've got the manual for it here --
21 there is no way that a person that was needing a
22 guardianship, as these people have admitted from their
23 e-mails, would be able to do that.

24 And there is no -- the position in
25 their response is this: We have to prove a negative,

1 that we have to prove there was not consent.

2 Well, if they say there is consent,
3 that is an affirmative defense and the burden of proof
4 is on them to show that. And in light of their own
5 e-mails, I don't see how they are going to do that,
6 but the burden is not on me to negate this stuff. The
7 burden is on them to show that there was a consent.

8 So the other -- I mean, it always seems
9 to go this way. I try to work these things out, and
10 it's just the case where nothing gets worked out, and
11 I think that's unfortunate for everyone.

12 But what I filed this morning, because
13 they don't seem to understand that these statutes both
14 say on their face that you're entitled to injunctive
15 relief to prevent the further disclosure and use of
16 these illegal recordings.

17 So they say in response they don't know
18 what my authority is for this relief that I'm
19 requesting. So I was not planning on filing it this
20 morning, but I did file the third supplemental
21 petition which alleges these causes of action and
22 seeks the injunctive relief that those causes of
23 action allow you.

24 And, you know, as usual, had we
25 received all the information and disclosures in the

1 pre-suit discovery action, been able to deal with
2 those issues and work those out, maybe we would have
3 never been in this court. And maybe the lawyers in a
4 district court would have never been sued if they had
5 agreed to continue the tolling agreement until we
6 worked this dispute out.

7 Nothing I suggest seems to work and --
8 maybe that's me. I'm not -- been called out at any
9 direction other than I've been ineffective in
10 resolving disputes in this case. And I have thought
11 surely this was one in which, perhaps, Amy, Anita and
12 Carole did not realize what they were doing. They are
13 not lawyers. Maybe they didn't know you were not
14 supposed to tape people's private conversations
15 without their permission.

16 And that surely when the lawyers, even
17 though they probably should not have even been given
18 the information according to the stuff I read about
19 it, that surely we would be able to resolve it.

20 Instead, I've now had to file a
21 supplemental petition just in order to protect my
22 client's rights on this incredibly offensive issue.

23 THE COURT: You also mention in the
24 protective order the report from --

25 MS. BAYLESS: Yes, right. I mean,

1 there are e-mails. Again, I attached to the motion
2 where they are talking about the -- what happened,
3 both -- the reason we know much of anything is because
4 Candy at one time thought everybody was trying to
5 protect Carl.

6 When she figured out that was not what
7 was happening, we suddenly got a boatload of e-mails
8 which covered the gamut.

9 And her ex-husband -- I guess it's an
10 ex-husband -- anyway, somebody she knows, had been
11 asked for the name of an investigator. And she knew
12 that a GPS tracking device without Drina's consent had
13 been placed on her car.

14 There are e-mails in here talking about
15 reports from the investigator. We have asked for that
16 again since 2012. We have not received anything.

17 THE COURT: Do you claim that those
18 reports still fall into the same category as the
19 recording devices? In other words, were those reports
20 obtained illegally with information at some stages of
21 those reports?

22 MS. BAYLESS: It's really impossible to
23 know without seeing the report, but I think they
24 certainly contain information using the GPS tracking
25 device.

1 THE COURT: Wouldn't you need for those
2 reports to be produced in a motion to compel as
3 opposed to a motion for protective order?

4 MS. BAYLESS: Yes. Again, this is part
5 of why I did the new request for production in this
6 case, because I felt if I filed a motion to compel, I
7 would hear what she tried to compel. There has not
8 been a request in this case. Even though since 2012,
9 Anita has been acting to some extent under that
10 initial request by supplementing these bank records,
11 occasionally; and the tax returns, we've asked for
12 them; stuff like that.

13 But, still, I didn't think I was in a
14 position yet to seek a motion to compel, but the
15 responses are due today.

16 THE COURT: Okay. Well, I think what
17 we'll do is table the issue with regard to the
18 investigator report. I just don't think that a
19 decision on that with regard to a protective order is
20 ripe yet. I don't think that -- we don't have what we
21 don't so -- but on the recordings, I think that is a
22 different story. So we'll address them, the
23 recordings, today.

24 MS. BAYLESS: Okay.

25 THE COURT: Mr. Spielman or --

1 MR. FEATHERSTON: Briefly, Your Honor.

2 THE COURT: Okay.

3 MR. FEATHERSTON: When Bobbie called, I
4 said what do you want? And really, at the end of the
5 day, that's kind of how I am: What do you want?

6 And so the relief that she is seeking
7 here I think are three things that we've outlined in
8 our response.

9 The first one looks like it is some
10 sworn testimony from all of our clients, from Anita,
11 Amy and Carole. And to me, that is best accomplished
12 by deposition.

13 Depositions haven't got off the ground
14 yet in this particular case because it always seems
15 like there is some procedural impairment, one or the
16 other.

17 We have Greg Lester now, and it looks
18 like now we're in a position where depositions can
19 move forward. The impediment there might be whether
20 or not Mr. Lester thinks the claims are even worthy of
21 him sitting through depositions or participating in
22 those depositions.

23 So that is kind of the first thing she
24 is looking for, and that's why I have criticisms of
25 what's -- you know, this is nothing like I have ever

1 seen in a motion for protective order.

2 A motion for protective order
3 ordinarily is someone serves discovery, and the other
4 party says, no, I find that discovery offensive, and
5 so I need protection from the Court.

6 Here, someone may be served discovery,
7 and the documents are being produced in the course of
8 the litigation.

9 And so, that's kind of the point is
10 under the Rules of Procedure when someone propounds
11 discovery to me or if I think I have discovery that is
12 responsive -- admittedly, Your Honor, I don't even pay
13 attention to the people -- I ask for it specifically or
14 not. If I get stuff, I produce it. And, you know, I
15 do that with good reason.

16 And so a long story short here, but
17 when I produce it, I have to produce it under the
18 Rules of Procedure. It has to go to all other
19 counsel, and that's what I have done.

20 To the extent that there are -- so
21 walking through what she wants, No. 1: These
22 affidavits, I have never seen anywhere you can compel
23 somebody to create an affidavit. That's something
24 that should be done by deposition, and she will have a
25 full and fair opportunity to depose these clients at

1 some point, and it should be sooner rather than later.

2 So that kind of takes care of the first
3 issue of, you know, tell me what you want. Let's go
4 from there.

5 The next issue I think that she's
6 asking for is that all the recordings and everything
7 be collected and given solely to her. And presumably,
8 I can understand why she wants that.

9 These recordings, Your Honor -- and I
10 don't think you have had the opportunity to hear
11 them -- you can tell they come from an answering
12 machine. "Hello, hello, hello." That's the type of
13 recordings -- how these recordings start off.

14 And my understanding is that the
15 decedent had her answering machine set to pick up at
16 number -- on the second ring. And so these might have
17 been recorded -- might have been caught by the
18 answering machine to another recording device, and
19 then on to someone's I-phone and then on to someone's
20 computer and transferred like digital files often do,
21 transferred from one component to the next, to the
22 next, to the next, to the next, and on down the line.

23 But my understanding is that all of
24 these come from an answering machine.

25 And so the relief that she's seeking

1 here is, I want you to record -- I want you to
2 download all this evidence so you can give it solely
3 to me, and I will be the sole arbiter of whether or
4 not this is something that should be admissible or
5 not. And that's just not the way it works.

6 I think the Court has to hear these
7 recordings. And if the Court finds based on the
8 recordings that, okay, these recordings appear like
9 there is some huge conspiracy in some recording
10 equipment where you illegally wiretap and all this
11 other -- all these other allegations, then the Court
12 is in a position to make that decision.

13 But without hearing the recordings or
14 without developing the evidence, right now all we've
15 got is allegations.

16 I don't have any affidavits from Drina
17 saying I didn't consent to that recording. I didn't
18 hear any answering machine when I called on that
19 particular day. I don't have any affidavits from Carl
20 whose capacity seems to come in and out, depending
21 upon when it is convenient for them.

22 And I don't have any affidavits from
23 Carl saying, no, you know, if we were going through a
24 divorce at that time, but at that time, no, that's --
25 you know, I didn't consent to those recordings,

1 because it makes perfect sense.

2 I don't know if you've ever dealt with
3 any divorce clients. They record the heck out of each
4 other immediately when they are going through a
5 divorce. That's typically what -- the first thing
6 lawyers say is tape record your conversations with
7 your soon-to-be ex.

8 And so I don't have any -- there is no
9 evidence before the Court that Carl didn't consent.
10 And this idea of, well, Carl didn't have capacity,
11 she's berating him on several of these recordings
12 claiming you've got capacity.

13 You're chewing on your shirt because
14 that's what you've got; is that right?

15 MS. BAYLESS: Your Honor, I'm going to
16 object to him going into the substance of these
17 recordings. I mean, if the Court wants to do
18 something to make a determination about their
19 illegality, that's one thing; but he is disclosing,
20 again, the contents of illegal recordings.

21 THE COURT: And I think that's
22 defendants arguing at this point, so let's --

23 MR. FEATHERSTON: Fair enough,
24 Your Honor.

25 Well, then, the issue ultimately turns

1 down to this: Who makes the decision regarding
2 whether these are illegal recordings or not, Bobbie or
3 the Court? And I think the Court is in a much better
4 position than Bobbie is.

5 And so this idea of let's gather up all
6 the recordings and give them to Bobbie, that doesn't
7 work for me. Let's gather them up and submit them for
8 in-camera inspections, that is fine. Doing an agreed
9 protective order like -- and that's what I have
10 proposed in the past is -- I could see if these are
11 being posted on Facebook or posted on some blog or
12 sent out there to the general public, but for purposes
13 of this litigation and that's, to my knowledge, the
14 only way these have been used, and that's the only way
15 I have used them is disclosing them in this
16 litigation.

17 If they want to do some agreed
18 protective order -- I have done several of them in
19 trade secret cases where you basically come in and
20 it's like, look, you don't file this with the Court,
21 you don't do a transcript and file it for public
22 record. If it is these particular recordings that are
23 going to be filed with the Court, that is okay. We
24 can submit them for in-camera inspection. I'm okay
25 with that.

1 Doing a joint agreed protective order
2 where, look, guys, the stuff we're disclosing in this
3 particular case, we all think it's privileged and
4 confidential and we don't think it should be disclosed
5 anywhere else, that's what I proposed.

6 We intended to attach it as to
7 exhibits, but it wasn't. We have got several copies
8 of that. But doing a joint agreed protective order in
9 this particular case that says, look, what happens in
10 the courtroom stays in the courtroom with respect to
11 these things, and they're not going to be hearing our
12 grievances or recordings or things anywhere else, I'm
13 okay with that.

14 So -- but just giving them to Bobbie
15 and, okay, saying how do clients react, I have never
16 seen anyone even ask for that type of relief, and I
17 don't think it is anything that is contemplated under
18 any of these statutes. I certainly have not seen
19 anything under any of these statutes that says that's
20 the relief that she's entitled to.

21 I think there was one other thing that
22 she was asking for other than that they all be -- oh,
23 the last thing she is asking for is for you to make a
24 ruling on the evidence. It's a rule that this
25 evidence is inadmissible.

1 And so I don't think the Court is in
2 any position as we sit here today with the lack of
3 evidence actually before the Court to make an
4 evidentiary ruling.

5 And so, you know, to me, I think we can
6 get maybe two-thirds of the way here with just a --
7 with continuing discovery in this case and doing a
8 joint agreed protective order that says we're not
9 sending it out to the rest of the world.

10 But for purposes of this case, if you
11 want to submit it to the Court, don't file it as a
12 public record, submit it in-camera, things of that
13 nature. Mark it "confidential". Have Bobbie -- if I
14 produce something and she thinks it's confidential,
15 mark it "confidential." Send that in the letter. We
16 can create a running list. It makes much more sense
17 than what's being asked for and the relief that's
18 being asked for in this particular motion.

19 I've just never seen it before. I
20 don't see any rules. I don't see any authority.

21 THE COURT: Well, I think that -- I
22 think that that proposal makes a lot of sense to me.
23 No. 1, requiring an affidavit, I think you would be
24 better off proposing that because requiring the
25 affidavit to me is awfully one-sided. I think that

1 the interaction would be beneficial for you and for,
2 you know, the person being deposed or the affiant.

3 MS. BAYLESS: The key, Your Honor, is
4 that there would be some type of sworn presentation to
5 how this was done, when it was done, who did it, that
6 kind of says all of it.

7 THE COURT: Well, I think the
8 deposition would be better suited for that.

9 And then on the -- as far as the
10 illegality of these recordings, I think that that has
11 to be explored before you launch into collecting all
12 of this and delivering it, because I'm not convinced
13 that it is illegally obtained, and I'm not convinced
14 either way.

15 I think that if you guys could hold the
16 issue in abeyance until depositions can be taken and
17 more evidences is gathered, and then perhaps we have a
18 hearing or perhaps these recordings are submitted
19 in-camera, I think that's a better way to go about
20 this as opposed to, essentially, you know, ruling
21 today that they are inadmissible, that they were
22 illegally obtained, and then require the defendants to
23 offer an affidavit. Because I think that the
24 affidavit he receives, you know, may not satisfy, you
25 know, what you're trying to do.

1 So I think that giving the deposition,
2 we can dig a little deeper and you can get a little
3 more clarification. So I like the idea of a joint
4 agreed protective order.

5 MS. BAYLESS: Well, the problem is --
6 Judge, the problem is, I'm not comfortable consenting
7 on my client's behalf or having my clients consent
8 that these can be disclosed any further than they
9 already have been.

10 I mean, I think if I'm right -- and I
11 understand that the Court doesn't want to
12 pre-determine that -- but if I'm right, there have
13 already been problems in that they have been disclosed
14 to other parties. And to say, oh, I agree that can
15 keep going on while we sort through this --

16 THE COURT: No, I think -- I wouldn't
17 envision that. I mean, I would envision that these
18 recordings would be protected. I mean, that's why I
19 imagine it would be called a joint agreed protective
20 order, because it would protect that from further
21 dissemination. Am I right?

22 MR. FEATHERSTON: I think the
23 discrepancy -- and let me just connect the dots -- I
24 think what she's saying is I can't produce it to Amy
25 and Carole. And Carole can't produce items to Anita

1 and Amy. And so that's what I think Bobbie is really
2 arguing for is she doesn't want us to be able to talk
3 amongst ourselves -- or she doesn't want us to be able
4 to exchange those among ourselves. She wants them to
5 go solely to her and -- is that a fair statement?

6 MS. BAYLESS: Well, I think there are
7 two kinds of recordings here. There are the
8 recordings where that's already happened, and it is a
9 little bit harder to put that horse back in the barn.
10 And, frankly, they probably all have what they each
11 have, but I don't know. And I don't want somebody
12 to -- on down the road say, well, of course, we
13 exchanged those things because you -- that was part of
14 our agreed protective order.

15 So to the extent that's already been
16 done and those recordings have been sent and these
17 people have them, that is just something they are
18 going to have to deal with.

19 To the extent there are other
20 recordings -- and, see, this applies literally to the
21 deposition. I don't know who has gotten what from
22 whom at what time. And so to say, well, yeah, you
23 know, spread those all around now. They will be
24 saying, well, that was done during the protective
25 order period and that kind of thing.

1 So that's why I'm saying if there are
2 other recordings -- and I have asked for all of the
3 recordings and the original media that they were
4 recorded on so we can see what has been done without
5 the editing -- then I'm saying those should not be
6 disseminated even to the other parties in this case
7 until this issue is addressed.

8 THE COURT: You know, I think I agree
9 with that, and so I think that makes sense. So if the
10 recordings have already been disseminated among the
11 defendants, you know, before today, there is no way
12 to, as you say, put that horse back in the barn. But
13 in the future, until there is a determination as to
14 the legality of those recordings, I don't think that
15 they should be disseminated among the attorneys.

16 MR. FEATHERSTON: So, Your Honor, I
17 guess the issue I have with that is how do I know?

18 THE COURT: Right.

19 MR. FEATHERSTON: I mean, basically,
20 what your ruling is is now I'm in jeopardy for all
21 recordings, because now like -- how do I say, you
22 know, hey, Neal, do you have this recording or -- you
23 know, that's where there is a disconnect.

24 There is no way for me to be able to --
25 because then when I disclose -- I mean, you're going

1 to find out whether or not someone has a recording.
2 Have you heard this particular recording? I mean,
3 that seems like a dangerous ground to me.

4 And so I think the ability to sit here
5 and, you know, exchange within this group, I think
6 that's okay. I mean, I don't know that any other
7 lawyer is going to be out there disclosing anywhere
8 else because the lawyers are subject to the joint
9 protective order as well.

10 And so I don't see the harm while
11 you're in litigation -- and there's a bunch of, you
12 know, litigation privileges that are associated with
13 it, I'd have to go back to my office and find some of
14 them, but I'm sure I could -- I don't know how I could
15 find out has this been disclosed on your side or not.

16 And it certainly puts us at a
17 disadvantage. I mean, it just -- that doesn't seem
18 like a workable solution.

19 Essentially, what your ruling would be
20 is, any recordings you got, you need to, one, assume
21 that they are illegal; and two, not produce them to
22 anybody else. And I can't do that.

23 I mean, there is no showing that these
24 are illegal. And if I feel like there is one that is
25 illegal, then maybe at that point I will, you know,

1 tread more carefully.

2 But at this point, I think I need to be
3 able to communicate effectively with the other defense
4 counsel, as well as the plaintiff's counsel and the
5 pro se plaintiff we have in this case, and produce
6 those documents or risk, you know, not being able to
7 use what the Court finds later that, oh, no, it's not
8 illegal, these are okay.

9 Now, all the other defendants are at a
10 disadvantage just because maybe my client keeps better
11 records than theirs do.

12 THE COURT: Well, and that makes sense
13 to me, you know, so --

14 MS. BAYLESS: Well, all he has to do,
15 Your Honor, is not give them to anyone else. We know
16 what he sent around to everybody else, and frankly,
17 Ms. Curtis turned those copies over to me because she
18 was not comfortable even having them.

19 THE COURT: But I guess what he is
20 saying is going forward if he receives something, then
21 he's not able to really supplement his discovery
22 either.

23 MS. BAYLESS: Well, when are we really
24 going to try this case? I mean, we don't even get --
25 the temporary administrator has six months to look at

1 it. I am not suggesting that he's going to miss a
2 deadline or something if we deal with this issue.

3 And in the interim, he doesn't
4 disseminate these recordings, whatever he may get, it
5 would be fine with me. And if he doesn't, he can
6 possibly not disseminate them to me, either. I mean,
7 I have not had them for 38 months. I got them a month
8 ago so, you know, that's not hard. I don't see that
9 it is hard at all.

10 He's already sent around these. We
11 know that he sent those around. If he is saying that
12 he's been busily, since he got my motion, sending them
13 to everybody that he could so that they would already
14 be out there, then I guess we will have to sort that
15 out.

16 But if it is a question of he is not
17 supposed to give them to any other third parties until
18 a determination is made about this, then I don't see
19 what's hard about that, that isn't putting him at any
20 kind of a disadvantage.

21 It is not suggesting what can or cannot
22 be admitted in trial because we're not near a trial.
23 We're not -- I mean, I know we have a docket control
24 order, which no longer has much meaning or anything.
25 We're supposed to be here today on a deadline on

1 summary judgment, so we are not.

2 So it seems like a simple matter to
3 say, okay, I've got to put the brakes on anybody else
4 receiving these recordings until we get to the bottom
5 of the nature of the recordings.

6 MS. BEDUZE: Your Honor, I just want to
7 make sure I'm understanding.

8 It is my understanding that these
9 recordings have not been disseminated to any third
10 party. They have been disseminated to counsel and --
11 but to these five individuals and their respective
12 clients.

13 THE COURT: Right.

14 MS. BEDUZE: So any suggestion to
15 otherwise, I would take issue with.

16 And we do not believe -- it would be
17 very perfect for us to try to agree to a protective
18 order that protects the dissemination of the
19 recordings that have already been exchanged, produced,
20 pursuant to part of discovery, and any additional
21 recordings that may come to light that, you know,
22 through the act of discovery.

23 And, I mean, in order to conduct the
24 discovery, in order to take different depositions,
25 which Ms. Bayless is wanting to take certain

1 depositions in lieu of the affidavit that she was
2 originally requesting in front of you today, these
3 recordings will need to be produced so that everyone
4 can know and properly prepare for those depositions in
5 which the recordings will be -- the information and
6 the details of the recordings will be further delved
7 into.

8 And so that end, my client, before
9 retaining Crain, Caton & James, she did, in fact, give
10 her deposition. And it is my understanding she
11 responded as a pro se individual to over 300
12 production requests.

13 So the fact that discovery has not gone
14 forward, and the fact that information has not been
15 given freely, that's false with respect to my client,
16 Carole, in that she has responded to that discovery,
17 and we have supplemented when we have information.

18 But, again, Carole is only in this
19 lawsuit as the beneficiary of the trust. She is not a
20 trustee. And so, you know, it is the role of all the
21 parties, no matter which side they're on, is to freely
22 exchange information. And to hinder -- and I believe
23 that stopping the recordings from being exchanged by
24 all parties would hinder the ability to move
25 forward -- to move this case forward.

1 I know they were down here two weeks
2 ago, and I believe getting Mr. Lester appointed will
3 further move this case forward. But in order to deal
4 with things, we need to have a free exchange of
5 information.

6 THE COURT: Okay. I have a meeting at
7 12:15, so I've got to get going. And I apologize, I
8 should have said that earlier.

9 But let's work on an agreed protective
10 order. I think it is difficult to restrain only the
11 dissemination of these recordings among the attorneys.

12 And future recordings that have not
13 already been disseminated, it might be a good idea for
14 the attorneys just to have a hearing on it and get a
15 determination whether or not it should be disseminated
16 at that point. I don't know how many recordings there
17 are, but --

18 MS. BAYLESS: I don't either.

19 THE COURT: What's that?

20 MS. BAYLESS: I don't know either.

21 Let me just say, Judge, I'm not going
22 to enter into an agreed order that says those
23 recordings can be disclosed to anyone. I just don't
24 think I can do that.

25 THE COURT: Well, when you say third

1 parties, you're referring to anyone but the attorney
2 who is in the suit as a legal attorney. I mean, third
3 parties mean other than the defendants' attorneys and
4 defendants?

5 MS. BAYLESS: Other defendants'
6 attorneys in this case and other defendants, yes,
7 that's what I mean. I don't mean other than those. I
8 mean, those who are --

9 THE COURT: I'm just trying to clarify
10 because Ms. Beduze said, you know, she took issue with
11 the suggestion that these videos and recordings were
12 being disseminated to third parties. I think that
13 there was a missed communication about those third
14 parties --

15 MS. BEDUZE: Correct. I will use the
16 term "third parties" to be, you know, outside of the
17 individuals involved in the lawsuit.

18 MS. BAYLESS: You know, I have
19 absolutely no idea.

20 THE COURT: Well, let's work on a
21 draft. Can we get the draft of a joint agreed
22 protective order started, and see if you guys can come
23 up with some sort of an agreement?

24 Otherwise, I mean, is there something I
25 can rule on right now? I mean, is there something you

1 want guidance for other than this issue of how to deal
2 with these recordings, because I don't have the answer
3 to that. I don't know if there are even -- we could
4 be displacing our findings cause all of the recordings
5 have been produced, I don't know.

6 MS. BAYLESS: I think that's unlikely,
7 Your Honor. But the problem -- here is the problem.
8 While we explore these issues in depositions or
9 however we explore them, if there is no constraint on
10 their providing these documents -- of these recordings
11 to other people, whether it is Carole sending her
12 video recordings to Anita and Amy as she already did,
13 and that's -- and so if Anita produced them, Carole
14 didn't. She says Carole has provided all this
15 discovery. Carole didn't provide those.

16 So unless there is some kind of
17 constraint that there is to be no disclosure other
18 than if -- other than Mr. Featherston talked about, he
19 might be able to get a list of whom they have been
20 provided to and when and that kind of thing. But
21 without knowing, there may be -- the size of this
22 recorder, there could be hundreds of hours of
23 recordings.

24 And so without knowing what there is,
25 without having the original means, without knowing any

1 of that, and until we know that, there is nothing
2 preventing them from passing this around everywhere.

3 They obviously are not concerned about
4 the statutes that prohibit it. And so unless this
5 Court directs that those are not to go anywhere until
6 we make a determination, and we establish a time
7 period to make that determination, I just -- I
8 cannot --

9 THE COURT: Okay. I think this is
10 what -- this is my solution, I think, the best that we
11 can come up with, sign a temporary order on it until
12 an agreed protective order can be entered.

13 MS. BAYLESS: And the temporary order
14 will --

15 THE COURT: It will expire at some
16 point, and then we'll have a hearing when it expires,
17 you know, the sooner the expiration date of the
18 protective order or the date that a joint agreed
19 protective order is entered. Does that make sense?

20 MS. BAYLESS: And the terms of this
21 temporary order will be what?

22 THE COURT: I don't know that. I would
23 have to go work on it. And then I'm assuming you guys
24 can review and comment, and then I would enter it.
25 And then, hopefully, you can come up with an agreed

1 order that would be better suited for the case. But
2 until then, that's the only solution I can think of.

3 MR. SPIELMAN: Judge, if I may, I think
4 whether it's in the temporary order or whether it's
5 something that we can work on after that point, it can
6 be maybe a stair step.

7 But I think what counsel has been
8 saying about the need for the attorneys to be able to
9 exchange so that, in theory, we can prepare our
10 clients for, one, we can make sure that there are not
11 any other recordings other than those that have
12 already been exchanged. We need that part.

13 And then, two, I think what I heard a
14 little bit of if -- if the concern is that, well, did
15 Carl consent? Well, was Carl competent? That could
16 be the second stage of people that need to hear these
17 recordings.

18 I don't know how you determine his
19 competency back then, but perhaps it is a professional
20 who can hear the recordings and make some kind of
21 determination.

22 I'm not saying that's the direction
23 this goes, but it seems if the excuse -- if the
24 defense is going to be that Carl was incompetent, and
25 therefore, could not consent, we cannot have our hands

1 tied behind our back with regard to who can assist in
2 either -- in evaluating that --

3 THE COURT: Okay. Well, that may be
4 appropriate for the agreed protective order, so -- but
5 as far as my temporary order is concerned, I'm not
6 going to make it that complicated. So I don't -- I
7 really don't know what I'm going to do at this point,
8 but I'm going -- I will draft something up and you
9 guys can comment on it. I don't want to mess things
10 up for you, but I do think that it is appropriate to
11 protect the dissemination of this information in the
12 meantime so that we can get the issue resolved.

13 MS. BEDUZE: And, Your Honor, if you
14 would -- I do believe we have a copy if you would like
15 to see or hear the recordings that is --

16 THE COURT: Not yet.

17 I've got to go. I'm already late.

18 (CONCLUSION OF PROCEEDINGS.)

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FILED
9/4/2015 2:49:39 PM
Stan Stanart
County Clerk
Harris County

DATA ENTRY
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NO. 412,249

PROBATE COURT 4

| | | |
|---------------------|---|----------------------|
| ESTATE OF | § | IN THE PROBATE COURT |
| NELVA E. BRUNSTING, | § | NUMBER FOUR (4) OF |
| DECEASED | § | HARRIS COUNTY, TEXAS |

NOTICE OF HEARING

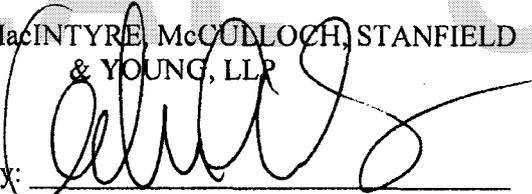
TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE BE NOTIFIED that the hearing on Greg Lester's, Temporary Administrator Pending Contest of the Estate of Nelva E. Brunsting, Deceased, Application for Authority to Retain Counsel – MacIntyre, McCulloch, Stanfield & Young, LLP for the above entitled cause has been set for **Thursday, September 10, 2015, at 2:00 p.m.** in the Probate Court Number Four

(4) of Harris County, Texas:

Respectfully submitted,

MACINTYRE, McCULLOCH, STANFIELD
& YOUNG, LLP

By: 

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ATTORNEYS FOR GREG LESTER,
TEMPORARY ADMINISTRATOR PENDING
CONTEST

09082015:1155:P0016

UNOFFICIAL COPY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was sent by e-mail, e-serve, facsimile, and/or United States certified mail, return receipt requested, on this the 4th day of September, 2015, to the following parties:

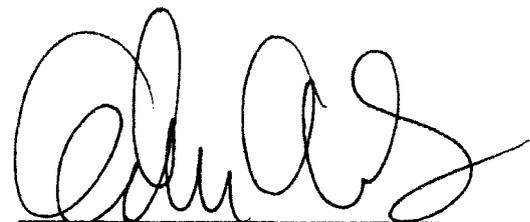
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NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

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IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

CANDACE LOUISE CURTIS’ VERIFIED MOTION FOR PARTIAL SUMMARY JUDGMENT WITH CONCURRENT PETITIONS FOR DECLARATORY JUDGMENT

TO THE HONORABLE PROBATE COURT:

COMES NOW Candace Louise Curtis filing this Verified Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment and in support thereof would respectfully show as follows:

I.

Summary and Declaratory Judgment Issues

This is a case involving numerous breaches of fiduciary duties by persons occupying the offices of trustee under questionable authority who, while exercising the powers of the office to perform improper transactions in a biased and self-serving manner, have affirmatively performed none of the duties required under the terms of the trust instruments, have affirmatively performed none of the duties required by Texas property statutes, and have affirmatively performed none of the duties required by the Texas common law.

Notwithstanding Defendants’ selective disclosures over these past five years and their continuing obfuscation, there has been more than adequate time for both honest and complete fiduciary disclosures and for pretrial discovery. The requisite evidentiary support for these motions is contained within the Court’s record. The evidence is clear, positive, uncontradicted, and of such nature it cannot rationally be disbelieved; there is no legitimate controversy as to any material fact; and Plaintiff is entitled to judgment as a matter of law on the issues expressly set out in this motion.

This motion for partial summary judgment seeks relief on four specific breaches of fiduciary duties at issue in the matters before the Court. Additionally, a de son tort claim and

petitions for declaratory judgments relate to the validity, efficacy and interpretation of instruments and the proper standing of parties.

The claims for breach of fiduciary relate only to the period of time between the death of our Mother Nelva Brunsting on November 11, 2011 and the filing of this motion. The several petitions for declaratory judgment relate to instruments authored after the incapacity and/or demise of Elmer Brunsting.

Plaintiff asks the Court to interpret the several claims for breach of fiduciary and the several petitions for declaratory judgment considering the totality of the circumstances in Toto with the records of the several proceedings.

II.

Summary Judgment

Pursuant to Texas Rule of Civil Procedure 166(a):

A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory judgment may, at any time after the adverse party has appeared or answered, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to amount of damages.

The judgment sought shall be rendered forthwith if (i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records, if any, on file at the time of the hearing, or filed thereafter and before judgment with permission of the court, show that, except as to the amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the issues expressly set out in the motion or in an answer or any other response.

In *Branult v. Bigham*, 493 S.W.2d 576 (Tex. App. -- Waco [10th Dist], 1973) the court held that:

A person interested as or through a . . . trustee . . . other fiduciary . . . or cestui que trust in the administration of a trust . . . may have a declaration of rights or legal relations in respect to the trust. . . i. to ascertain any class of creditors, devisees, legatees, heirs, next of kin or others; ii. to direct the . . . trustees to do or abstain from doing any particular act in their fiduciary capacity; or iii. to determine any question arising in the administration of the trust . . . including the construction of . . . other writings.

III.

Burden of Proof

The burden of proof is on the fiduciary to show that he has fully performed his duties, and the means for such proof is full disclosure and a sufficient and proper accounting.

Where facts lie peculiarly within the knowledge of a party and cannot, in the nature of the case, be known to his adversary, the party having knowledge has the burden of proving the facts. Spencer v. Petit, Tex. Civ. App., 17 S.W.2d 1102 @ 1106, (Affirmed, Tex. Com. App., 34 S.W.2d 798).

In Frethey v. Durant, 48 N.Y.S. 839 (N.Y.A.D. 1 Dept. 1897), it was held that:

when a fiduciary relation is shown to exist, and property or property interests have been entrusted to an agent or trustee, the burden is thrown upon such agent entrusted to render an account, and to show that all his trust duties have been fully performed, and the manner in which they have been performed. It is assumed that the agent or trustee has means of knowing, and does know, what the principal or cestui que trust cannot know, and is bound to reveal the entire truth.

IV.

Beneficiaries Have Express Statutory Standing to Seek Declaratory Judgments

Texas Civil Practice and Remedies Code §37.005:

Sec. 37.005. DECLARATIONS RELATING TO TRUST OR ESTATE

A person interested as or through an executor or administrator, including an independent executor or administrator, a trustee, guardian, other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust in the administration of a trust or of the estate of a decedent, an infant, mentally incapacitated person, or insolvent may have a declaration of rights or legal relations in respect to the trust or estate:

- (1) to ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others;*
- (2) to direct the executors, administrators, or trustees to do or abstain from doing any particular act in their fiduciary capacity;*
- (3) to determine any question arising in the administration of the trust or estate, including questions of construction of wills and other writings; or*
- (4) to determine rights or legal relations of an independent executor or independent administrator regarding fiduciary fees and the settling of accounts*

V.

Summary of the Motion

As the record will show, Defendants Anita and Amy Brunsting claim to be co-trustees for the entire Brunsting family of trusts. Anita claims to have become sole trustee for the entire Brunsting family of trusts via Nelva's resignation and trustee appointment on December 21, 2010. Plaintiffs Carl Brunsting and Candace Curtis are co-beneficiaries of the Brunsting family of trusts along with Defendants Amy, Anita, and Carole Brunsting. (see Exhibit 1 and Defendants' pleadings)

A fiduciary relationship exists as a matter of law. Amy and Anita owed and continue to owe fiduciary duties to Carl Brunsting and Candace Curtis. Anita and Amy have breached the fiduciary duties owed to all of the beneficiaries, and Plaintiffs have suffered and continue to suffer egregious injury and are entitled to remedy as a matter of law, as hereinafter more fully appears.

VI.

Breach of Fiduciary Claims

1. Abuse of Discretion: Failure to create individual trust shares or fund personal asset trusts
2. Duty of Competence: Failure to account for known trust assets - EE Bonds
3. Duty to Account: Failure to render full, true, complete, and timely accountings
4. Breach of affirmative fiduciary duty of full disclosure.

VII.

Summary of Petitions for Declaratory Judgments

Plaintiff seeks the following declaratory judgments as supported hereinafter.

That:

1. the July 1, 2008 appointment of successor co-trustees is invalid¹
2. the August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts²
3. the December 21, 2010 appointment of successor trustees is invalid as to the Family and Decedent's irrevocable trusts³
4. the December 21, 2010 resignation instrument is invalid as to the Family and Decedent's irrevocable trusts⁴

¹ Exhibit 11-a

² Exhibit 11-b

³ Exhibit 11-d

⁴ Exhibit 11-c

5. the 2005 restatement as amended in 2007 is the current law of the trust
6. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and
7. Defendants Amy and Anita Brunsting are trustees de son tort, liable for any breaches of fiduciary committed by them while occupying the office of trustee for the Family and Decedent's irrevocable trusts; and
8. If Defendants cannot verify original appointment instruments before the Court Plaintiff asks for a declaratory judgment that Carl Brunsting and Candace Curtis are also the de jure trustees for the Nelva E. Brunsting Survivor's Trust.

VIII.

History of "The Trust" and the Significance of Trust Events

In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust⁵ for their benefit and for the benefit of their 5 children (Original trust Exhibit 6).

That trust instrument named Founders Elmer and Nelva as the initial co-trustees, but in the event that both of them should cease to serve the successor trustee designation was listed:

- a. First Anita
- b. Second Carl and
- c. Third Amy

The original trust lay dormant until January 2, 2005 when it was restated in its entirety (2005 Restatement Exhibit 7). The successor co-trustees after the 2005 Restatement were:

- a. Carl Henry Brunsting and Amy Ruth Tschirhart⁶
- b. Alternate Candace Louise Curtis

The significant fact is that Elmer and Nelva jointly removed Anita entirely as a successor trustee in 2005. It must be presumed that Elmer and Nelva had a reason for removing Anita.

The Brunsting Family Living Trust was amended by both Elmer and Nelva for the first and only time in 2007 (Exhibit 8), and after that amendment the named successor co-trustees were:

- a. Carl Henry Brunsting and Candace Louise Curtis

⁵ Bates Brunsting001517

⁶ Bates P326 obtained by Blackburn

b. Alternate Frost Bank

The significant facts here are that Elmer and Nelva jointly removed Amy as a successor co-trustee and they did not put Anita or Carole on as an alternate, but instead named Frost Bank.

It is also significant to note that this was the last A/B trust instrument signed by both Elmer and Nelva Brunsting and is inarguably the current law of “the trusts”.

TRUST VITIATIONS

Elmer Brunsting became incapacitated and was apparently declared by two doctors to be incompetent in June of 2008. Surfacing after more than three years of litigation and demands for production is a document referred to in other instruments as an appointment of successor trustees dated July 1, 2008.

July 1, 2008 Appointment of Successor Trustees

The only copy of this instrument thus far known, recently surfaced at pages 135-139 of a 143 page pdf document labeled “supplemental production” received from Anita Brunsting on June 25, 2015, a copy of which is attached as Exhibit 11-a.

The quality of this copy is not only unacceptable but the instrument is invalid on its face, as under Article IV Section D of the restatement Nelva could only remove trustees she had individually appointed.

2005 Restatement Article IV Section D

Section D. Resignation or Removal of Our Trustees. We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

Elmer had already been declared incompetent in June and was unable to sign trust amendments. His incompetence is mentioned in the July 1, 2008 instrument which was signed by Nelva alone. Because Elmer was incompetent and not deceased, there was no survivor’s trust to change trustee appointments for, and since the successor co-trustees for the family trust had been selected by Elmer and Nelva jointly, the successor co-trustees for the family trust could not be changed by Nelva alone under the terms of Article IV (D) of the restatement.

Thus, when Elmer passed on April 1, 2009 the successor co-trustees for the irrevocable Family and Decedent’s trusts could only be those named in the 2007 Amendment -- Carl and Candace, with Frost Bank as the alternate.

As Carl Brunsting was the first successor co-trustee in every instrument, nothing really changed after Elmer's death with the exception of the names of trust assets as to ownership interests. Assets were either transferred to a Decedent's Trust or a Survivor's Trust using various certificates of trust, but no individualized indentures for either trust were ever formally expressed. This is the first place where ambiguity finds fertile ground.

August 25, 2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement

On July 3, 2010 Carl Brunsting fell ill with encephalitis. Candace Freed's notes dated July 30, 2010 reveal that her instructions to change the trustee designations and dispositive provisions of the trusts came from previously removed successor trustee Anita Brunsting and not client Nelva Brunsting at all. (Exhibit 12)

The note says Anita's instructions were to make her and previously removed successor co-trustee Amy Brunsting successor co-trustees, with Frost Bank as the alternate. The notes also say to put Carl's inheritance under Amy and Anita's control. What Anita had requested and Freed drew up is exactly what Elmer and Nelva Brunsting intended to prevent with the 2005 Restatement and the 2007 Amendment, which are the last A/B trust agreement instruments signed by both.

The instructions from Anita to Freed find their way into an instrument expressed as a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" allegedly signed by Nelva Brunsting on August 25, 2010. However, Plaintiff finds no exhibits in the disclosures that would indicate the source of the instructions to also place her inheritance expectancy under the trusteeship of Amy and Anita Brunsting. Nelva Brunsting herself said that's not true. (Exhibit 13)

Exhibit 10 is a collection of various Bates stamped exhibits of the alleged August 25, 2010 QBD. Of note is the fact that there are three versions of the signature page. Attached to Anita's 156 page objection to the Court's approval of a distribution, filed December 5, 2014, is the version bearing Bates Stamp P229. This is also the version Plaintiff Curtis received by mail. One can easily see the CAN preceding the alleged signature of Nelva Brunsting.

The next version bearing Bates stamps P192, P7168, V&F000389, P-76 and P12755 show both signatures floating way above the lines. This version appears in Carole's 133 page objection to Plaintiff's application for distribution filed Feb.17, 2015. This version also appears

in a business records affidavit from Frost Bank (Exhibit 9) as having been attached to an email received from Amy Brunsting in December 2011.

The third version (P443) was obtained for Carl Brunsting by attorney Blackburn from Anita. P443 and P1015 match the version attached to Curtis' original federal complaint (as Exhibit P-40), identified in her attached affidavit as having been received from Anita Brunsting via email October 23, 2010.

REMOVAL OF NELVA BRUNSTING BY FORCE

Nelva and Carl were excluded from a phone conference called by Candace Freed (Exhibit 5-a)⁷ and held on 10/25/2010. After that conference Curtis had a phone conversation with Nelva regarding the alleged 8/25/2010 QBD. Carole later emailed Curtis about overhearing Nelva on the phone to Freed, telling Freed to change it back and that she wasn't going to follow the changes Freed had made to the trust (Exhibit 5-b). Subsequent to the phone conversation referred to in Carole's email, apparently Candace Freed requested that Nelva be evaluated for competency. Candace Freed later wrote a follow up email on November 17, 2010 explaining her reasons for subjecting Nelva to a competency evaluation. (Exhibit 14)

Defendant's, having failed in their attempt to have a very lucid Nelva Brunsting declared incompetent, and after disfiguring the Family, Decedent's, and Survivor's trusts with their 8/25/2010 QBD, still not being satisfied that the scheme to steal their siblings' inheritance expectancies was fool proof, Anita, Amy, Carole and Candace Freed converged on Nelva in her own home on December 21, 2010, leaving Nelva no place to retreat. (Exhibit 25)

Nelva is alleged to have voluntarily signed resignation papers prepared by Candace Freed that improperly gave Anita total control over the assets of the entire Brunsting family of trusts, but those changes could not be made under the law of the trust. Under Article III of the 2005 Restatement as lawfully amended in 2007, the family trust became irrevocable at the death of Elmer Brunsting April 1, 2009, but could also not be changed after Elmer's incompetency certification of June 2008, as it was an A/B trust requiring both Founders' agreement to effect any changes.

⁷ Plaintiff Curtis original petition filed in the federal court on February 27, 2012 was made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

IX.

The Claims

Each of the following claims for breach of fiduciary relates to the period of time between the death of Nelva Brunsting and the filing of this motion. All of the Articles, exhibits and claims herein stated, and the attached Memorandum of Points and Authorities are hereby incorporated by reference as if restated in every other Article and Claim.

Claim 1. Abuse of Discretion: Failure to Create Individual Trust Shares or Fund Personal Asset Trusts

Article X of the 2005 Restatement of the family trust requires the trustees to distribute the trust res into five Trust Shares for the five beneficiaries, to be created upon the death of the second Founder. (Exhibit 7)

The 8/25/2010 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement that Defendant's cling to, but have not produced, requires the trustees to establish five personal asset trusts upon the death of the second Founder.

Nelva Brunsting, the second Founder, died November 11, 2011. It does not matter which instrument was to be followed, the trustees are in breach for failure to act and failure to seek judicial guidance in either circumstance, which is a clear case of abuse of discretion.

The injunctive order issued by the federal court April 9, 2013 not only enjoins Defendants from spending trust funds without prior court approval but, in fact, also compels Defendants to deposit income into an appropriate account for the beneficiary.

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account.

On June 25, 2015 Amy responded to Curtis' 1st interrogatories (Exhibit 22) and in her answers she blames Carl and Candace for bringing litigation as the cause for her inability to meet her fiduciary obligations.

Answering interrogatory 1 Amy states: (emphasis added)

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed,

they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees

Amy further claims in interrogatory No.2:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

According to Anita Brunsting's June 4, 2015 answer No. 18 to Curtis' interrogatories regarding the irrevocable trust provisions for establishing personal asset trusts, Anita says Nelva "superseded" the irrevocable A/B trust agreement. (Exhibit 23) (Emphasis added)

18. Describe the steps you have taken to honor the provisions of Article X, Section B(1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

In Amy's Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment⁸, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, Amy seeks to take refuge in the fact the personal asset trusts have not been "created" where she states:

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property.

In Anita Brunsting's June 4, 2015 answer to Curtis' 1st written interrogatories (Exhibit 23) in response to number 19, Anita blames "the litigation" for failure to fund the personal asset trusts: (Emphasis added)

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

⁸ Filed with this Court 5/13/2013 BT-2013-154977

*RESPONSE: After Nelva’s death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. **Candace then brought litigation.***

The 2005 Restatement and the 2007 Amendment were the last A/B trust agreements signed by both Elmer and Nelva Brunsting. Limitations on the Founder’s ability to amend or revoke “the trust” were provided in Article III Section B (Exhibit 7) which reads as follows: (*emphasis added*)

Section B. We May Amend Our Trust

*This trust declaration **may be amended by us** in whole or in part in a writing signed **by both of us** for so long as we both shall live. Except as to a change of trust situs, **when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.***

*Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust **as to that Founder's share or interest alone.***

Thus, any instruments claiming to have amended the irrevocable Family trust after the incapacity of Elmer Brunsting and any instruments claiming to amend the irrevocable Decedent’s trust after Elmer’s death are invalid on their face, and those would include the proclaimed changes in successor co-trustees as hereinafter more fully appears.

Pursuant to Article X of the 2005 Restatement, which Nelva had no power to supersede, the trustees were to establish five trust shares for the five beneficiaries at the death of the surviving founder.⁹

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

| <i>Beneficiary</i> | <i>Share</i> |
|------------------------------|--------------|
| <i>CANDACE LOUISE CURTIS</i> | <i>1/5</i> |
| <i>CAROL ANN BRUNSTING</i> | <i>1/5</i> |
| <i>CARL HENRY BRUNSTING</i> | <i>1/5</i> |
| <i>AMY RUTH TSCHIRHART</i> | <i>1/5</i> |

⁹ Exhibit 7 Article X page 10-1

ANITA KAY RILEY

1/5

There is no legal authority to support the notion that a suit brought by a beneficiary against a trustee for breach of fiduciary, or that animosity between the trustee and a beneficiary in any way relieves the trustee of performing the fiduciary duties the trustee owes to the beneficiary.

Nelva Brunsting died November 11, 2011. Article X of the 2005 restatement requires establishment of five trust shares at the death of the second Founder. The 8/25/2010 QBD requires distribution to 5 personal asset trusts at the death of the second Founder. Therefore, it matters not what instrument is relied upon, the trustees are in breach for failure to exercise discretion in either circumstance.

The federal Court found the trust required establishment of individual trust accounts and that the trustees had failed to fund the trust accounts. The injunction commands Defendants to deposit income into an appropriate account for the beneficiary and yet no income has been deposited appropriately into an account for any beneficiary. Defendants cannot blame the injunction for refusing to do what it commands!

There is no legal nexus between litigation and Defendants' proclaimed inability to act and no known legal authority exists to support such claims. Defendants have offered no valid defense as to why separate trust shares or personal asset trusts, have not been "set up", as Amy's March 6, 2012 affidavit claims. (Exhibit 1)

Defendants have offered no valid defense as to why separate trust shares have not been created, as required under the terms of the 2005 Restatement, or as to why personal asset trusts have not been "set up" as required under the terms of the 8/25/2010 QBD and as required under the terms of the federal injunction.

It should be judiciously noted here that the willful violation of a federal Court injunction is not merely a civil contempt but also a federal crime under Title 18.¹⁰ If Defendants were uncertain what instruments to follow they had a constructive trustee duty to petition for judicial guidance, which they also failed to seek.

Claim 2. Duty of Competence: Failure to Account for, Protect and Maintain Trust Assets - EE Bonds

¹⁰ 18 U.S.C. § 402 : US Code - Section 402: Contempt's constituting crimes

Defendants owe Plaintiff a duty to take possession of and protect trust assets. Defendants have known of the existence of U.S. Treasury EE Bonds held in the name of the family trust and have refused or otherwise failed to take possession, protect or account for the known EE Bonds.

Plaintiff Curtis sought an accounting for the EE Bonds in her initial complaint on February 27, 2012 (28 months after Anita claims to have become trustee). (Exhibit 5)

Fourteen months after Plaintiff Curtis' initial filing the federal Court issued an injunction to prevent wasting of the assets and a special Master was appointed to prepare an accounting of the income and disbursements of the trust from the date Anita Brunsting claims to have become sole trustee through May 31, 2013.

The Special Master appointed by the federal Court issued his report July 31, 2013 and the Defendants filed a response and an objection. On August 13, 2013 Curtis filed her response to Report of Master¹¹ and demanded at items 4 and 5 that Defendants account for U.S. Treasury EE Bonds held in the name of the trust.

A hearing was held September 3, 2013. While testifying the Special Master expressed questions as to the whereabouts of said bonds. (Exhibit 18)

Ten months later, still having no information about the EE Bonds, other than the Defendants' own production of April 2013, Plaintiff Curtis sent a letter of inquiry to the U.S. Treasury and subsequently received a response regarding the EE Bonds. (Exhibit 21)

December 14, 2014, Brad Featherston apparently emailed Plaintiff Curtis' prior counsel Jason Ostrom, and Carl Brunsting's counsel Bobbie Bayless asking for permission to "cash the bonds and deposit the money". (Exhibit 20)

Anita's June 4, 2015 answer to Curtis' interrogatories claims trustee failure to account for EE bonds is Plaintiffs' fault: (Exhibit 23) (Emphasis added)

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

*RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. **Defendant did not see a record of the bonds being in the name of the trusts.** In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.*

24. What claim(s), if any, were you asking to be processed?

¹¹ See Exhibit 17

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendants blame Carl and Candace for their refusal to account for the EE Bonds, but there is no legal nexus between alleged accusations that Carole stole the bonds and Defendants' fiduciary duty to account for the bonds. There is no legal authority to support the notion that a fiduciary's duty to account is somehow dependent upon a beneficiary's permission to cash bonds, and there is no rational connection between requesting the reissue of EE bonds and a beneficiary's permission to cash bonds. Defendants' posture is not a legal defense to failure to account.

Anita's response to Plaintiff Curtis' interrogatories claims that she did not know about EE bonds in the name of the trust¹² when 1) they are identified in Defendants' own disclosures¹³ 2) Plaintiff Curtis specifically demanded Defendants account for the bonds in her August 13, 2013 Response to the Report of Master¹⁴ 3) Plaintiff Curtis' original federal complaint mentions the EE bonds¹⁵, and 4) the Special Master mentioned his curiosity as to the whereabouts of the unaccounted for EE bonds while testifying at the hearing on the Masters report September 3, 2013.¹⁶

The refusal to secure and preserve known trust assets by certifying authenticated copies of trust documents to the US Treasury in order to cause the reissue of the US Treasury EE series bonds is not a mistake, inadvertence or excusable neglect.

Claim 3. Breach of Fiduciary Duty to Account: Failure to Render Full, True, Complete, and Timely Accounting

Beginning with Anita's acceptance of the appointment of successor trustee, (Exhibit 11-e) when Nelva allegedly resigned on December 21, 2010, semi-annual accountings to Nelva were thus required on the summer and winter solstice, June 22nd and December 21st of each year.

¹² Exhibit 23

¹³ Exhibit 19

¹⁴ Exhibit 17

¹⁵ See This Courts record 02102015:1527:P0082

¹⁶ Exhibit 18

Amy Brunsting claims to have become a successor co-trustee with Anita when Nelva died on November 11, 2011. (Exhibit 1) (Amy Affidavit) No accounting was rendered December 21, 2011. Amy's Affidavit claims they have done the best that they can in the short time since Mother's death, but if accountings had been timely and properly prepared for Nelva by Anita, then it would have been a simple exercise to update them with the December bank and brokerage information. Current bank and brokerage statements continue to be withheld as of this writing.

The first quasi-accounting in the form of spreadsheets¹⁷ was received on April 5, 2012 in response to a December 2011 demand for a statutory accounting. The only other accounting was performed by the Special master and no formal statutory accounting has ever been performed or submitted to all of the beneficiaries.

Based upon Defendants' previous reference to the federal injunction as "questionable" and having received inadequate "accounting" information, Plaintiff Curtis has again become profoundly concerned about the economic health of "the trust" and did send demand for statutory accounting June 15, 2015. (Exhibit 24) The statutory time has long since run and no accounting has been rendered.

Claim 4. Breach of Affirmative Fiduciary Duty of Full Disclosure

Defendants have no legal defense for their refusal to honor the affirmative fiduciary duty of full disclosure and transparency. As can easily be seen from Plaintiff Curtis' original federal complaint and Affidavit, the lawsuits were brought to compel the performance of fiduciary obligations, primarily those of accounting and disclosure.

At this late juncture Defendants' only defense to their abject failure to perform any fiduciary duties, is to assert that Carl and Candace are no longer beneficiaries because they brought litigation to compel fiduciary accounting and disclosures. This is yet another defense effort to remove loyalty and accountability, the very essence of the fiduciary relationship itself.

X.

Conclusion – The Emperor Wears No Clothes

Historiographically, we have obfuscation and subterfuge and what appears to be elder abuse; de-facto trustees assuming the office; troublesome disposition of trust assets; an absence of competent book keeping; failures to disclose and account; questionable documents; improper

¹⁷ Exhibit 2

changes to irrevocable trusts; stalking; illegal wiretapping; and an absolute and complete absence of any fiduciary duties fulfilled without judicial compulsion.

Defendants cannot blame their failures to act on litigation brought to compel honoring of fiduciary obligations. The injunctions applied for and issued to prevent further misapplication of assets and to compel the honoring of fiduciary obligations, are not an excuse for failure to act.

Defendants have stated no valid legal defense and their excuses are nothing but confessions. Taken together, mere 'incompetence' cannot explain the synchronicity of events.

Defendants' pleadings and answers to interrogatories confess what their intentions have been all along. The plot was to steal Carl and Candace's inheritance expectancies and then to declare their victims "disinherited" should they object, just as Candace suspected in her email to Carole in October of 2010, and just as Defendants stated in their answers to Plaintiff's interrogatories and objections as exhibited herewith.

Anita, Amy and Carole kept their consorted acts secreted, refused to answer, and waited for Carl and Candace to seek judicial remedy to spring their disinheritance trap. In other words, the 8/25/2010 QBD was intended to eliminate accountability and the duty of loyalty, which no Court has ever even attempted, as that would dissolve the fiduciary relationship itself, an improper act, which is exactly what Defendants appear to have intended from the onset.

Defendants' plot was also clearly depicted in the Affidavit attached to Plaintiff Curtis' original federal complaint, filed February 27, 2012, now a part of this Court's record.¹⁸ (Emphasis added)

I saw Carl and Drina for the first time since our Father's death, at our Mother's funeral. I did not know what to expect. Carl was talking to someone when Drina and I saw each other. In the blink of an eye we were hugging each other and crying. The deep wounds created by what had transpired over the last 16 months immediately began to heal. The bond between Carl, Drina and I was rekindled over the next few days. The difficulty for all of us was coming to grips with the notion that, apparently, behind our backs, Anita had made a concentrated effort to take control of the entire trust, and our individual inheritances, in such a manner that if Carl and I complain about it, she gets to keep it, all the while asserting to others that our Mother made this decision ON HER OWN. I know she did not, because she said so to me on the phone. She took my concern to heart and subsequently sent me a handwritten note saying, again, that it was not true.¹⁹

¹⁸ Plaintiff Curtis original petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015 Document No. PBT-2015-47608

¹⁹ See Exhibit 13

Observe Amy's recent answers to interrogatories. (Exhibit 22 p.13 emphasis added)

*(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?*²⁰

Answer:

*"Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete subpart. It seeks to require the Respondent to interpret legal documents and render legal conclusions. **Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.***

Curtis' original federal complaint and affidavit contains email threads between Carole Brunsting and Candace Curtis in October of 2010, that make it clear Anita and Amy were both browbeating Nelva and not allowing her control over her own estate.

Note the reference to Amy and Anita's disinheritance plot at page 4 of 4 of the following email thread (Exhibit 5-d):

From: Candace Curtis <occurtis@sbcglobal.net> Subject:

To: "Carole Brunsting" <cbrunsting@sbcglobal.net>

Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

The threat of using an in terrorem clause against Carl and Candace for bringing litigation to construe a trust instrument, direct the trustees to do or abstain from doing any particular act in their fiduciary capacity, determine any question arising in the administration of the trust, including the construction of writings, is apparently the only response Defendants can muster.

Such threats are inconsequential. A cestui que right to declaration as to the validity and interpretation of instruments and to compel the trustee to do or abstain from doing any particular act, is a statutory and common law right belonging to the cestui que that prevails over any terms of a trust to the contrary.²¹

²⁰ It should be noted here that this question was selected from the Northern Trust Company web site section advising the beneficiary on what questions to ask the trustee.

²¹ Texas Property Code §115.001 vis-à-vis Property Code §111.0035; Branult v. Bigham, 493 S.W.2d 576; Texas Civil Practice and Remedies Code §37.005

The exercise of a cestui que right to hold the trustee accountable cannot be diminished, let alone perverted into violation of an in terrorem clause.

By claiming beneficiaries Carl and Candace are disinherited for violating an in terrorem clause, Defendants seek to remove Plaintiffs' standing to demand accountings, distributions, or disclosures, or to hold the impostor trustees to honor any of the fiduciary duties of the office.

It should be noted that disinheritance threats in Defendants' objections to distributions, and in their responses to interrogatories, were made in anticipation of the joint no-evidence motion for partial summary judgment subsequently filed by Defendants' Amy and Anita that they later removed from calendar. Defendants Anita and Amy Brunsting filed a joint motion in an effort to validate their 8/25/2010 QBD, collectively claiming personal knowledge of its validity. It should be noted that when confronted individually they have each disavowed any personal knowledge of its alleged signing.

Plaintiff would love to discuss the content of the 8/25/2010 QBD instrument and have tried every conceivable means to get the Defendants to qualify the thing as evidence so that we would have something to talk about, but has been continually frustrated in that effort.

Plaintiff Curtis' response to Defendants' no-evidence motion also included a counter motion under Texas Evidence Codes §§1002, 1003. That motion remains pending and is incorporated by reference, along with Carl Henry Brunsting's Motion for Partial Summary Judgment, as if fully restated herein.

The problem of the mysterious QBD would be resolved by the party claiming the existence of the QBD simply certifying the archetype of the instrument before the Court with a declaration as to the chain of custody. However, if Defendants could do that why would they not have certified trust instruments to the US Treasury to cause the reissue of the EE Bonds?

The eight Bates stamped copies (Exhibit 10) of the three 8/25/2010 QBD signature page versions connect all three Defendants with Candace Freed and that is no coincidence either. The fact that Nelva herself said in her own hand that it was not true (Exhibit 13) does not seem to affect Defendants' position of "we say Nelva instructed"²². Even if Defendants could produce the original and explain away the divergent copies of the original, it remains utterly worthless, collapsing under the weight of its own improprieties.

²² Exhibits 22 & 23

Amy and Anita's answers to Curtis' interrogatories²³ claim the trust instruments speak plainly for themselves, but nowhere does one find Nelva's alleged power to "supersede" the irrevocable trusts, or the "Nelva instructed" provisions.

Anita Brunsting was removed as a successor trustee by both Elmer and Nelva Brunsting with the 2005 Restatement (Exhibit 7), and Amy Brunsting was removed as a successor co-trustee by both Elmer and Nelva Brunsting with the 2007 Amendment.

All three of Anita Brunsting's claims of returning to successor trustee status are colorable and none more colorable than the December 21, 2010 resignation and appointment documents, whereby Anita claims to have become trustee over all of the family trusts.

Nelva, individually, held no power to remove the trustees for the Decedent's or Family trusts and, thus, neither Anita nor Amy Brunsting ever returned to the status of a trustee after their removal by both Elmer and Nelva acting jointly.

In her own words Anita admits to browbeating Nelva and withholding trust information. Anita imposed her own will as if she were the new Founder, reminding Nelva Brunsting that she was no longer trustee and no longer had access to the trust. (Exhibit 5-e)

XI.

Prayers for Relief

For the reasons presented and supported by competent evidence within the record, Plaintiff prays that her several motions for partial summary judgment be granted, that Plaintiffs' petitions for declaratory judgment be answered, and that Plaintiff and the several trusts receive all other general, special, legal and equitable relief to which Plaintiff and the trusts may be entitled.

Plaintiff asks the Court for findings of fact and conclusions of law, order and ruling, that Defendants Amy and Anita Brunsting are de son tort Trustees liable for breaches of fiduciary obligations occurring after the demise of Nelva Brunsting including but not limited to those specifically enumerated herein:

1. Failure to Distribute Assets to Trust Shares or Fund Personal Asset Trusts or otherwise distribute the trust property interests amongst the beneficiaries (abuse of discretion)
2. Failure to account for known trust assets, to wit U.S. Treasury EE Bonds
3. Failure to render full, true, complete, and timely accounting

²³ (Exhibits 22, 23)

4. Breach of the ongoing duty of full disclosure

Plaintiff further asks the Court for findings of fact and conclusions of law along with declaratory judgment that:

1. The July 1, 2008 appointment of successor trustees is invalid;
2. The August 25, 2010 appointment of successor co-trustees is invalid as to the Family and Decedent's irrevocable trusts;
3. The December 21, 2010 resignation and appointment of successor trustees instruments are invalid as to the Family and Decedent's irrevocable trusts;
4. The 2005 restatement as amended in 2007 is the current law of the trust;
5. Plaintiffs Carl Brunsting and Candace Curtis are the de jure trustees for the Family and Decedent's irrevocable trusts; and
6. If Defendants cannot Verify original appointment instruments before the Court, Plaintiff asks for a declaration that Carl Brunsting and Candace Curtis be declared the de jure trustees for the Nelva E. Brunsting Survivor's Trust as well;
7. Defendants Amy and Anita Brunsting be compelled to specific performance in that they be ordered to verify the original trust instruments before the Court and submit certified copies to the United States Treasury for the reissue of U.S. Treasury EE Bonds;
8. Plaintiff asks that Defendants Amy and Anita Brunsting be removed from acting as trustees for the Family, Decedent's and Survivor's trusts, as appropriate;
9. Plaintiff asks that Carl Brunsting and Candace Curtis be declared de jure trustees as appropriate;
10. Plaintiff asks that Amy and Anita Brunsting be ordered to surrender all original trust documents, records of accounts, receipts and all other trust assets to de jure trustees Candace Curtis and Carl Brunsting forthwith; and
11. Plaintiff asks that Defendants are ordered to pay all costs for these motions and hearings and to award Plaintiff all other general, special, legal and equitable relief to which Plaintiff and/or the trusts may be entitled.

Plaintiff so moves this Honorable Court.

Respectfully submitted,

By: /s/ Candace L. Curtis
CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

CALIFORNIA JURAT ATTACHED

NO. 412,249-401

CANDACE LOUISE CURTIS

Plaintiff,

V.

ANITA KAY BRUNSTING, ET AL

Defendants.

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IN PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

CANDACE LOUISE CURTIS' VERIFICATION

TO THE HONORABLE PROBATE COURT AND TO ALL PARTIES:

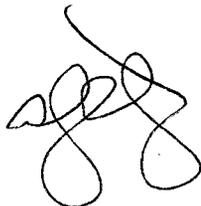
Candace Louise Curtis is a competent fact witness beyond the age of majority having personal knowledge of the matters before the Court and does bear witness under penalty of perjury by the attached California Jurat, and does solemnly swear that the facts presented in Plaintiff Curtis' Motion for Partial Summary Judgment and Concurrent Petitions for Declaratory Judgment are true and correct representations of the record before the Court and that the law presented to the Court in the Memorandum of Points and Authorities in Support of Plaintiff Curtis' Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment represent the current condition of the relevant law.

Respectfully submitted,

By: /s/ Candace L. Curtis
CANDACE L. CURTIS

1/25/2016

218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net



JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

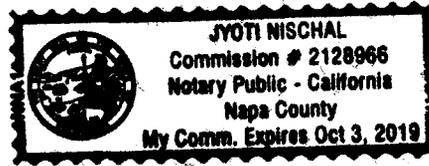
State of California

County of NAPA

Subscribed and sworn to (or affirmed) before me on this 25 day of JAN,
2016 by CANDACE LOUISE CURTIS

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jyoti Nischal
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Signature Verification
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 01/25/2016

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 26th day of January 2016, to the following via email:

Attorneys for Anita Kay Brunsting

Bradley E. Featherston
The Mendel Law Firm, L.P.
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Attorneys for Drina Brunsting as attorney-in-fact for Carl Henry Brunsting:

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Attorneys for Carole Ann Brunsting

Darlene Payne Smith
Crain, Caton & James
Five Houston Center
1401 McKinney, 17th Floor
Houston, Texas 77010
dsmith@craincaton.com

/s/ Candace L. Curtis
CANDACE L. CURTIS

Exhibit 1

Affidavit filed in the federal court by Defendant Amy Brunsting March 6, 2012

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

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§

CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS

§
§
§

COUNTY OF COMAL

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.
2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.
3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.
4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.
5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.

8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

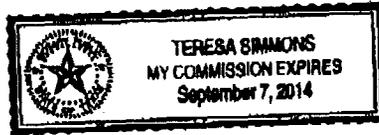
10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.

Amy Ruth Brunsting
AMY RUTH BRUNSTING

Amy Ruth Brunsting

Sworn to and signed before me by *Amy Ruth Brunsting*, on this *6th* day of March, 2012.

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

Exhibit 2

April 5, 2012 spreadsheets A-J

| ELMER BRUNSTING DECEDENT'S TRUST ASSET LIST | | | | |
|--|---|------------------------|--------------------------|---|
| OWNER | ASSET CATEGORY | DEC 2010 VALUES | MARCH 2012 VALUES | MARCH 2012 COMMENTS |
| | REAL PROPERTY | | | |
| | 141 Acres, Iowa, Sioux County, (valued at estimated \$10,000/acre per Rich Ridders) | \$ 1,410,000.00 | \$ 2,157,300.00 | appraised value as of 2/7/2012, \$15,300/acre |
| | SUBTOTAL | \$ 1,410,000.00 | \$ 2,157,300.00 | |
| | INVESTMENT ACCOUNTS | | | |
| | Edward Jones Acct: #653-13579; | \$ 267,302.58 | \$ 250,048.26 | as of 2/24/2012 |
| | SUBTOTAL | \$ 267,302.58 | \$ 250,048.26 | |
| | DRIP ACCOUNTS | | | |
| | Chevron Acct# 125175509293; 595.4547 shares @ \$106.78/share; tranferred to Anita Brunsting Trustee, 3/25/11 | \$ 63,582.65 | \$64,698.63 | 614.1303 Shares @ \$ 105.35/share; value as of 3/22/2012 |
| | Chevron Acct#: ELMERH--BRDT--0100; 612 shares @ 106.78/share, 3/25/11; never transferred to Anita Brunsting as Trustee, remained as Nelva Brunsting Trustee | \$ 65,349.36 | \$ 64,474.20 | 612 Shares @ \$105.35/share; value as of 3/22/2012 |
| | ExxonMobil Acct#C0009467769, Shares 1908 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee. | 157,848.84 | \$ 50,394.52 | 583 Shares @ \$86.44/share; value as of 3/16/2012 |
| | SUBTOTAL | \$ 286,780.85 | \$179,567.35 | |
| | CASH ACCOUNTS | | | |
| | Bank of America Ckg acct#586027563536 | \$ - | \$ 41,667.77 | Established after mother's death. Includes deposit from farm rent profit bonus at end of 2011 of \$13,902.51 and first half of 2012 rent of \$26,437.50 |
| | NOTES RECEIVABLE | | | |

Schedule A

| | | | | |
|--|---|-----------------|----------------|---|
| | \$20,000 note from Candy Curtis dated 6/15/2010 | \$ (20,000.00) | \$ (20,000.00) | |
| | SUBTOTAL | \$ - | \$ (20,000.00) | |
| | MISCELLANEOUS | | | |
| | Rental income from Iowa farm - mom deposited check in her personal checking acct as beneficiary of decedent's trust | \$ (15,510.00) | \$ 13,902.51 | Bonus from profit on 2011 crops - deposited into decedent's trust checking acct 1/11/12 |
| | | | \$ 26,437.50 | First half of 2012 rent - deposited into decedent's trust checking acct 3/5/12 |
| | TOTAL | \$ 1,964,083.43 | \$2,586,915.61 | |

| NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST | | | | |
|--|---|------------------------|--------------------------|---|
| OWNER | ASSET CATEGORY | DEC 2010 VALUES | MARCH 2012 VALUES | MARCH 2012 COMMENTS |
| | REAL PROPERTY | | | |
| | HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (value on tax role) | \$ 270,000.00 | \$ - | House Sold- CLOSING DATE 3/12/11 |
| | SUBTOTAL | \$ 270,000.00 | \$ - | |
| | INVESTMENT ACCOUNTS | | | |
| | Edward Jones Acct: #653-13555-1-6 | \$ 191,205.00 | \$ 1.05 | |
| | SUBTOTAL | \$ 191,205.00 | \$ 1.05 | |
| | DRIP ACCOUNTS | | | |
| | Chevron Acct# 124921356678; 706.0888 shares @ \$106.78/share; transferred to Anita Brunsting Trustee, 3/25/11 | \$ 75,396.16 | \$ 19,012.88 | 172.4055 Shares @ \$ 110.28/share; value as of 3/16/2012 |
| | Deere & Co. Acct#806578316055 - as of 2/1/2011; 9.5807 shares @ \$92.96/share; never transferred to my name as trustee | \$ 890.62 | \$ 719.40 | 9.7125 Shares @ \$74.07/share; value as of 11/2/2011 |
| | ExxonMobil Acct#C0009467777, Shares 2101.968469 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee. | 173,895.85 | \$ 72,256.12 | 835.910671 Shares @ \$86.44/share; value as of 3/16/2012 |
| | MetLife Acct#124921356678, Share 95.00 @ \$45.05/share | \$ 4,279.75 | \$ 3,685.05 | 95.00 Shares @ \$38.79/share, value as of 3/19/2012 |
| | SUBTOTAL | \$ 254,462.38 | \$ 95,673.45 | |
| | CASH ACCOUNTS | | | |
| | Bank of America Ckg acct#586027563523 | \$ - | \$ 446,235.69 | Established after mother's death. Includes deposit from proceeds of sale of house: \$433,129.32 |
| | Bank of America Ckg acct#0085190001143 | \$ 5,215.37 | \$ 1,471.75 | |
| | Blue Bonnet Credit Union Sav? Acct#13332 | \$ 10.91 | \$ 10.91 | |
| | Bank of America Ckg acct#586021229546 (joint acct w/ Carole set up to pay bills for and by Nelva Brunsting, value at start date 12/31/10) | \$ 25.00 | \$ - | |

Schedule B

| NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST | | | | |
|--|---|------------------------|--------------------------|--|
| OWNER | ASSET CATEGORY | DEC 2010 VALUES | MARCH 2012 VALUES | MARCH 2012 COMMENTS |
| | SUBTOTAL | \$ 5,251.28 | \$ 1,482.66 | |
| | NOTES RECEIVABLE | | | |
| | Anita Brunsting, 160 Exxon Shares already removed from total shares above | \$ - | \$ 13,830.40 | 160 Shares @ \$86.44/share, value as of 3/16/2012 |
| | Anita Brunsting, 135 Chevron Shares already removed from total shares above | \$ - | \$ 14,887.80 | 135 Shares @ \$110.28/share, value as of 3/16/2012 |
| | SUBTOTAL | \$ - | \$ 28,718.20 | |
| | MISCELLANEOUS | | | |
| | Household and Personal Goods | \$ 5,000.00 | \$ - | |
| | Jewelry | \$ 853.00 | \$ 853.00 | |
| | Coins | \$ 690.00 | \$ 690.00 | |
| | 2002 Buick LeSabre, VIN# 1G4HR54K3YU229418 | \$ 5,500.00 | \$ 5,500.00 | title never transferred to trust |
| | SUBTOTAL | \$ 12,043.00 | \$ 7,043.00 | |
| | IRA/401K | | | |
| | Edward Jones, Acct# 609-91956-1-9, as of 1/1/2011 | \$ 54,367.51 | \$ 199.20 | |
| | TOTAL | \$ 787,329.17 | \$ 133,117.56 | |

| BRUNSTING FAMILY IRREV TRUST - LIFE INSURANCE | | | | |
|--|---|------------------------|--------------------------|--|
| OWNER | ASSET CATEGORY | DEC 2011 VALUES | MARCH 2012 VALUES | MARCH 2012 COMMENTS |
| | CASH ACCOUNTS | | | |
| | Bank of America Acct#008519206643 - life insurance premium drawn from this acct.; as of 12/6/2011 | \$ 970.96 | \$ - | acct closed; remaining balance of \$142.85 deposited into Survivor's Trust Checking on 3/8/3012 |
| | Lincoln Financial Group | \$ - | \$ - | -balance 1/17/12;\$250440.00 payout to each beneficiary of \$50,088; additional interest paid 1/31/12; \$154.40; remaining balance of \$166.86 sent by check to Anita Brunsting Trustee in March 2012; deposited into Survivor's Trust Checking on 3/13/2012 |

| FINAL | | NELVA BRUNSTING SURVIVOR'S TRUST (ST) ASSET LIST | | 3/30/12 |
|------------------------|---|--|------------|--|
| OWNER on
11/11/2011 | ASSET CATEGORY | | | 11/11/11
VALUES
unless
indicated
otherwise |
| | REAL PROPERTY | | | |
| ST (Survivor's Trust) | HS-Lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (Value at right is what it went on the market for) Appraised value was \$410,000.00; actual sale price is fair market value; (Value net after sale: \$433,129.32) | | ✓ | \$ 469,000.00 |
| | SUBTOTAL | \$ | 469,000.00 | |
| | INVESTMENT ACCOUNTS | | | |
| ST | Edward Jones Acct #653-13555-1-6 | | | \$ 1.05 |
| | SUBTOTAL | \$ | 1.05 | |
| | DRIP ACCOUNTS | | | |
| ST | Chevron Acct #124921356678 36.8438 Shares @\$107.0650/share value on date of death (basis) | | ✓ | \$ 3,944.68 |
| LT (ST) | Deere & Co. Acct#806578316055 (Value at right reflects value on W's date of death) Basis: \$75.35/share with 9.7125 shares owned as of 8/1/2011 Reinvested shares | | ✓ | \$ 731.84 |
| ST | ExxonMobil Acct #C0009467777; Shares 671.987460 @\$79.79/share on date of death and new basis) | | ✓ | \$ 53,617.88 |
| ST | MetLife Acct #124921356678 95.00 shares @33.01/share basis | | ✓ | \$ 3,135.95 |

Key:

H - Husband
W - Wife
LT - Living Trust

SP - Separate Property
CP - Community Property
PRO - Probate

JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Schedule D

17-20360.747

| | | | |
|----------------|--|--------------|-------------|
| | SUBTOTAL | \$ 61,430.35 | |
| | | | |
| | CASH ACCOUNTS | | |
| ST | Bank of America Ckg Acct #008519001143, accrued int of \$.00 | ✓ | \$ 7,535.14 |
| W | Blue Bonnet Credit Union Sav? Acct #13332, accrued int of \$.00 (as of 2/29/12 stmt); Note: Bluebonnet Acct #5805 was a credit card acct | ✓ | \$ 10.91 |
| W or Carol ROS | Bank of America Acct# 586021229546 (account set up to pay bills for and by W); Value at right was closing value of the account | ✓ | \$ 1,479.67 |
| | SUBTOTAL | \$ 9,025.72 | |
| | | | |
| | MISCELLANEOUS | | |
| ST | Household and Personal Goods | ✓ | \$ 5,000.00 |
| ST | Jewelry including Gold Watch and other Miscellaneous pieces (see attached itemized list); per Co-Tee based on similar assets | ✓ | \$ 853.00 |
| H & W JT | 2000 Buick LeSabre, VIN #1G4HR54K3YU229418 (Value per Co-Trustee via email 11/27/2011) | ✓ | \$ 5,500.00 |
| W (ST) | IRS - Overpayment of Taxes for Tax Year 2010 | ✓ | \$ 6,215.87 |
| ST | Miscellaneous Coins | ✓ | \$ 690.00 |
| | SUBTOTAL | \$ 18,258.87 | |
| | | | |
| | IRA/401K | | |
| W | Edward Jones, Acct #609-91956-1-9, ? is bene (shows portfolio summary, value as of 12/31/2011) | ✓ | \$ 245.52 |
| | SUBTOTAL | \$ 245.52 | |

Key: H - Husband
W - Wife
LT - Living Trust

SP - Separate Property
CP - Community Property
PRO - Probate

JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

| | | | |
|--------------------|--|--|---------------|
| | | | |
| GRAND TOTAL | | | \$ 557,961.51 |

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

| | LIFE INSURANCE | | |
|---------------------------------------|--|---------------|---------------|
| Brunsting IRREV Trust | \$250,000.00, ILIT, Policy #JP4432833, 5 kids are trust benes (claim has been made; actual payout as follows: \$250,440.00 (\$440 was death claim interest on the policy which is considered income to the trust earned after date of death) | | \$ 250,000.00 |
| Grand TOTAL IRREV TRUST ASSETS | | \$ 250,000.00 | |

| ELMER BRUNSTING DECEDENT'S TRUST (DT) ASSET LIST | | | 3/30/12 |
|---|---|-----------------|---------------------------|
| OWNER | ASSET CATEGORY | | 11/11/11 VALUES of |
| | REAL PROPERTY | | |
| DT (Decedent's Trust) | 143+ Acres, Iowa, Sioux County, Iowa (valued at \$1,294,617.50 on H's Date of death); Value based on Appraisal at @\$15,300/acre | ✓ | \$ 2,190,000.00 |
| | SUBTOTAL | \$ 2,190,000.00 | |
| | INVESTMENT ACCOUNTS | | |
| DT | Edward Jones Acct #653-13579 (Value as of W's DOD at right. Basis was set as of H's DOD); confirmed acct number through Doug Williams' office | ✓ | \$ 236,588.20 |
| | SUBTOTAL | \$ 236,588.20 | |

Key: H - Husband SP - Separate Property JT - Joint
W - Wife CP - Community Property ROS - Rights of Survivorship
LT - Living Trust PRO - Probate JTROS - Joint with Rights of Survivorship

| DRIP ACCOUNTS | | | |
|----------------------|---|---|-----------------|
| DT | Chevron Acct #125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at \$107.0650/share. | ✓ | \$ 65,523.78 |
| DT | Chevron Acct#125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at \$107.0650/share | ✓ | \$ 64,770.15 |
| DT | ExxonMobil Acct #C0009467769 (basis \$67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012) | ✓ | \$ 46,517.57 |
| | SUBTOTAL | | \$ 176,811.50 |
| MISCELLANEOUS | | | |
| DT | Rental income from Iowa farm
-Normally rec'd payments 10/2011 (\$15,510.00/6 = \$2,585.00/mo) and next payment due 03/2012; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing) | | \$ (10,340.00) |
| | SUBTOTAL | | \$ (10,340.00) |
| GRAND TOTAL | DECEDENT'S TRUST ASSETS | | \$ 2,593,059.70 |

| | | |
|---------|--|-----------------------|
| ST(LT)W | TOTAL 11/11/2011 | \$557,961.51 |
| DT(H) | TOTAL 11/11/2011 | \$2,593,059.70 |
| ILIT | TOTAL VALUE LIFE INSURANCE TRUST (income \$440.00) | \$250,000.00 |
| | TOTAL 11/11/2011 ASSETS | \$3,401,021.21 |

| | | | |
|-------------|-------------------|-------------------------|---|
| Key: | H - Husband | SP - Separate Property | JT - Joint |
| | W - Wife | CP - Community Property | ROS - Rights of Survivorship |
| | LT - Living Trust | PRO - Probate | JTROS - Joint with Rights of Survivorship |

| Bank of America Acct ending in :1143 | | | | | | | |
|--------------------------------------|------|---------------------------------------|------|--------------------------|-----|-----|-----------|
| 12/23/2010 through 3/9/2012 | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount |
| | | | | | | | 8,459.61 |
| | | BALANCE 12/22/2010 | | | | | |
| 12/23/2010 | EFT | City Of Houston Bill Payment | | Utilities:Water | | c | -52.74 |
| 12/23/2010 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | -3.00 |
| 12/24/2010 | 6848 | Randall's | | Groceries | | c | -60.51 |
| 12/24/2010 | 6849 | Amy Tschirhart | xmas | Gifts Given | | c | -200.00 |
| 12/27/2010 | 6845 | Silvana | | Hair | | c | -25.00 |
| 12/30/2010 | 6850 | Void | | | | | 0.00 |
| 12/30/2010 | 6851 | Tino | carl | Medical:In Home | | | -1,245.00 |
| 12/30/2010 | 6852 | Michael Brooks | | Medical:In Home | | c | -855.00 |
| 12/30/2010 | | Check Order00099 DES:FEE ID:U016 | | Bank Charge | | c | -27.00 |
| 12/31/2010 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 |
| 12/31/2010 | DEP | Deposit | | Invest Inc | | c | 70.30 |
| 12/31/2010 | DEP | Benefits DES:PENSION ID:36301198 | | Income | | c | 594.41 |
| 12/31/2010 | | Tx Tlr Cash Withdrawal From Chk | | | | c | -25.00 |
| 12/31/2010 | | Tx Tlr Transfer To Chk 9546 Bank | | | | c | -25.00 |
| 1/3/2011 | 6847 | Medical Aids | | Medical:Supplies | | c | -32.48 |
| 1/3/2011 | DEP | Us Treasury 310 DES:SOC Sec ID:2 | | Income | | c | 1,780.00 |
| 1/3/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,466.20 |
| 1/4/2011 | 6853 | Robert Cantu | | Medical:In Home | | c | -736.00 |
| 1/5/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 10,000.00 |
| 1/5/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 10,000.00 |
| 1/5/2011 | EFT | State Farm | PPD | Insurance | | c | -299.93 |
| 1/5/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -64.04 |
| 1/6/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,500.00 |
| 1/13/2011 | EFT | Check Order00099 DES:FEE ID:U016 | | Misc:Check Order | | c | -15.00 |
| 1/19/2011 | EFT | Amy Tschirhart | | Gifts Given | | c | -6,000.00 |
| 1/20/2011 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | -3.00 |
| 1/20/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -5,000.00 |
| 1/21/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -80.94 |
| 1/21/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -134.05 |
| 1/25/2011 | 7001 | United States Treasury | | Tax:Fed | | c | -2,840.00 |
| 1/25/2011 | 7003 | Vacek | | Legal Fees | | c | -880.15 |
| 1/25/2011 | 7005 | Entex | | Utilities:Gas & Electric | | c | -130.42 |
| 1/26/2011 | 7004 | Leo Vasquez Tax Assessor Collector | | Tax:Property | | c | -1,112.87 |
| 1/27/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -3,500.00 |

Schedule E

| Bank of America Acct ending in :1143 | | | | | | | | |
|--------------------------------------|------|--|------|--------------------------|-----|-----|------------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | |
| 1/27/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -59.77 | |
| 1/27/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -68.68 | |
| 1/31/2011 | DEP | Benefits DES:PENSION ID:02700488 | | Income | | c | 600.71 | |
| 2/1/2011 | 7002 | State Of Iowa Treasurer | | Tax:State | | c | -330.00 | |
| 2/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 2/2/2011 | EFT | State Farm | PPD | Insurance | | c | -299.93 | |
| 2/7/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -700.00 | |
| 2/8/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 340.83 | |
| 2/9/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 25,000.00 | |
| 2/10/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -10,000.00 | |
| 2/10/2011 | EFT | Online Banking Transfer To Life Ins Acct | | Insurance:Life | | c | -7,200.00 | |
| 2/18/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -106.89 | |
| 2/25/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -67.65 | |
| 2/28/2011 | DEP | Benefits DES:PENSION ID:05500518 | | Income | | c | 600.71 | |
| 2/28/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -76.39 | |
| 3/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 3/1/2011 | EFT | Bank Of America Credit Card Bill | | Household | | c | -282.47 | |
| 3/1/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -52.74 | |
| 3/2/2011 | EFT | State Farm | PPD | Insurance | | c | -299.93 | |
| 3/7/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 219.69 | |
| 3/15/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -100.71 | |
| 3/15/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -70.42 | |
| 3/17/2011 | 7006 | Vacek | | Legal Fees | | c | -340.00 | |
| 3/20/2011 | 7007 | Amy Brunsting | | Reimbursement | | c | -40.00 | |
| 3/23/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.71 | |
| 3/31/2011 | DEP | Benefits DES:PENSION ID:08800208 | | Income | | c | 600.71 | |
| 4/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 4/1/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 787.00 | |
| 4/1/2011 | EFT | Bank Of America Credit Card Bill | | Household | | c | -38.00 | |
| 4/4/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -90.34 | |
| 4/4/2011 | EFT | State Farm | PPD | Insurance | | c | -301.36 | |
| 4/7/2011 | EFT | Candy Curtis | | Gifts Given | | c | -3,000.00 | |
| 4/8/2011 | EFT | County Treasurer DES:TAX ID: 971 | farm | Tax:Property | | c | -1,387.40 | |
| 4/11/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -3,000.00 | |
| 4/11/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -3,000.00 | |
| 4/12/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 5,343.22 | |

| Bank of America Acct ending in :1143 | | | | | | | | |
|--------------------------------------|------|---------------------------------------|----------------------------------|--------------------------|-----|-----|-----------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | |
| 4/15/2011 | 7008 | Void | | | | | 0.00 | |
| 4/15/2011 | 7009 | Void | | | | | 0.00 | |
| 4/15/2011 | 7010 | United States Treasury | Decedents trust 2010 tax | Tax:Fed | | c | -7,095.00 | |
| 4/15/2011 | 7011 | United States Treasury | Decedents trust 2011 tax qtr est | Tax:Fed | | c | -1,780.00 | |
| 4/15/2011 | 7012 | United States Treasury | Surv Trust 2011 tax qtr est | Tax:Fed | | c | -3,095.00 | |
| 4/15/2011 | 7013 | United States Treasury | Surv Trust 2010 tax | Tax:Fed | | c | -3,620.00 | |
| 4/15/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 13,791.21 | |
| 4/18/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -93.99 | |
| 4/20/2011 | EFT | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 1,253.84 | |
| 4/21/2011 | EFT | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 15,206.69 | |
| 4/25/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -7,500.00 | |
| 4/26/2011 | EFT | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 3,538.51 | |
| 4/26/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -176.85 | |
| 4/26/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.71 | |
| 4/28/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.71 | |
| 4/29/2011 | DEP | Benefits DES:PENSION ID:11700518 | | Income | | c | 600.71 | |
| 4/29/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 5/2/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 282.71 | |
| 5/2/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -2,967.61 | |
| 5/3/2011 | EFT | State Farm | PPD | Insurance | | c | -300.62 | |
| 5/9/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -177.21 | |
| 5/10/2011 | 7014 | TDECU | Luke Truck | Gifts Given | | c | -5,443.22 | |
| 5/11/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -99.74 | |
| 5/16/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -4,000.00 | |
| 5/19/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -174.61 | |
| 5/24/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,000.00 | |
| 5/24/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -5,000.00 | |
| 5/24/2011 | | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 54,000.00 | |
| 5/26/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -11.52 | |
| 5/27/2011 | 7016 | The Victoria Col DES:TNET Ach Ck | Luke college | Education | | c | -461.00 | |
| 5/27/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -95.73 | |
| 5/27/2011 | EFT | Bluebonnet Credit Union | w/ medical | Household | | c | -1,864.49 | |
| 5/31/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 208.00 | |
| 5/31/2011 | DEP | Benefits DES:PENSION ID:14600508 | | Income | | c | 600.71 | |
| 5/31/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -11.52 | |
| 6/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |

| Bank of America Acct ending in :1143 | | | | | | | | |
|--------------------------------------|------|---------------------------------------|---------------------------|--------------------------|-----|-----|------------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | |
| 6/2/2011 | 7015 | Vacek | | Legal Fees | | c | -575.59 | |
| 6/2/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -6,355.65 | |
| 6/2/2011 | EFT | Iowa 529 Ach DES:CONTRIB ID:0000 | kt college | Gifts Given | | c | -500.00 | |
| 6/2/2011 | EFT | State Farm | PPD | Insurance | | c | -300.62 | |
| 6/2/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -8,500.00 | |
| 6/3/2011 | EFT | Am-honda DES:PMT ID:000001032223 | for katie | Gifts Given | | c | -5,750.51 | |
| 6/6/2011 | EFT | Chase DES:EPAY ID:1125968648 Ind | | Credit Card | | c | -2,358.75 | |
| 6/8/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -2,000.00 | |
| 6/8/2011 | TXFR | Candy Curtis | | Gifts Given | | c | -2,000.00 | |
| 6/9/2011 | 7017 | Kroese & Kroese | mom | Tax Preparation | | c | -561.93 | |
| 6/9/2011 | 7018 | Kroese & Kroese | decedents trust | Tax Preparation | | c | -1,123.87 | |
| 6/9/2011 | 7019 | Wilchester West Fund | | Tax:Other | | c | -327.00 | |
| 6/9/2011 | 7020 | United States Treasury | Surv Trust 2010 tax qtrly | Tax:Fed | | c | -3,620.00 | |
| 6/9/2011 | 7021 | Treasurer State Of Iowa | | Tax:State | | c | -47.00 | |
| 6/9/2011 | 7022 | United States Treasury | Dec Trust 2010 tax qtrly | Tax:Fed | | c | -1,780.00 | |
| 6/9/2011 | DEP | Deposit | | Invest Inc | | c | 4.18 | |
| 6/9/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -154.09 | |
| 6/9/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -130.35 | |
| 6/10/2011 | DEP | Exxon | | Invest Inc | | c | 896.76 | |
| 6/13/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 51,060.56 | |
| 6/13/2011 | TXFR | Amy Tschirhart | supplies to fix house | Reimbursement | | c | -100.00 | |
| 6/14/2011 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | -3.00 | |
| 6/17/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -217.04 | |
| 6/22/2011 | 7710 | Electchk 7710 Bcf - 14411 We 06/ | | Utilities:Water | | c | -314.57 | |
| 6/27/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -2,364.34 | |
| 6/28/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -86.12 | |
| 6/28/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -52.20 | |
| 6/30/2011 | DEP | Benefits DES:PENSION ID:17900218 | | Income | | c | 600.71 | |
| 7/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 7/1/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 704.00 | |
| 7/5/2011 | EFT | State Farm | PPD | Insurance | | c | -300.62 | |
| 7/5/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -10,000.00 | |
| 7/6/2011 | 7024 | Medical Chest Associates | | Medical:Doctor | | c | -4.12 | |
| 7/6/2011 | EFT | Chase DES:EPAY ID:1142870017 Ind | | Credit Card | | c | -2,976.35 | |
| 7/7/2011 | 7023 | Duke Medical Equipment | | Medical:Supplies | | c | -7.62 | |
| 7/11/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -282.51 | |

| Bank of America Acct ending in :1143 | | | | | | | |
|--------------------------------------|------|---------------------------------------|-----------------------|--------------------------|-----|-----|------------|
| 12/23/2010 through 3/9/2012 | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount |
| 7/11/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -224.42 |
| 7/15/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -7,242.83 |
| 7/18/2011 | EFT | Bluebonnet Credit Union | w medical | Household | | c | -175.47 |
| 7/18/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -166.12 |
| 7/18/2011 | EFT | Chase DES:EPAY ID:1154305808 Ind | | Credit Card | | c | -1,998.19 |
| 7/20/2011 | EFT | Safebox Fee | | Bank Charge | | c | -8.00 |
| 7/26/2011 | EFT | Amy Tschirhart | supplies to fix house | Reimbursement | | c | -100.00 |
| 7/27/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -82.16 |
| 7/27/2011 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | -3.00 |
| 7/28/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.72 |
| 7/29/2011 | DEP | Benefits DES:PENSION ID:20800528 | | Income | | c | 600.71 |
| 8/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 |
| 8/1/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 253.00 |
| 8/1/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -10,000.00 |
| 8/2/2011 | EFT | State Farm | | Insurance | | c | -300.62 |
| 8/5/2011 | 7025 | Vacek | retainer | Legal Fees | | c | -1,000.00 |
| 8/8/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -277.78 |
| 8/10/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -170.89 |
| 8/16/2011 | EFT | Bluebonnet Credit Union | with medical | Household | | c | -1,172.08 |
| 8/17/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -308.10 |
| 8/24/2011 | TXFR | Candy Curtis | | Gifts Given | | | -2,000.00 |
| 8/26/2011 | EFT | Utsa Admissions | Luke college | Education | | c | -575.00 |
| 8/26/2011 | EFT | AT&T | PAYMENT | Utilities:Telephone | | c | -84.47 |
| 8/29/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.72 |
| 8/29/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -10,000.00 |
| 8/31/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 199.00 |
| 8/31/2011 | DEP | Benefits DES:PENSION ID:23900168 | | Income | | c | 600.71 |
| 9/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 |
| 9/1/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -3,256.32 |
| 9/2/2011 | EFT | State Farm | PPD | Insurance | | c | -290.04 |
| 9/5/2011 | 7026 | Treasurer State Of Iowa | mom | Tax:State | | c | -230.00 |
| 9/5/2011 | 7027 | United States Treasury | Sept mom's trust pmt | Tax:Fed | | c | -2,100.00 |
| 9/5/2011 | 7028 | United States Treasury | Sept dad's trust pmt | Tax:Fed | | c | -1,780.00 |
| 9/5/2011 | 7029 | Kroese & Kroese | farm lease | Tax Preparation | | c | -203.06 |
| 9/6/2011 | EFT | Chase DES:EPAY ID:1172082054 Ind | | Credit Card | | c | -999.04 |
| 9/8/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -265.10 |

| Bank of America Acct ending in :1143 | | | | | | | | |
|--------------------------------------|------|---------------------------------------|-------------------------------|--------------------------|--------------------------------------|-----|------------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | |
| 9/9/2011 | DEP | Exxon | | Invest Inc | | c | 274.01 | |
| 9/12/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -168.71 | |
| 9/16/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -344.55 | |
| 9/19/2011 | EFT | Bluebonnet Credit Union | w/ medical | Household | | c | -790.04 | |
| 9/23/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 10,000.00 | |
| 9/23/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -4,767.36 | |
| 9/26/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -84.47 | |
| 9/26/2011 | | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -5,000.00 | |
| 9/28/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.72 | |
| 9/29/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 721.00 | |
| 9/30/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 9/30/2011 | DEP | Benefits DES:PENSION ID:27022468 | | Income | | c | 600.71 | |
| 10/4/2011 | EFT | County Treasurer DES:TAX ID: 119 | farm | Tax:Property | | c | -1,598.40 | |
| 10/4/2011 | EFT | State Farm | PPD | Insurance | | c | -290.04 | |
| 10/4/2011 | EFT | Chase DES:EPAY ID:1193123150 Ind | | Credit Card | | c | -2,390.35 | |
| 10/11/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -184.35 | |
| 10/12/2011 | | 7030 DeKoster & DeKoster | farm contract | Legal Fees | | c | -100.00 | |
| 10/12/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -227.06 | |
| 10/14/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 15,000.00 | |
| 10/17/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -217.43 | |
| 10/18/2011 | EFT | Bluebonnet Credit Union | w/ medical | Household | | c | -687.84 | |
| 10/19/2011 | EFT | Chase DES:EPAY ID:1205559052 Ind | | Credit Card | | c | -2,033.30 | |
| 10/20/2011 | | 7031 Kroese & Kroese | | Tax Preparation | | c | -700.00 | |
| 10/21/2011 | | 7032 Vehs Band Boosters | Kt band | Gifts Given | | c | -280.00 | |
| 10/26/2011 | EFT | Candy Curtis | | Gifts Given | | c | -2,000.00 | |
| 10/27/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 30,000.00 | |
| 10/28/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.71 | |
| 10/31/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 231.00 | |
| 10/31/2011 | DEP | Benefits DES:PENSION ID:29923478 | | Income | | c | 600.71 | |
| 11/1/2011 | DEP | Minnesota Life DES: Annuity ID:0 | | Income:Annuity | | c | 91.78 | |
| 11/1/2011 | TXFR | Luke Riley | | Education | | c | -2,000.00 | |
| 11/2/2011 | EFT | State Farm | PPD | Insurance | | c | -290.04 | |
| 11/3/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -102.52 | |
| 11/7/2011 | EFT | Wire TYPE:WIRE Out DATE:111107 T | to anita for future trust exp | Legal Fees | redeposited into new Surv Trust acct | c | -10,000.00 | |

| Bank of America Acct ending in :1143 | | | | | | | | |
|--------------------------------------|-----|---|------------------------------|--------------------------|--|-----|------------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | |
| 11/7/2011 | EFT | Wire TYPE:WIRE Out DATE:111107 T | to amy for future trust exp | Legal Fees | redeposited into new Surv Trust acct | c | -10,000.00 | |
| 11/7/2011 | EFT | Amy Tschirhart | for supplies to fix house | Reimbursement | | c | -1,000.00 | |
| 11/7/2011 | EFT | Bank Of America Credit Card Bill | | Credit Card | | c | -323.88 | |
| 11/7/2011 | EFT | Wire Transfer Fee | | Bank Charge | | c | -25.00 | |
| 11/7/2011 | EFT | Wire Transfer Fee | | Bank Charge | | c | -25.00 | |
| 11/8/2011 | EFT | A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B | | Utilities:Telephone | | c | -84.44 | |
| 11/8/2011 | EFT | External Transfer Fee - 3 Day - | | Bank Charge | | c | -3.00 | |
| 11/8/2011 | EFT | Chase DES:EPAY ID:1218615408 Ind | | Credit Card | | c | -3,274.51 | |
| 11/9/2011 | DEP | Deposit | | Invest Inc | | c | 30.40 | |
| 11/9/2011 | DEP | Safe Deposit Box Rent Refund Fde | | Bank Charge | | c | 82.00 | |
| 11/9/2011 | | Tx Tlr Payment To Sdb 2575 Banki | | Bank Charge | | c | -25.00 | |
| 11/10/2011 | EFT | Candy Curtis | | Gifts Given | | c | -2,000.00 | |
| 11/10/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -201.70 | |
| 11/10/2011 | EFT | A&t DES:PAYMENT ID:787780565AUS | | Utilities:Telephone | | c | -168.24 | |
| 11/10/2011 | EFT | Online Banking Transfer To Carole/mom | | Carole/mom | | c | -5,000.00 | |
| 11/12/2011 | | 7033 Memorial Oaks | | Funeral | | c | -1,595.00 | |
| 11/12/2011 | | 7034 Void | | | | | 0.00 | |
| 11/14/2011 | | 7035 Memorial Oaks | | Funeral | | c | -1,511.29 | |
| 11/14/2011 | EFT | Safebox Fee | | Bank Charge | | c | -135.00 | |
| 11/15/2011 | | 7036 Memorial Oaks | organist | Funeral | | c | -150.00 | |
| 11/15/2011 | | 7037 Bob Johnson | pastor | Funeral | | c | -300.00 | |
| 11/15/2011 | EFT | Stream Energy-tx Bill Payment | | Utilities:Gas & Electric | | c | -160.68 | |
| 11/21/2011 | DEP | Wire TYPE:WIRE In DATE: 111121 T | | Invest Inc | | c | 25,112.57 | |
| 11/21/2011 | EFT | Wire Transfer Fee | | Bank Charge | | c | -12.00 | |
| 11/22/2011 | | 7040 Nelva E Brunsting Survivors Trust | to open new trust acct | Cash | | c | -500.00 | |
| 11/23/2011 | EFT | Entex | PPD | Utilities:Gas & Electric | | c | -65.66 | |
| 11/23/2011 | EFT | Spring Brnch Isd DES:CHECKPAYMT | | Tax:Other | | c | -227.24 | |
| 11/25/2011 | EFT | Online Banking Transfer To Nelva E Brunsting Surv Trust | to start fund new trust acct | Cash | | c | -25,000.00 | |
| 11/29/2011 | EFT | Comcast | | Utilities:Cable TV | | c | -63.71 | |
| 11/29/2011 | EFT | Bluebonnet Credit Union | includes medical | Household | | c | -1,165.23 | |
| 11/30/2011 | DEP | Benefits DES:PENSION ID:32923368 | | Income | | c | 600.71 | |
| 12/2/2011 | EFT | State Farm | PPD | Insurance | | c | -290.04 | |
| 12/5/2011 | DEP | Edward Jones DES:INVESTMENT ID:0 | | Invest Inc | | c | 179.00 | |
| 12/6/2011 | | 7041 Justin Alexander | for kt - reimburse | Medical | reimbursed to Surv trust acct Mar 2012 | c | -40.00 | |

| Bank of America Acct ending in :1143 | | | | | | | | | |
|--------------------------------------|-------------|----------------------------------|-------------|-----------------|-------------|-------------|-------------|-------------|--|
| 12/23/2010 through 3/9/2012 | | | | | | | | | |
| Date | Num | Description | Memo | Category | Tag | Clr | Amount | | |
| 12/9/2011 | EFT | Exxon | | Div Income | | c | 274.01 | | |
| 12/9/2011 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -252.42 | | |
| 1/5/2012 | EFT | State Farm | PPD | Insurance | | c | -290.04 | | |
| 1/9/2012 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -115.49 | | |
| 2/2/2012 | EFT | State Farm | PPD | Insurance | | c | -290.04 | | |
| 2/13/2012 | EFT | City Of Houston DES:WATER Bill I | | Utilities:Water | | c | -47.13 | | |
| 3/2/2012 | EFT | State Farm | | Insurance | | c | -292.79 | | |
| 3/7/2012 | DEP | AT&T | closed acct | Reimbursement | | c | 20.49 | | |
| 3/9/2012 | DEP | Exxon | | Div Income | | c | 274.01 | | |
| 12/23/2010 - 3/9/2012 | | | | | | | | 1,471.75 | |
| TOTAL INFLOWS | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | 293,516.61 | |
| TOTAL OUTFLOWS | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | -292,044.86 | |

| Date | Gift | Stock price | amount | Person | purpose |
|------------------------------|------------|-------------|--------------|-----------------|--|
| Mom/Dad were trustees | | | | | |
| 12/21/2010 | trxf | | \$ 7,000.00 | Amy Brunsting | mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights |
| 1/4/2011 | trxf | | \$ 6,000.00 | Amy Brunsting | mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights |
| 6/22/2009 | | | \$ 1,000.00 | Amy Brunsting | college fund |
| 7/14/2009 | | | \$ 1,000.00 | Amy Brunsting | college fund |
| 11/14/2007 | chk# 5715 | | \$ 5,000.00 | Amy Brunsting | |
| 1/20/2006 | chk# 5143 | | \$ 200.00 | Amy Brunsting | |
| 2/11/2002 | chk# 3526 | | \$ 200.00 | Amy Brunsting | college fund |
| 12/31/2002 | chk# 3911 | | \$ 200.00 | Amy Brunsting | college fund |
| Total Amy Brunsting | | | \$ 20,600.00 | | |
| 10/2/2009 | chk# 6359 | | \$ 1,000.00 | Andy Curtis | |
| 2/8/2010 | chk# 6518 | | \$ 5,000.00 | Anita Brunsting | |
| 6/24/2009 | chk# 6278 | | \$ 1,000.00 | Anita Brunsting | graduation gift to me for finishing my doctorate |
| 7/14/2009 | chk# 6294 | | \$ 1,000.00 | Anita Brunsting | college fund |
| 9/8/2009 | chk# 6338 | | \$ 1,000.00 | Anita Brunsting | college fund |
| 10/19/2009 | chk# 6403 | | \$ 1,250.00 | Anita Brunsting | |
| 1/20/2006 | chk# 5142 | | \$ 200.00 | Anita Brunsting | college fund |
| 1/31/2006 | chk# 5155 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 2/21/2006 | chk# 5172 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 4/1/2006 | chk# 5233 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 1/10/2003 | chk# 3920 | | \$ 200.00 | Anita Brunsting | college fund |
| 2/11/2002 | chk# 3527 | | \$ 200.00 | Anita Brunsting | college fund |
| Total Anita Brunsting | | | \$ 10,300.00 | | |
| 3/17/2010 | chk # 6386 | | \$ 750.00 | Candy Curtis | |
| 1/27/2009 | chk # 6124 | | \$ 2,000.00 | Candy Curtis | |
| 7/29/2009 | chk# 6309 | | \$ 4,000.00 | Candy Curtis | |
| 7/8/2008 | chk # 5917 | | \$ 2,000.00 | Candy Curtis | |
| 8/3/2009 | chk# 5944 | | \$ 1,500.00 | Candy Curtis | |
| 7/6/2001 | trxf | | \$ 20,000.00 | Candy Curtis | |
| 1/19/2010 | | | \$ 5,000.00 | Candy Curtis | |
| 3/29/2010 | | | \$ 7,000.00 | Candy Curtis | |
| 6/22/2010 | | | \$ 20,000.00 | Candy Curtis | Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce |
| Total Candy Curtis | | | \$ 62,250.00 | | |
| 11/10/2005 | chk# 5070 | | \$ 10,000.00 | Carl Brunsting | |
| 3/12/2003 | chk# 3986 | | \$ 9,000.00 | Carl Brunsting | |
| 4/9/2003 | chk# 4017 | | \$ 11,000.00 | Carl Brunsting | |

Schedule F

| Date | Gift | Stock price | amount | Person | purpose |
|---------------------------------------|------------------------------------|-------------|---------------------|------------------|---|
| 9/17/2001 | chk# 3347 | | \$ 2,000.00 | Carl Brunsting | |
| 10/6/2010 | | | \$ 25,000.00 | Carl Brunsting | medical bills |
| 2010-2011 | | | \$ 21,899.61 | Carl Brunsting | paid one medical bill (\$1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded) |
| | Total Carl Brunsting | | \$ 78,899.61 | | |
| 6/27/2009 | chk# 6285 | | \$ 2,000.00 | Carole Brunsting | |
| 2/12/2009 | chk# 5794 | | \$ 500.00 | Carole Brunsting | |
| 3/18/2008 | chk# 5821 | | \$ 250.00 | Carole Brunsting | |
| 11/13/2007 | chk# 5713 | | \$ 600.00 | Carole Brunsting | |
| 1/5/2006 | chk# 5129 | | \$ 1,000.00 | Carole Brunsting | loan? |
| 7/1/2006 | chk# 5287 | | \$ 1,200.00 | Carole Brunsting | |
| 3/23/2005 | chk# 4785 | | \$ 450.00 | Carole Brunsting | |
| 12/8/2005 | chk# 5090 | | \$ 1,500.00 | Carole Brunsting | |
| 7/2/2005 | chk# 4901 | | \$ 350.00 | Carole Brunsting | |
| 10/2/2005 | chk# 5016 | | \$ 2,500.00 | Carole Brunsting | |
| 10/21/2003 | chk# 4232 | | \$ 1,000.00 | Carole Brunsting | |
| 12/12/2002 | chk# 9878 ? | | \$ 1,500.00 | Carole Brunsting | |
| 12/17/2002 | chk# 3883 ? | | \$ 5,000.00 | Carole Brunsting | |
| 3/23/2010 | | | \$ 7,000.00 | Carole Brunsting | |
| 5/18/2010 | | | \$ 1,000.00 | Carole Brunsting | |
| 10/1/2010 | | | \$ 20,000.00 | Carole Brunsting | original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house |
| | Total Carole Brunsting | | \$ 45,850.00 | | |
| 10/2/2009 | chk# 5358 | | \$ 1,000.00 | Kevan Curtis | |
| Anita became trustee Dec. 2011 | | | | | |
| 5/11/2011 | 1120 shares Exxon Survivors trust | \$ 81.12 | 90854.4 | Amy Brunsting | to pay off house |
| | Total Amy Brunsting | | \$ 90,854.40 | | |
| 5/10/2011 | | | \$ 5,443.22 | Anita Brunsting | pay off Luke's truck |
| 6/3/2011 | | | \$ 5,750.51 | Anita Brunsting | pay off Honda for Katie |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Anita Brunsting | borrowed against inheritance - for college expenses |
| 6/15/2011 | 160 shares Exxon Survivors trust | \$ 78.66 | \$ 12,585.60 | Anita Brunsting | borrowed against inheritance - for college expenses |
| | Total Anita Brunsting | | \$ 37,360.33 | | |
| 4/7/2011 | | | \$ 3,000.00 | Candy Curtis | property taxes |
| 6/8/2011 | | | \$ 2,000.00 | Candy Curtis | new bed? |
| 6/15/2011 | 160 shares Exxon Survivors trust | \$ 78.66 | \$ 12,585.60 | Candy Curtis | for reserve after mom passed away to keep helping her w/ expenses if trust money was not available |

| Date | Gift | Stock price | amount | Person | purpose |
|------------|------------------------------------|-------------|---------------|----------------------------------|---------------------------------|
| 8/24/2011 | | | \$ 2,000.00 | Candy Curtis | expenses |
| 10/26/2011 | | | \$ 2,000.00 | Candy Curtis | medical bills |
| 11/10/2011 | | | \$ 2,000.00 | Candy Curtis | travel to see mom |
| | Total Candy Curtis | | \$ 23,585.60 | | |
| 6/15/2011 | 1325 shares Exxon Decedents trust | \$ 78.66 | \$ 104,224.50 | Carole Brunsting | to pay off/fix house |
| | Total Carole Brunsting | | \$ 104,224.50 | | |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Ann Brunsting UGMA (grandchild) | gift for future car/college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Jack Brunsting UGMA (grandchild) | gift for future car/college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Katie Riley UGMA (grandchild) | gift for college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Luke Riley (grandchild) | gift for college exp |

Carl's Medical Support Bills

| Date | Check # | Payee | Amount |
|------------|---------|-----------------------|-------------|
| 7/13/2010 | 6726 | Tino | \$ 1,339.50 |
| 7/14/2010 | 6727 | Robert | \$ 60.00 |
| 7/15/2010 | 6729 | Shimeka | \$ 180.00 |
| 7/21/2010 | 6588 | Tino | \$ 1,581.00 |
| 7/27/2010 | 6393 | Tino | \$ 450.00 |
| 7/27/2010 | 6394 | Robert | \$ 327.00 |
| 7/29/2010 | 6595 | Shimeka | \$ 375.00 |
| 8/3/2010 | 6597 | Tino | \$ 654.00 |
| 8/9/2010 | 6607 | Tino | \$ 972.00 |
| 8/15/2010 | 6611 | MHS Physicians (Carl) | \$ 1,565.70 |
| 8/15/2010 | 6614 | Tino | \$ 45.00 |
| 8/23/2010 | 6623 | Tino | \$ 45.00 |
| 10/4/2010 | 6690 | Carl | \$25,000.00 |
| 10/18/2010 | 6741 | Robert | \$ 255.00 |
| 10/22/2010 | 6747 | Robert | \$ 170.00 |
| 10/26/2010 | 6749 | Robert | \$ 105.00 |
| 11/1/2010 | 6764 | Robert | \$ 510.00 |
| 11/4/2010 | 6769 | Michael Brooks | \$ 237.00 |
| 11/5/2010 | 6771 | Robert | \$ 309.00 |
| 11/8/2010 | 6777 | Robert | \$ 330.00 |
| 11/10/2010 | 6781 | Michael Brooks | \$ 300.00 |
| 11/12/2010 | 6784 | Robert | \$ 285.00 |
| 11/15/2010 | 6793 | Robert | \$ 270.00 |
| 11/17/2010 | 6795 | Michael Brooks | \$ 240.00 |
| 11/16/2010 | 6799 | Robert | \$ 295.00 |
| 11/24/2010 | 6806 | Michael Brooks | \$ 255.00 |
| 11/24/2010 | 6809 | Robert | \$ 345.00 |
| 11/26/2010 | 6810 | Michael Brooks | \$ 270.00 |
| 12/1/2010 | 6817 | Michael Brooks | \$ 420.00 |
| 12/1/2010 | 6818 | Tino | \$ 849.38 |
| 12/3/2010 | 6819 | Robert | \$ 135.00 |
| 12/5/2010 | 6820 | Robert | \$ 855.00 |
| 12/5/2010 | 6821 | Antonio | \$ 135.00 |
| 12/7/2010 | 6826 | Michael Brooks | \$ 300.00 |

Schedule G

17-20360.762

Carl's Medical Support Bills

| Date | Check # | Payee | Amount | |
|--------------|-----------|-----------------------|--------------|------|
| 12/8/2010 | 6828 | Michael Brooks | \$ 150.00 | |
| 12/8/2010 | 6831 | Shimeka | \$ 416.00 | half |
| 12/13/2010 | 6832 | Robert | \$ 382.31 | half |
| 12/14/2010 | 6836 | Michael Brooks | \$ 525.00 | |
| 12/15/2010 | 6840 | Tino | \$ 435.00 | half |
| 12/17/2010 | 6843 | Tino | \$ 412.50 | half |
| 12/16/2010 | 6844 | Michael Brooks | \$ 375.00 | |
| 12/19/2010 | 6846 | Robert | \$ 469.92 | 2/3 |
| 12/24/2010 | pd carole | robert, tino, michael | \$ 1,151.70 | 2/3 |
| 12/30/2010 | 6851 | Tino | \$ 821.70 | 2/3 |
| 12/28/2010 | 6852 | Michael Brooks | \$ 564.30 | 2/3 |
| 1/1/2011 | | Robert | \$ 435.60 | 2/3 |
| 1/2-1/9/2011 | | robert, tino, michael | \$ 1,296.00 | |
| | | | \$ 46,899.61 | |
| | | any additional days | \$216.00/day | |

| Card/Expense | Closing Date | Amount Charged
Against Trust | 2%annual value
of trust/ month | Balance Remaining | Date |
|---------------|--------------|---------------------------------|-----------------------------------|-------------------|--------|
| | | | \$ 4,166.00 | \$ 4,166.00 | Jan-11 |
| | | | \$ 4,166.00 | \$ 8,332.00 | Feb-11 |
| | | | \$ 4,166.00 | \$ 12,498.00 | Mar-11 |
| | | | \$ 4,166.00 | \$ 16,664.00 | Apr-11 |
| Visa | 5/5/2011 | \$ 3,327.30 | \$ 4,166.00 | \$ 17,502.70 | May-11 |
| Luke college | 5/27/2011 | \$ 461.00 | | \$ 17,041.70 | |
| Katie College | 6/2/2011 | \$ 500.00 | \$ 4,166.00 | \$ 20,707.70 | Jun-11 |
| Visa | 6/6/2011 | \$ 2,634.34 | | \$ 18,073.36 | |
| MC | 6/6/2011 | \$ 2,358.75 | | \$ 15,714.61 | |
| MC | 7/6/2011 | \$ 2,976.35 | \$ 4,166.00 | \$ 16,904.26 | Jul-11 |
| Visa | 7/7/2011 | \$ 7,242.83 | | \$ 9,661.43 | |
| MC | 7/18/2011 | \$ 1,998.19 | | \$ 7,663.24 | |
| Visa | 8/5/2011 | \$ 3,199.02 | \$ 4,166.00 | \$ 8,630.22 | Aug-11 |
| Luke college | 8/26/2011 | \$ 575.00 | | \$ 8,055.22 | |
| MC | 9/6/2011 | \$ 999.04 | \$ 4,166.00 | \$ 11,222.18 | Sep-11 |
| Visa | 9/7/2011 | \$ 4,767.36 | | \$ 6,454.82 | |
| MC | 10/4/2011 | \$ 2,390.35 | \$ 4,166.00 | \$ 8,230.47 | Oct-11 |
| Visa | 10/6/2011 | \$ 102.52 | | \$ 8,127.95 | |
| MC | 10/19/2011 | \$ 2,033.30 | | \$ 6,094.65 | |
| Luke college | 11/1/2011 | \$ 2,000.00 | \$ 4,166.00 | \$ 8,260.65 | Nov-11 |
| Visa | 11/5/2011 | \$ 230.22 | | \$ 8,030.43 | |
| MC | 11/8/2011 | \$ 3,274.51 | | \$ 4,755.92 | |
| Total | | \$ 41,070.08 | \$ 45,826.00 | | |

Schedule H

Brunsting Family Survivor's and Decedent's Assets

| Asset | # shares | price/share * | Amount* |
|--|------------|---------------|-----------------------|
| Chevron/Texaco-decedent | 614.1303 | 107.84 | \$66,227.81 |
| Chevron/Texaco-survivor | 172.4055 | 107.84 | \$18,592.21 |
| Chevron - Decedent | 612 | 107.84 | \$65,998.08 |
| ExxonMobil-Decedent | 583 | 87.16 | \$50,814.28 |
| ExxonMobil-survivor | 835.910671 | 87.16 | \$72,857.97 |
| MetLife - Survivor | 95 | 38.31 | \$3,639.45 |
| Survivor's Trust Edward Jones | | | \$1.05 |
| Decedent's Trust Edward Jones | | | \$250,506.13 |
| Survivor's Trust Checking | | | \$446,235.69 |
| Decedent's Trust Checking | | | \$41,667.77 |
| Surv Trust Checking (prior to mom's death) | | | \$1,471.75 |
| Misc. Coins | | | \$690.00 |
| Gold Watches/misc jewelry | | | \$853.00 |
| Total Liquid Assets | | | \$1,019,555.19 |
| | | | |
| | | | |
| | | | |
| Farm (acres) | 141 | 15300 | \$2,157,300.00 |
| House | | | |
| Total Trust | | | \$3,176,855.19 |
| | | | |
| | | | |

*values as of 3/26/2012

Includes deposit of \$433,129.32 from sale of house

Includes deposit of first 1/2 of farm rent for 2012: \$26437.50 and Chevron Dividend: \$495.72

Some automated payments for house utilities were set up on this acct - it is being left open until final water bill has been paid (April 2012)

appraised value/acre

final sale profit \$433,129.32 - reflected in balance in survivors trust checking acct

Trust Expenses

| Date | Vendor | Purpose | Amount |
|------------|-------------------------------|---|--------------------|
| 11/12/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ 23.31 |
| 11/16/2011 | Phillips 66 - Houston | Transportation | \$ 56.20 |
| 11/22/2011 | Phillips 66 - Houston | Transportation | \$ 49.08 |
| 12/11/2011 | Vacek | Legal | \$ 4,500.00 |
| 12/11/2011 | US Treasury | tax payment for Decedent Trust | \$ 1,780.00 |
| 12/12/2011 | Wilchester West Fund | subdivision dues | \$ 359.00 |
| 12/18/2011 | Mr. Pham Chen | Lawn care - 2 mos | \$ 200.00 |
| 12/18/2011 | Centerpoint Energy | natl gas for house | \$ 54.62 |
| 12/18/2011 | Kelsey-Seybold | mom's medical | \$ 13.92 |
| 12/18/2011 | Memorial Hermann | mom's medical | \$ 226.40 |
| 12/18/2011 | ACS Primary Care | mom's medical | \$ 6.87 |
| 12/21/2011 | USPS | Trust Docs | \$ 1.28 |
| 12/26/2011 | Home Depot | Home Repair/Security | \$ 92.56 |
| 12/26/2011 | Exxon - Victoria | Transportation | \$ 45.15 |
| 12/28/2011 | Kroger - Houston | Groceries when cleaning/packing house | \$ 16.31 |
| 12/28/2011 | HEB - Houston | Groceries when cleaning/packing house | \$ 3.50 |
| 12/28/2011 | Ace Hardware | Supplies to pack up house | \$ 66.53 |
| 12/28/2011 | Herb Jamison | house appraisal | \$ 450.00 |
| 12/29/2011 | Shell - Victoria | Transportation | \$ 44.51 |
| 12/29/2011 | Amy Brunsting | tires for mom's car/house repairs/transportation | \$ 425.94 |
| 1/9/2012 | Exxon - Victoria | Transportation | \$ 49.57 |
| 1/10/2012 | Dr. Annie Uralil | mom's medical | \$ 44.06 |
| 1/16/2012 | Northwoods Urology Associates | mom's medical | \$ 740.77 |
| 1/17/2012 | Don Sumners Tax Asses/Collect | 2011 property tax for mom's house | \$ 1,285.05 |
| 1/20/2012 | Stream Energy | electricity for mom's house | \$ 59.96 |
| 1/31/2012 | ATT | phone/internet for mom's house | \$ 86.00 |
| 2/2/2012 | Visa | Credit Card Payment for moving supplies, meals and gas (unhide rows to see) | \$ 269.84 |
| 2/11/2012 | Memorial Hermann | mom's medical | \$ 41.72 |
| 2/14/2012 | ATT | phone/internet for mom's house | \$ 72.16 |
| 2/17/2012 | Stream Energy | electricity for mom's house | \$ 19.10 |
| 2/29/2012 | Durapier | deposit to level mom's house | \$ 500.00 |
| 3/2/2012 | Amy Brunsting | moving expenses on mom's house | \$ 844.35 |
| 3/6/2012 | Carole Brunsting | reimbursement for paying Durapier & paying Tino \$780 to oversee project (6 | \$25,655.00 |
| 3/11/2012 | Kroese & Kroese | appraisal of farm and consult w/ Iowa atty | \$ 2,175.00 |
| 3/15/2012 | Centerpoint Energy | natl gas for house | \$ 158.09 |
| 3/16/2012 | Return Check Fee | Met Life dividend check returned (checking into why) | \$ 12.00 |
| 3/21/2012 | Postage | to mail tax info for Surv and Deced Trust to Rich Ridders CPA | \$ 14.80 |
| 3/26/2012 | Stream Energy | electricity for mom's house | \$ 39.19 |
| | Total | | \$40,481.84 |

Liabilities

Farm Taxes
Remaining medical bills
Decedent & Survivor Trust tax prep
Trustee Expenses

Schedule J

Exhibit 3

Financial graphs and charts compiled with the numbers provided by defendants

| | | % | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | | 2011 | |
|--------|---------|--------|--------|-------|--------|------|---------|--------|--------|--------|--------|---------|--------|---------|--------|
| Anita | 207,480 | 29.23% | | 200 | 200 | | 100,000 | 3,900 | 13,500 | 2,000 | 4,250 | 5,000 | 4.18% | 78,430 | 21.94% |
| Carole | 153,225 | 21.59% | | 6,500 | 1,000 | | 4,800 | 5,350 | 600 | 250 | 2,500 | 28,000 | 23.40% | 104,225 | 29.16% |
| Amy | 119,454 | 16.83% | | 400 | | | | 200 | 12,000 | 1,000 | 2,000 | 7,000 | 5.85% | 96,854 | 27.10% |
| Candy | 91,436 | 12.88% | 20,000 | | | | | | 600 | 7,000 | 7,500 | 32,750 | 27.37% | 23,586 | 6.60% |
| Carl | 81,900 | 11.54% | 2,000 | | 20,000 | | 10,000 | 3,000 | | | | 46,900 | 39.20% | | |
| Katie | 13,581 | 1.91% | | | | | | | | | | | | 13,581 | 3.80% |
| Luke | 13,581 | 1.91% | | | | | | | | | | | | 13,581 | 3.80% |
| Ann | 13,581 | 1.91% | | | | | | | | | | | | 13,581 | 3.80% |
| Jack | 13,581 | 1.91% | | | | | | | | | | | | 13,581 | 3.80% |
| Kevan | 1,000 | 0.14% | | | | | | | | | 1,000 | | | | |
| Andy | 1,000 | 0.14% | | | | | | | | | 1,000 | | | | |
| | 709,819 | | 22,000 | 7,100 | 21,200 | | 114,800 | 12,450 | 26,700 | 10,250 | 18,250 | 119,650 | | 357,419 | |
| | | | 3.10% | 1.00% | 2.99% | | 16.17% | 1.75% | 3.76% | 1.44% | 2.57% | 16.86% | | 50.35% | |

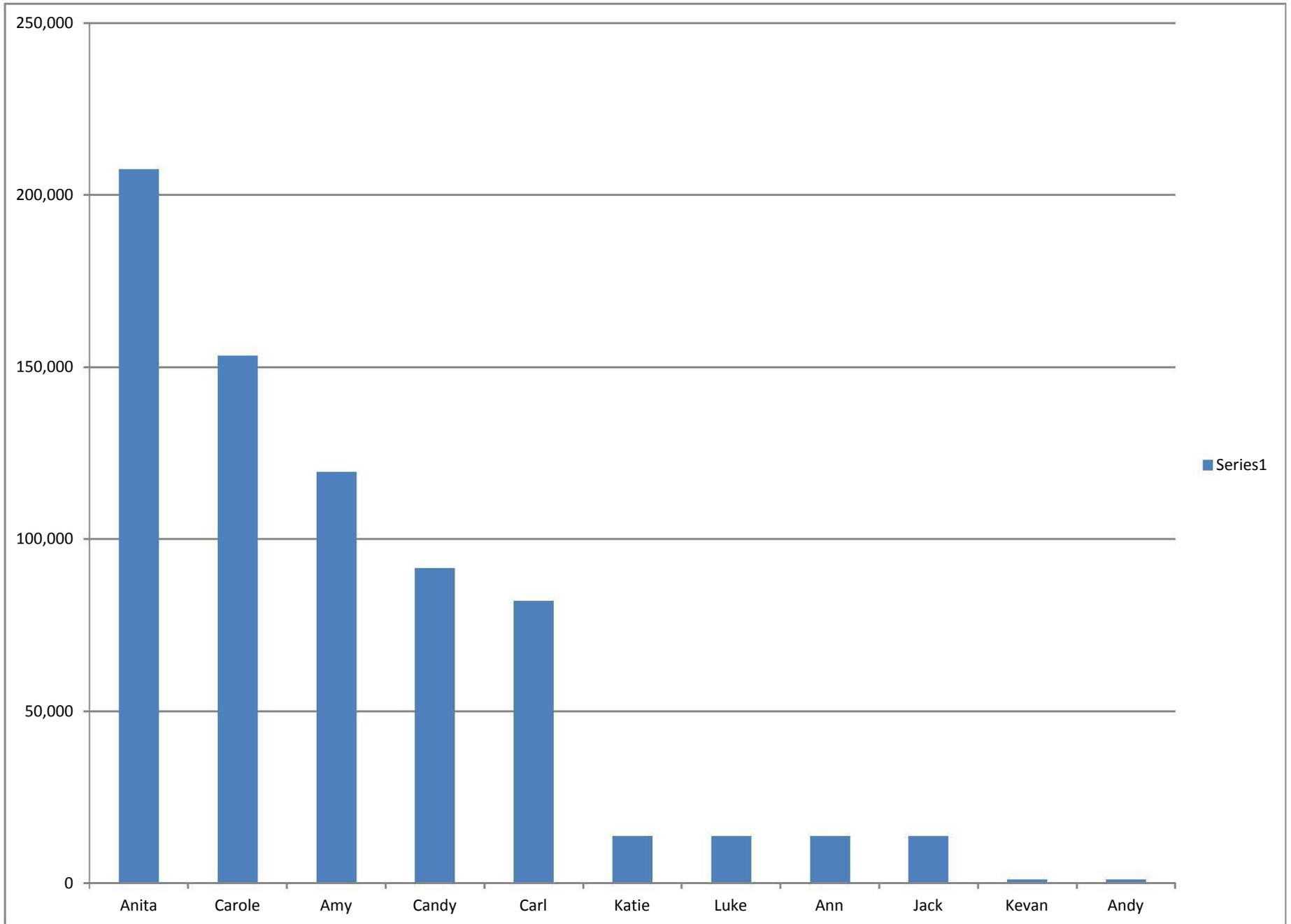


Exhibit 4

Amy Verified Answer to Carl Brunsting complaint filed May 13, 2013

PROBATE COURT 4

CAUSE NO. 412,249-401

05142013:0809:P0042

| | | |
|---------------------|---|----------------------|
| ESTATE OF | § | IN PROBATE COURT |
| NELVA E. BRUNSTING, | § | NUMBER FOUR (4) OF |
| DECEASED | § | HARRIS COUNTY, TEXAS |

| | | |
|---|---|------------------|
| CARL HENRY BRUNSTING, | § | IN PROBATE COURT |
| Individually and as Independent Executor of | § | |
| the Estates of Elmer H. Brunsting and Nelva | § | |
| E. Brunsting | § | |

v.

| | | |
|--|---|--------------------|
| ANITA KAY BRUNSTING f/k/a ANITA | § | NUMBER FOUR (4) OF |
| KAY RILEY, Individually, as Attorney-in- | § | |
| Fact for Nelva E. Brunsting, and as Successor | § | |
| Trustee of the Brunsting Family Living Trust, | § | |
| the Elmer H. Brunsting Decedent's Trust, the | § | |
| Nelva E. Brunsting Survivor's Trust, the Carl | § | |
| Henry Brunsting Personal Asset Trust, and | § | |
| the Anita Kay Brunsting Personal Asset | § | |
| Trust; | § | |

| | | |
|--|---|----------------------|
| AMY RUTH BRUNSTING f/k/a AMY RUTH | § | |
| TSCHIRHART, Individually and as Successor | § | |
| Trustee of the Brunsting Family Living Trust, | § | |
| the Elmer H. Brunsting Decedent's Trust, the | § | |
| Nelva E. Brunsting Survivor's Trust, the Carl | § | |
| Henry Brunsting Personal Asset Trust, and | § | |
| the Amy Ruth Tschirhart Personal Asset | § | |
| Trust; | § | |
| CAROLE ANN BRUNSTING, Individually | § | |
| and as Trustee of the Carole Ann Brunsting | § | |
| Personal Asset Trust; and as nominal | § | |
| Defendant only; | § | |
| CANDACE LOUISE CURTIS | § | HARRIS COUNTY, TEXAS |

Stan Starnett
 COUNTY CLERK
 HARRIS COUNTY, TEXAS
 2013 MAY 13 PM 7:01
FILED

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE BRUNSTING FAMILY LIVING TRUST, THE ELMER H. BRUNSTING DECEDENT'S TRUST, THE NELVA E. BRUNSTING SURVIVOR'S TRUST, THE CARL HENRY BRUNSTING PERSONAL ASSET TRUST, AND THE AMY RUTH TSCHIRHART PERSONAL ASSET TRUST'S ORIGINAL ANSWER TO PLAINTIFF'S PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, FOR IMPOSITION OF A CONSTRUCTIVE TRUST, AND FOR INJUNCTIVE RELIEF, TOGETHER WITH REQUEST FOR DISCLOSURES

TO THE HONORABLE JUDGE:

05142013:0809:P0043

AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, in the above-styled and numbered cause files her Original Answer to Plaintiff's Original Petition and shows as follows:

GENERAL DENIAL

1. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asserts a General Denial and respectfully requests that the Court require CARL HENRY BRUNSTING, Individually and as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, to prove his claims, charges, and allegations by clear and convincing evidence as required by the Constitution and Laws of the State of Texas.
2. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, respectfully reserves the right to file an amended Answer in this proceeding in the manner authorized by the Texas Rules of Civil Procedure.

VERIFIED DENIAL

3. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Personal Asset Trust because such trusts have not been created and therefore do not contain any trust property.

05142013:0809:P0044

AFFIRMATIVE DEFENSES

4. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART denies that all conditions precedent to a right of recovery have been satisfied.
5. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART would show that any claim for declaratory relief is without merit as the claim is subsumed within the other claims of Plaintiff. Alternatively, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART asserts her right to recovery of reasonable attorney's fees under the provisions of Chapter 37, Texas Civil Practice and Remedies Code.
6. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART specifically denies and affirmatively asserts that Plaintiff's claim of conspiracy is not an independent tort or cause of action as a matter of law, and is not a basis for an award of actual or exemplary damages.
7. Plaintiff's claims are barred, or AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's actions are excused, by the equitable or legal doctrines of affirmation, waiver, estoppel, laches, ratification (express or implied) and acceptance of benefits.
8. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads all applicable provisions of the Trust and sub-trust instruments concerning the duties and liabilities of a person serving as Trustee, including any exculpatory provision applicable to alleged errors of judgment or mistake of fact or law or ordinary negligence.
9. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART pleads the doctrine of comparative responsibility as provided in Chapter 33 of the TEX. CIV. PRAC. & REM. CODE, and its application to any tort claim (intentional or otherwise) of the Plaintiff that may be alleged against her, including the present claims of conversion and negligence.
10. Any allegedly wrongful acts or omissions of AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, if and to the extent such acts and omissions occurred, were legally excused or justified.

05142013:0809:P0045

Plaintiff is not entitled to punitive damages, and any and all excessive amounts of such damages sought violate Chapter 41 of the Texas Civil Practice and Remedies Code, the Texas Constitution and the United States Constitution, all of which set limits on the award of punitive damages. AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART's alleged actions and omissions were undertaken in good faith, with the absence of malicious intent to injure Plaintiff, and constitute lawful, proper and justified means to further the purposes of the Trust and sub-trusts.

THEREFORE, AMY RUTH BRUNSTING F/K/A AMY RUTH TSCHIRHART, Individually, as Attorney-in-Fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust, asks that after final hearing of this matter, Plaintiff take nothing against her, that she recover her reasonable attorney's fees and costs, and for such other and further relief to which she may be entitled.

05142013:0809:P0046

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: 
George W. Vie III
State Bar No. 20579310
Maureen Kuzik McCutchen
State Bar No. 00784427
2228 Mechanic, Ste 400
P.O. Box 1943
Galveston, Texas 77553-1943
(409) 763-2341
Facsimile: (409) 763-2879
mmccutchen@millsshirley.com

Attorneys for Amy Ruth Brunsting

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that a true and correct copy of this document has been sent in the appropriate manner to all known counsel of record on this the 10th day of May, 2013.

Via Certified Mail/RRR
#7009 2250 0004 1808 2299
Ms. Bobbie Bayless
Bayless & Stokes
2931 Ferndale
Houston, TX 77098

Via Certified Mail/RRR
#7009 2250 0004 1808 2305
Ms. Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010

Exhibit 5a

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

Emails Summer Peoples re 10/25/2010 phone conference (Candace Curtis Original Affidavit Exhibit 8 PDF pgs. 53-56)

Print

Case 4:12-cv-00592 Document 1-1 Filed in TXSD on 02/27/12 Page 6 of 50

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: Summer@vacek.com;
Date: Wed, October 13, 2010 8:47:15 AM
Cc: occurtis@sbcglobal.net; at.home3@yahoo.com; akbrunsting@suddenlink.net; candace@vacek.com;
Subject: RE: Brunsting Trust

Summer,
Thank you for your response. Now I understand the nature of the meeting, could you please clarify what you mean by "have no say". I assumed the "say" belonged to our Mother. If I am not understanding that correctly please let me know.
Thanks again,
Carole

--- On Wed, 10/13/10, Summer Peoples <Summer@vacek.com> wrote:

From: Summer Peoples <Summer@vacek.com>
Subject: RE: Brunsting Trust
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Cc: occurtis@sbcglobal.net, at.home3@yahoo.com, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Candace Freed" <candace@vacek.com>
Date: Wednesday, October 13, 2010, 10:09 AM

Ms. Brunsting:

To answer your questions -

This teleconference meeting is to discuss changes to your mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Mrs. Freed wants to extend the invitation to all Mrs. Brunsting's children.

Thanks,

Summer Peoples, CP

Certified Paralegal

Vacek & Freed, PLLC

14800 St. Mary's Lane, Suite 230

Houston, Texas 77079

Telephone: 281.531.5800

P-6

02102015:1527:P0065

UNOFFICIAL COPY

Print

Case 4:12-cv-00592 Document 1-1 Filed in TXSD on 02/27/12 Page 1 of 30
<http://www201.mail.yahoo.com/launch?.partner=sbc>

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):

Exhibit 5b

Notice of filing of Plaintiff Curtis original federal Petition filed in the federal court on February 27, 2012 and made a part of this Court's record Feb. 9, 2015
Document No. PBT-2015-47608

October 28 2010 Carole email about overhearing Nelva on Phone with Freed telling Freed to "Change it back" and that she was not going to follow the changes Freed had made.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Sent: Thursday, October 28, 2010 9:00 AM
To: Candace Curtis
Subject: Re: One more

Candy,

The more I think about this the whole key is Carl. When I was listening to Mother's call with Candace, Mother told Candace that Carl was trustee, not Anita and was not following the changes Candane was telling her she had made to have Carl removed.. Legally, I wonder if what Candace did was right without consulting Carl or his power of attorney since Carl has always been present at all meetings.

--- On **Thu, 10/28/10, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re: One more
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Thursday, October 28, 2010, 10:34 AM

Candace DOES know she fucked up. That's why she had such a nasty attitude towards both you and I. Anita is smug and Amy plays dumb.

I hope Carl goes home today! If he does I hope the sun is shining. 10 minutes smiling into the sunshine + coffee + the Beatles = a sharper, happy Carl. I have a strong feeling that he will recover in leaps and bounds ALL ON HIS OWN, with support from his wife and family. The fact that Daddy is looking over us gives me strength. I can feel him stronger than ever before.

My suggestion is that when Dr. White finds Mother competent the following should happen:

1. You need to complete your time-line to demonstrate that due to various factors (badgering, low oxygen, Carl's illness, her illness, pneumonia, general stress and worry due to all of this), Mother was incompetent and under extreme duress when she signed everything she signed, particularly the Power of Attorney. We can compose a letter to Candace for Mother to sign, demanding that she wants to have papers drawn up to revoke anything she agreed to between the first of July and now.
2. As Mother gathers strength over the next few weeks she will go to her MD Anderson appointments, etc. and move towards treatment and recovery. I want to stress nutrition, adequate good sleep, and stress-free living.
3. In the meantime she can sell what she needs to, to pay for Robert or Tino or whoever Drina needs to assist her with Carl (if she even needs someone - Carl may recover a lot in a few weeks at home). The cost will be minimal compared to the \$100k shithead got to buy her house.

Going forward, Mother will have to tell Candace IN WRITING what she wants done with the trust. You can help her compose the letters. There can be no question when it's in writing. You can assist Mother in reviewing the paperwork before she signs (at home - at her leisure), to make sure all her wishes have been incorporated. This should never be done under the pressure and duress she was subjected to. Mother can take as much time as she needs to read and understand that everything will be as she wants it to be.

The fair and equitable solution in my mind is:

Make all five of us successor co-trustees and require a majority to make any change whatsoever. Then, if Mother steps down there will be no shenanigans. Everything will be transparent and we'll all know everything everyone else knows. That way when Anita wants to sell the farm, or move away from Edward Jones, she can put it up for a vote among us. All five of us are intelligent people and none of us can honestly say we have NEVER made a wrong choice in our lives. This way Mother will be at peace to live out her life, and she will die knowing that she has not pitted one against the other, or given control of one over the other, or played favorites, or been bullied into doing something she didn't really want to do, or would not have done in the first place.

Now this may go AGAINST the norm, or what Candace and her ilk would recommend, but fuck them. They are attorneys who get paid to do what their clients want them to do and they love having to draw up documents. Fees, fees, fees, \$\$\$\$\$\$\$\$\$\$\$\$\$

If Anita succeeds in her agenda and becomes trustee, we should have her competency tested just to show her what it feels like. If everything stays the way it is right now, that's the first thing I'm going to do when the day comes that she's in charge of me. Na, Na, Na, Na, Na, Na.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: occurtis@sbcglobal.net
Sent: Wed, October 27, 2010 9:32:06 PM
Subject: One more

And do not overlook an exploration of the family's motives in requesting a competency evaluation, she cautioned. Do family members have reason for wanting their oddly behaving relative to be declared incompetent?

This is from an article about not rushing to declare an elderly person incompetent. Mother passes the smell test and I have to make sure Tino does not let her out of the house without her clothes being ironed and SEE!!! MOTHER MADE THE APPOINTMENT TO GET HER HAIR DONE!!! CANDY THAT IS IT!!! MOTHER DOES CARE ABOUT HER APPEARANCE!! She will not go out without her makeup on and I have to get her a nail file all the time. Mother also called Edward Jones on her own and sold \$10K so she would have enough money to live on.

She was temporarily incompetent when she was too low on oxygen and if they made her walk to Candace's office I know for a fact her levels were too low because Dr. White joked about it. Tino did not take her so she had to walk from the parking lot to the office. She did not understand what she was signing because she was too short of breath and I can prove that. Candace has to know she F***ed up.

--- On **Wed, 10/27/10, Carole Brunsting** <cbrunsting@sbcglobal.net> wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>
Subject: Found this
To: occurtis@sbcglobal.net

Date: Wednesday, October 27, 2010, 10:38 PM

There are any number of situations that may cause you to question the competency of a family member to make sound life decisions, such as when:

- An elderly person suddenly changes a will or trust in a manner that is significantly different from all previous wills or trusts, which could result in will litigation if not appropriately handled during the elder's life.
- A family member has suspicion that the elderly person is being unduly influenced by others

Anita is unduly influencing Mother and now Amy has piled on. Mother never would have made these changes on her own. This was all done by the hand of Anita who put herself in charge of everything.

02102015:1527:P0074

From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Tue, October 26, 2010 10:12:27 AM
Cc:
Subject: Re:

Oh Candy thank you!!! I feel that I have been fighting this battle with Anita and now Amy alone. Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA's and not AMY's.

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 12:05 PM

I just called Mother. She DID NOT know the full implications of what she signed. I told her Anita had been manipulating her since Daddy passed away. She said she should have been included on the call. She said that she would not have given Anita the authority to manage MY MONEY. I told her that Amy and Anita are conspiring with Candace to have her declared incompetent so they can take CONTROL.

I don't really know what will happen now. I think that the August document should be declared null and void.

After talking to her for at least 30 minutes I realized that she is NOT incompetent. It's her memory that is failing, not her ability to manager her affairs. This happens when people get old. She might not remember to pay a bill, but she knows that bills must be paid. She doesn't remember that I know Carl had encephalitis, but she knows Carl had encephalitis. She has the ability to UNDERSTAND something when it's explained to her, although she might not remember what it is that she understood at the time.

Please change the password on Mother's bank account. Please also tell Mother that Anita checks her bank account to see what she is doing and that she also reads her private emails.

Mother did say that Anita drives her crazy.

Love you,

C

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Tue, October 26, 2010 9:34:02 AM
Subject: Re:

P-8

02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were to busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

--- On Tue, 10/26/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>
Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

Carole,

I promised myself when I hung up from the call that I was through with all of this. I broke my promise all night last night and didn't get a wink of sleep. I cannot let it go. Anita has been manipulating Mother since Daddy passed away. Rather than say "Candy, you are NO LONGER entitled to know anything about any of it" she has been lying and saying she had no idea what was going on. The fact that she has been talking to Candace and pushing for Mother to resign as trustee is truly sick. Now that she and Amy are dead set on having Mother declared incompetent I DON'T WANT THEM TO HAVE CONTROL OF MY SHARE OF THE TRUST. But they do, thanks to Candace, who does not know me from Adam. I don't think Mother realized what she was signing in August. She is not a stupid woman and would certainly understand the intent of the document if anyone explained it to her. THEY DID NOT. If they did explain it to her until she understood, I think she would have had second thoughts.

How dare Candace tell you that if you don't participate in the call you will not have any say in it. YOU DON'T HAVE ANY SAY IN IT ANYWAY. At least Mother and Anita think you're smart enough to be your own trustee.

When Amy and Anita were griping about Edward Jones and I suggested that they write a letter for Mother to sign, Amy ONLY thought that was a good idea. Anita said nothing. SHE WANTS TO GET HER HANDS ON THE MONEY SO SHE CAN DO A BETTER JOB OF INVESTING.

Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

I cannot sleep, I cannot keep my mind on my work, and I cannot get these thoughts out of my head.

From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

Based on the comments that Anita has been making to me for the past 4 months, I am concerned too, that she wants to see how much control she has.

--- On Mon, 10/25/10, Candace Curtis <occurtis@sbcglobal.net> wrote:

02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

Now the truth comes out. None of us is entitled to copies of the trust documents, since Mother is the only beneficiary. Amy and Anita are trying to take over and will probably do anything and everything they can to cut the rest of us out. I was already depressed today. I'm over the edge now.

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02102015:1527:P0075

I am glad you wrote because I could not sleep last night either and it is difficult to keep my mind on my work. I went over and over all the events of what has happened since Daddy passed away and Anita has been scheming and manipulating with Mother and even tried to get Carl involved. Candace has not been looking out for Mother's best interest. Candace has been allowing Anita to be the one to strong arm Mother into signing papers when I do not believe she understood what she was signing, she only wanted to shut Anita up.

All Anita was suppose to do or find out was placing Carl's money in medical trust for MOTHER to manage and now all of a sudden Amy is co-trustee and your money is in trust and I wonder about mine as well.

I am working on a time line of how and when all this happened and will show that they pressured Mother to make changes when she A) was accepting the fact that Carl was gravely ill B) she found out she had cancer C) she got pneumonia and was in the hospital D) had Drina breathing down her back because ANITA was to chicken to call Drina back E) had to decide on her own about giving Drina money because ANITA and AMY were to busy to be bothered to call me or Mother back and it is what Mother wanted to do but she knew Anita was going to chastise her for giving her money that was her own to give away as she saw fit. F) also during that time Mother had 2 PET scans, a CT scan and a bron scope for which she was sedated.

Now I understand why Mother kept putting off signing the changes to the Trust. I thought the papers were written only to put Carl's money in trust. I did not know that Amy was replacing Carl and your money was going into trust. I never saw the documents as Candace had them at her office, but Mother kept delaying going over there with various excuses. She was afraid to tell Anita she did not want to make all the changes, but Anita talked her into it.

The closer Anita comes to taking control the comments to me have been: A) it is a good thing I am trustee now and not Carl because you can make more changes to the trust than you realize and Carl would have been making all the decision and had final say over distribution B) she was going to find a way to fold Carl's money back into the trust if Carl died before Drina C) she was taking over all investment when ANITA is the one that moved the money over to this Edwards office that Mother works with and attended all the meetings D) Anita wanted to find out if she could sell the farm as one unit because she said she could get more per acre rather than us each sell our parcels when we wanted too. E) Now I find out that ANITA contacted Carl about a year ago about putting both our money in trust that she and Carl would control and Carl said no.

Candy I am so deeply hurt by all of this and disgusted at the same time. I am so angry with Candace because she allowed all this to happen and it impacts Mother. Amy will just go along with Anita now that her name is on the trust. But if she only knew that ANITA called CPS and they went out and spoke with Amy's neighbors about her kids and spied on her house for a report back to Anita and the report was they did not find any reason to take Jack and Ann. Anita wanted Carl and Drina to adopt them.

I think at this point I need to find an attorney to speak with. Now that Anita sent out the trust documents even though she should not have, Drina will hire a lawyer and this will never see the of day. And she will have Carl's full support.

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From: Candace Curtis <occurtis@sbcglobal.net>
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To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

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Bottom line. I'm truly scared about my future security and the fact that I have no control whatsoever over my destiny. If that's what Mother intended I would really have liked to hear it from her. I would also like to know what I did that made her feel it was necessary to take such drastic measures without consulting me.

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From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

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02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

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Exhibit 5c

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Document No. PBT-2015-47608

Carole's October emails about Mother kept avoiding signing papers (see original complaint exhibits)

02102015:1527:P0075

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Exhibit 5-d

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Candy and Carole emails October 26, 2010 "Amy and Anita arc trying to take over and will probably do anything and everything they can to cut the rest of us out."

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Subject: Re:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Tuesday, October 26, 2010, 11:07 AM

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From: Carole Brunsting <cbrunsting@sbcglobal.net>
To: Candace Curtis <occurtis@sbcglobal.net>
Sent: Mon, October 25, 2010 9:17:05 PM
Subject: Re:

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02102015:1527:P0077

From: Candace Curtis <occurtis@sbcglobal.net>
Subject:
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>
Date: Monday, October 25, 2010, 6:01 PM

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UNOFFICIAL

Exhibit 5-e

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Document No. PBT-2015-47608

Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9
p.51 Anita's March 9 2011 email see Candace Curtis Original Affidavit Exhibit 9
pg.57

02102015:1527:P0078

From: Candace Curtis (occurtis@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Sat, February 18, 2012 11:29:12 AM
Cc:
Subject: Fw: New Development

----- Forwarded Message -----

From: Anita Brunsting <akbrunsting@suddenlink.net>
To: Candace Curtis <occurtis@sbcglobal.net>; Amy <at.home3@yahoo.com>; Carole Brunsting <cbrunsting@sbcglobal.net>
Sent: Tue, March 8, 2011 7:15:32 PM
Subject: RE: New Development

I got the same TM from Tino. I hesitate to promise them anything in writing about money. Rather than a monthly payment, I would rather grant them a certain amount each year, but only through the direct payment of their bills - for example; mom could gift Carl \$13,000/year, but only if they send me the bill statements to pay directly, and only for bills for living/medical expenses - when the trust has paid \$13,000 in bills for the year, that's the end of the money for that year. We could ask them to sign for this money against his inheritance, but then we'd have another form that we'd have to get them to sign (probably notarized), and as we don't know if she's had Carl declared incompetent, the validity of any form he signs might be questionable.

I do like the idea of a letter telling Drina that she may have no contact w/ mom (physical, verbal, visual, phone or electronic means) and she is not to enter mom's house. She can bring Carl to visit mom, but she must remain outside the house - any violation of this letter will be considered harassment and the police will be called if she does not comply. I would also like to add in the letter that Carl's inheritance will be put into a Personal Asset Trust for his care and living expenses - I think this information might be enough to tip her hand.

I would also like to ask Candace, what this letter would do for us legally - like if we did end up calling the police would the letter lend any credence to our case?

I won't do anything until we can come upon an agreement as what to do - I can also write this letter in the role of mom's power of attorney (which she signed last year).

I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care. I told her to "just say No" to Carl or Drina if they brought up the trust or money and to refer them to me. I reminded her that she isn't trustee anymore and doesn't have access to the trust accounts - she seems fine w/ everything, and expressed no desire to put Carl back on as a trustee. I told her that in the event she did that, that it would not be fair to the rest of us, as we would end up having to deal w/ Drina, not Carl. Mom begrudgingly admits to knowledge of the unpleasantness of this whole situation and Drina's past behavior since Carl has been ill, but I think she is really naïve regarding the lengths to which Drina may go through to get Carl's inheritance.

P-9

Exhibit 6

The Original 1996 Brunsting Family Living Trust

**THE
BRUNSTING FAMILY
LIVING TRUST**

Prepared By

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Table of Contents

Introduction

| | |
|--------------------|--|
| Article I | The Founding of Our Family Living Trust |
| Article II | Transfers of Assets to Our Trust |
| Article III | Our Right to Amend or Revoke This Trust |
| Article IV | Our Trustees |

Distributions From Our Trust

| | |
|---------------------|--|
| Article V | Insurance Policies and Retirement Plans |
| Article VI | For So Long As We Both Shall Live |
| Article VII | Upon the Death of One of Us |
| Article VIII | Administration of the Survivor's Trust |
| Article IX | Administration of the Decedent's Trust |
| Article X | Upon the Death of the Survivor of Us |
| Article XI | Protection of Beneficial Interests |
| Article XII | Our Trustees' Powers and Authority |

General Matters

Article XIII Definitions

Article XIV Miscellaneous Matters

THE BRUNSTING FAMILY LIVING TRUST

Article I

The Founding of Our Family Living Trust

Section A. Our Declaration of Trust

This trust declaration is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas. We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

Our trust may also be known as:

ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

| <u>Name</u> | <u>Birth Date</u> |
|-----------------------|-------------------|
| CANDACE LOUISE CURTIS | March 12, 1953 |
| CAROL ANN BRUNSTING | October 16, 1954 |
| CARL HENRY BRUNSTING | July 31, 1957 |
| AMY RUTH TSCHIRHART | October 7, 1961 |
| ANITA KAY RILEY | August 7, 1963 |

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY

Second, CARL HENRY BRUNSTING

Third, AMY RUTH TSCHIRHART

A successor Trustee shall be replaced by the next named successor in the order listed above when he or she has resigned or is unable to continue to serve as Trustee due to death or disability. Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the ____ day of _____, 19____.

Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits

which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee, in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased

Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

a. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

b. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

c. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan", our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.
2. **PRINCIPAL**
 - a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed \$5,000.00.
 - b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.
 - c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only. Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.
2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

| <u>Beneficiary</u> | <u>Share</u> |
|-----------------------|--------------|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| ANITA KAY RILEY | 1/5 |

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share set aside for CANDACE LOUISE CURTIS shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CANDACE LOUISE CURTIS, free of the trust.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share set aside for CAROL ANN BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CAROL ANN BRUNSTING, free of the trust.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share set aside for CARL HENRY BRUNSTING shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to CARL HENRY BRUNSTING, free of the trust.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, the trust share set aside for CARL HENRY BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share set aside for AMY RUTH TSCHIRHART shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to AMY RUTH TSCHIRHART, free of the trust.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living

descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share set aside for ANITA KAY RILEY shall forthwith terminate and our Trustee shall distribute all undistributed net income and principal to ANITA KAY RILEY, free of the trust.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Decedent of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be held in trust if the descendant of the deceased beneficiary is under 21 years of age, or is disabled or incapacitated.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

| <u>Beneficiary</u> | <u>Share%</u> |
|--|---------------|
| CENTRAL COLLEGE OF IOWA
Pella, Iowa | 100% |

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any

amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provided otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

- (a) Directly to such beneficiary;
- (b) To his or her parent, guardian or legal representative;
- (c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

- (d) To any person with whom he or she is residing;
- (e) To some near relative or close friend; or
- (f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;
- (g) To persons, corporations or other entities for the use and benefit of the beneficiary;
- (h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or
- (i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the

parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the

Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when

the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for the inspection or audit by the beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is or could be entitled to receive a present income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when

the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity

serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "settlers" or any other name given to the makers of this trust either by law or by popular usage.
5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals,

other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.
8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.
9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.
10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

It must clearly evidence the interest of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.
12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.
13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.
14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: October 10, 1996

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On October 10, 1996, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

Exhibit 7

The 2005 Restatement of the Family Trust

**THE RESTATEMENT OF
THE BRUNSTING FAMILY
LIVING TRUST**

Prepared By

Albert E. Vacek, Jr.

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Table of Contents

Introduction

| | |
|--------------------|--|
| Article I | Our Family Living Trust |
| Article II | Transfers of Assets to Our Trust |
| Article III | Our Right to Amend or Revoke This Trust |
| Article IV | Our Trustees |

Distributions From Our Trust

| | |
|---------------------|--|
| Article V | Insurance Policies and Retirement Plans |
| Article VI | For So Long As We Both Shall Live |
| Article VII | Upon the Death of One of Us |
| Article VIII | Administration of the Survivor's Trust |
| Article IX | Administration of the Decedent's Trust |
| Article X | Upon the Death of the Survivor of Us |

Article XI Protection of Beneficial Interests

Article XII Our Trustees' Powers and Authority

General Matters

Article XIII Definitions

Article XIV Miscellaneous Matters

THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

Our trust may also be known as:

ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

| <u>Name</u> | <u>Birth Date</u> |
|-----------------------|-------------------|
| CANDACE LOUISE CURTIS | March 12, 1953 |
| CAROL ANN BRUNSTING | October 16, 1954 |
| CARL HENRY BRUNSTING | July 31, 1957 |
| AMY RUTH TSCHIRHART | October 7, 1961 |
| ANITA KAY RILEY | August 7, 1963 |

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20____.

Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee’s discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor’s authority to serve and act as the Trustee of the trust.

Section G. Our Trustees’ Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney’s, accountant’s and other professional fees.

Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;
2. Our residence shall be designed or adapted for human residence;

3. Such property shall at all times be used as our residence;
4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;
5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;
6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and
7. This trust has acquired the property in an instrument of title that
 - a. describes the property with sufficient certainty to identify it and the interest acquired;
 - b. is recorded in the real property records of the county in which the property is located; and
 - c. is executed by one or both of us as Trustors or by our personal representatives.

Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.
2. **PRINCIPAL**
 - a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed \$5,000.00.
 - b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.
 - c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

| <u>Beneficiary</u> | <u>Share</u> |
|-----------------------|--------------|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| ANITA KAY RILEY | 1/5 |

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

- i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

| <u>Beneficiary</u> | <u>Share%</u> |
|--|---------------|
| CENTRAL COLLEGE OF IOWA
Pella, Iowa | 100% |

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

- (a) Directly to such beneficiary;
- (b) To his or her parent, guardian or legal representative;
- (c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;
- (d) To any person with whom he or she is residing;
- (e) To some near relative or close friend; or
- (f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;
- (g) To persons, corporations or other entities for the use and benefit of the beneficiary;
- (h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or
- (i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "settlers" or any other name given to the makers of this trust either by law or by popular usage.
5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.
6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.
8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.
9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.
12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.
13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.
14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

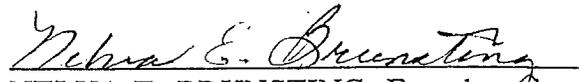
Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005


ELMER H. BRUNSTING, Founder


NELVA E. BRUNSTING, Founder


ELMER H. BRUNSTING, Trustee


NELVA E. BRUNSTING, Trustee

THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas

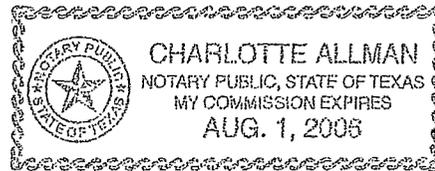


Exhibit 8

The 2007 Amendment to the Brunsting Family Trust

FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the 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.

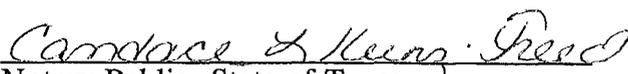
WITNESS OUR HANDS this the 6th day of September, 2007.


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

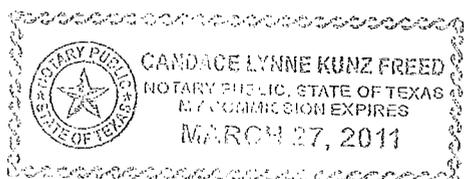


EXHIBIT "A"

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.

Exhibit 9

Affidavit from Frost Bank re; Amy trying to pawn Carl & Candace inheritances off to frost to avoid accountability

Gene Witter/CFBI
03/29/2012 11:02 AM

To "Bobbie Bayless" <bayless@baylessstokes.com>
cc
bcc
Subject Discovery Affidavit-Brunsting pre-litigation discovery

Dear Bobbie,

I am having this delivered to you today.

Gene Witter
Senior Vice President & Trust Officer
The Frost National Bank
P. O. Box 2845
Houston, Texas 77252
Phone: 713/388-7852 FAX: 713/388-7808

P12717

17-20360.953

From: Debbie Castillo on 01/24/2012 09:13 AM
To: Wayne Baker/CFBI@CFBI
cc:

While You Were Out

Contact:
Amy Brunsting
of:

Phone: 830-625-8352 FAX:

Telephoned Will Return
 Please Call Left Package
 Will Call Again Please See Me
 Returned Call Urgent
 Was In

Thursday
@
9 am

Message:
Getting ready to set up two managed trusts and needs more information. The trusts will be for her deceased parents - Elmer and Nelva Brunsting.

Amy Ruth Schirhart 50?
Country Lodge Dr.
New Braunfels, TX

\$ 100 - 500



Amy Brunsting
<at.home3@yahoo.com>

01/24/2012 10:17 AM

Please respond to
Amy Brunsting
<at.home3@yahoo.com>

To "wbaker@frostbank.com" <wbaker@frostbank.com>

cc Anita Brunsting <akbrunsting@suddenlink.net>

bcc

Subject Conference call on Thursday am

Wayne,

Thank you for clearing your schedule to speak with my sister and me about the management of the trust accounts for my brother Carl and my sister Candy. I've attached a copy of the trust documents. Please let me know if you need any other information. The trust documents were prepared by Candace Freed at Vasak and Freed.

My sister who is co-trustee is Anita Brunsting. Her phone number is 361-550-7132. My cell phone number is 830-822-2388. As per our conversation, the conference call is scheduled for 9 am on Thursday, Jan. 26.

Regards,
Amy Brunsting



Beneficiary Designation.pdf

NO. 2012-14538

IN RE: CARL HENRY BRUNSTING

§
§
§
§
§

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
80th JUDICIAL DISTRICT

**BUSINESS RECORDS AFFIDAVIT
OF THE FROST NATIONAL BANK**

THE STATE OF TEXAS §
COUNTY OF HARRIS §
§

BEFORE ME, the undersigned authority, personally appeared GENE WITTER, who, being duly sworn, deposed as follows:

My name is Gene Witter. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a Senior Vice President & Trust Officer at The Frost National Bank (the "Bank") and in that position, I am a custodian of records for the Bank. Attached hereto are records from the Bank's files which have been marked with page numbers 1 through 39. These pages of records have been kept by the Bank in the regular course of business, and it was the regular course of business of the Bank for an employee or representative of the Bank with knowledge of the act or event recorded to make the record or to transmit information thereof to be included in such record; and the record was made at the time or reasonably soon thereafter. The records attached hereto are exact duplicates of the originals found in the Bank's files.

Gene Witter
AFFIANT

SUBSCRIBED AND SWORN TO before me, on this 29th day of March, 2012, to certify which witness my hand and seal of office.



Notary Public, in and for the
State of TEXAS Linda Mapp
Printed Name: Linda Mapp

My Commission Expires: 10/7/2012

P12718

17-20360.956

**QUALIFIED BENEFICIARY DESIGNATION
AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT
UNDER LIVING TRUST AGREEMENT**

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

| <u>Beneficiaries</u> | <u>Share</u> |
|-----------------------|--------------|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| ANITA KAY BRUNSTING | 1/5 |

B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;
2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;
3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;
4. To protect trust assets and income from claims of and interference from third parties;
5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;
6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);
8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;
9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and
10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.
 - a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

- b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.
- c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

- d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."
 - e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.
- G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."
- H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

- I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.
 1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.
 - a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:
 - a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

- b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.
3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.
4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.
6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).
7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

- A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.
1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.
 2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.
 3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.
- B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:
1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."
3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.
4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."
5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.
 - a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.
 - b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").
 - c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.
7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.
8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.
9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

- D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.
- E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
- F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

- A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;
2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;
7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;
9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

- D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.
- E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

be forbidden by the “prudent person” (or “prudent investor”) rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor’s purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the “reasonable person” standard set forth above or if the Trustee’s procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041, no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.
3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:
 - a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.
4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

- A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.
- B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).
2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.
3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.
5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

- C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:
 - a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and
 - b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.
2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.
3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.
4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:
 - a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;
 - b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;
 - c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or
 - d. Abandon Property: Abandonment of such asset.
2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.
3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

- C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.
- D. Indemnification of Trustee from Trust Assets for Environmental Expenses:
1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.
 - a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:
 - (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;
 - (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;
 - (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and
 - (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.
 - b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:
 - (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

- (ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.
 - 2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.
 - 3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.
- E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.
- F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

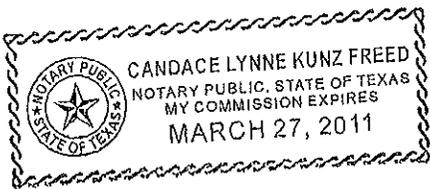
ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.



Candace Lynne Kunz Freed

Notary Public, State of Texas

Exhibit 10

Collection of bates stamped copies of the three signature versions of the alleged 8/25/2010 QBD

Signature preceded by CAN

This one only connects to Anita

P229

Attached to Anita's 156 page objection filed December 5, 2014
Can with no Bates stamp (received from Anita on December 21, 2011)

Both signatures are Above the line

This one connects to Carole, Freed & Amy

P192

In Carole's 133 page objection filed Feb. 17, 2015

P7168 V&F000389 Curtis P-76

Vacek & freed production

P12755

Frost Bank document Production given to them by Amy

Both signatures are On the Line

This one connects to Freed and Anita

P443

Obtained by Blackburn from Vacek & Freed

P1015

Copy of P-40_p37 USCA5 was received from Anita Brunsting via email October 23, 2010

P-40_p37 USCA5 Case 4:12-cv-00592 Document 1-13 Filed in TXSD on 02127/12 Page 7 of 20

Attached to Curtis original federal complaint. Exhibit was received from Anita Brunsting via email October 23, 2010

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NELVA E. BRUNSTING,
Founder and Beneficiary

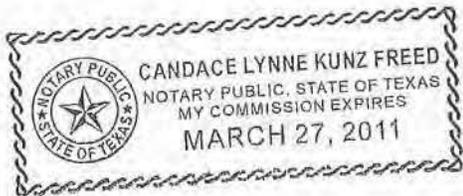
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STATE OF TEXAS
COUNTY OF HARRIS

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Candace Lynne Kunz Freed

Notary Public, State of Texas

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NELVA E. BRUNSTING,
Founder and Beneficiary

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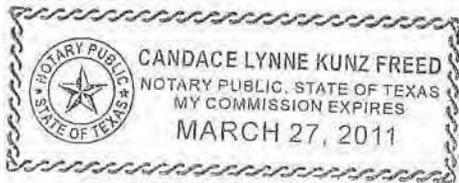
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Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Notary Public, State of Texas



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NELVA E. BRUNSTING,
Founder and Beneficiary

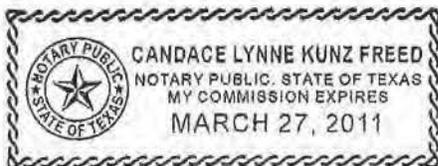
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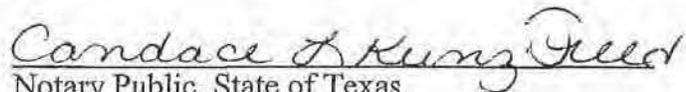


NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Notary Public, State of Texas

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NELVA E. BRUNSTING,
Founder and Beneficiary

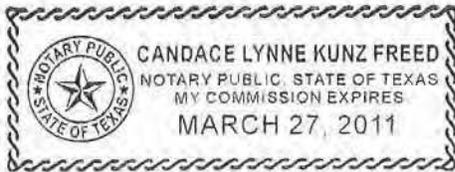
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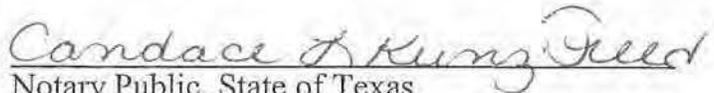


NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Founder and Beneficiary

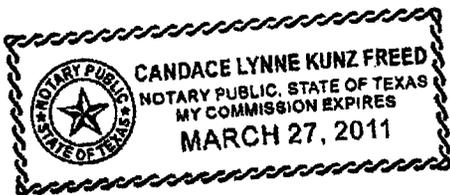
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Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Candace Lynne Kunz Freed

Notary Public, State of Texas

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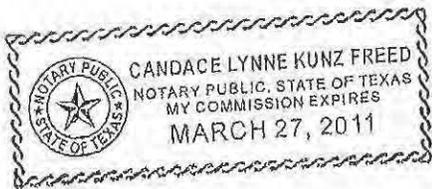
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Nelva E. Brunsting

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Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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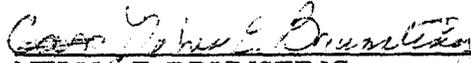


Candace Lynne Kunz Freed

Notary Public, State of Texas

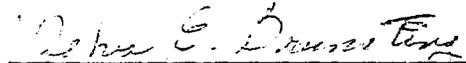
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EXECUTED and effective on August 25, 2010.



NELVA E. BRUNSTING,
Founder and Beneficiary

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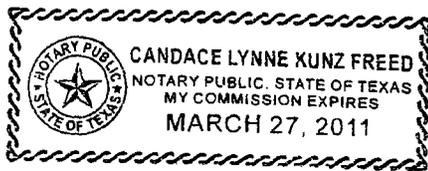
NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Notary Public, State of Texas



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NELVA E. BRUNSTING,
Founder and Beneficiary

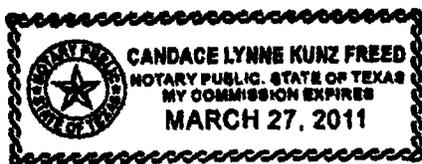
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NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

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Notary Public, State of Texas

Exhibit 11a

July 1, 2008 Appointment of successor trustees pdf pages 135-139

7/1/08

Appt of Succ. Trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

IF, 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

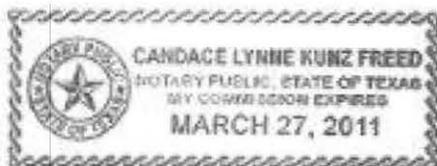
NELVA E. BRUNSTING,
Founder and Original Trustee

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



Cent of Trust

4/27/10

CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

- 1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

- 2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

- 3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

- 4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.
6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.
7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

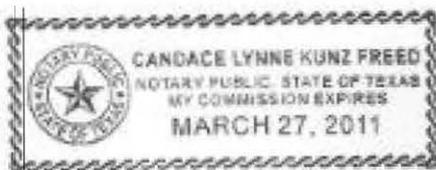


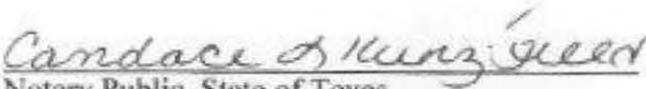
NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.





Notary Public, State of Texas

ELMER H. BRUNSTING DECEDENT'S TRUST

CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING DECEDENT'S TRUST

The undersigned Founder hereby certifies the following:

- 1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

- 2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

- 3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING DECEDENT'S TRUST. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The tax identification number of the ELMER H. BRUNSTING DECEDENT'S TRUST is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

An acceptable abbreviation for account titling is as follows:

NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

- 4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

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

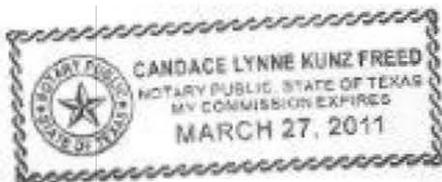


Exhibit 11b

August 25, 2010 Appointment of successor trustees

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART

If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical

information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

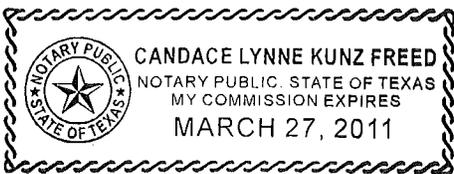
In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on August 25, 2010.



Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz Freed
Notary Public, State of Texas

Exhibit 11c

Nelva's alleged 12/21/2010 Resignation

RESIGNATION OF ORIGINAL TRUSTEE

Pursuant to Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended (the "Trust"), I, NELVA E. BRUNSTING, an original Trustee of the Trust may resign as Trustee.

On April 1, 2009, two subtrusts were created under the BRUNSTING FAMILY LIVING TRUST and are known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

I hereby resign as Trustee of these said Trusts in accordance with the provisions contained in Article IV of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

My resignation is effective immediately and I hereby appoint ANITA KAY BRUNSTING as the Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as well as the subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST.

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:35 pm p.m., by NELVA E. BRUNSTING.

Candace Lynne Kunz Freed
Notary Public, State of Texas

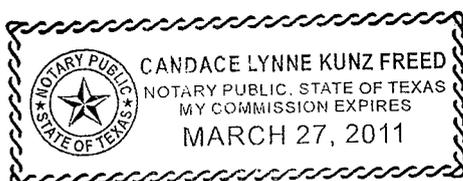


Exhibit 11d

12/21/2010 Appointment of Successor Trustees

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,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:34 pm
p.m., by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz Freed
Notary Public, State of Texas

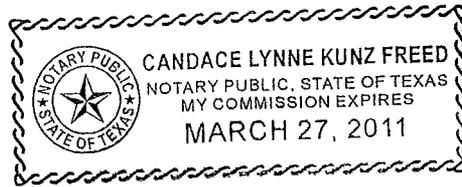


Exhibit 11e

Anita December 21, 2010 acceptance of appointment

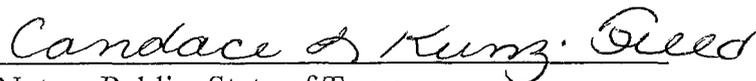
ACCEPTANCE BY SUCCESSOR TRUSTEE

I, ANITA KAY BRUNSTING, hereby acknowledge my acceptance this day of the office and duties of Successor Trustee of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST, after the resignation of the original Trustee, NELVA E. BRUNSTING.


ANITA KAY BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:36pm p.m., by ANITA KAY BRUNSTING.


Notary Public, State of Texas

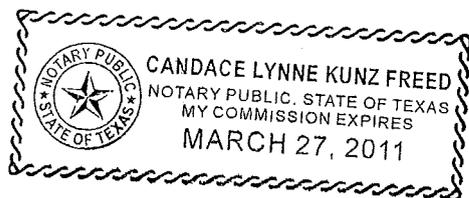


Exhibit 12

Candace Freed memo: Anita instructing Candace to “change the trust”
and make her trustee with Amy followed by Frost Bank 7-30-2010

PM TRUST REVIEW MEETING

| | |
|---------------------------|-------------------|
| Signing Date & Time | |
| Wed. Aug. 4 th | |
| 2:pm. | |
| Fee: | _____ |
| Paid: | _____ Mail: _____ |

Client Name: Brunsting, Nelva
 Date: 07/30/10 Estate Size: 2 mil±
 IRA: Husband - N/A Wife - _____

Current Address/Phone: 13630 Pinelock Hwy TX 77079

Date of Trust/Restatement: _____ Previous Amendments? Yes.

Subtrust Funding Done previously? Yes. DT & ST.

AMENDMENT: QBD(PAT) Other Instr Ltr HCPOA

ApptSUCCTee/HIPAA EXTPOA COT POA DIR

Anita Kay Riley & Army Ruth... Co-tees
or Successor of them. Then Trust

Distribution Change (QBD):

PAT QBD

IF PAT QBD then:

Each beneficiary Trustee of Own Trust: yes no

except for Carl, Anita & Armie as Co-tees for Carl
(except they have it to name, Carl as owner)
 Distribution of PAT: need to Lowr Succ Tee

Same as LT except need language
about the last amend (QBD) less early distr.

Specific Distribution:

Ultimate Distribution:

HEALTH CARE DOCUMENTS:

1ST Agent: Carol

2nd Agent: Anita

3rd Army

IRA TRUST: yes no For whom? husband wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? yes no

SS# of Surviving Spouse/Beneficiaries: _____

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

____ Recording HS Deed

____ Apply for HS Exemption

Tax-deferred Assets _____

____ Bank & Brokerage Accounts

____ Safe Deposit Box

____ Life Insurance

____ Stocks and Bonds

____ Oil & Gas Interests

____ Motor Vehicles

____ Credit Union Accounts

____ Sole Proprietorship Assets

____ Partnership Interests

____ Promissory Notes & Mortgages

____ CDs

____ Annuities

Additional Documents: _____

NOTES:

Needs new DFPOA order

Anita

Carol

Amy

Any Name Changes for children? _____ Any children Predecease? No.

If Yes, who: _____

FEES:

QUOTED: \$ _____ (Plus Expenses)

AMOUNT REC'D: None DATE: _____

BALANCE DUE: _____

DOCUBANK? _____

Cost for QBD 1200.

Hipaa Pkg 250 - med POA
D, F, P, O, A: 150.-
Appt. of Succ TEE
New Card.

courtesy discount \$150.-

Cy

Anita - called
Carol has encephlytes
amendments to trust

Anita + Aimee as Co.tees

change list under ME

Carol

Anita

Aimee

financial P.O.A

Anita

Carol

Aimee

Amend to trust / PAT's w/ amend
to correct Supp Needs to. Anita
to be
Co.tees.

Sp needs?

Exhibit 13

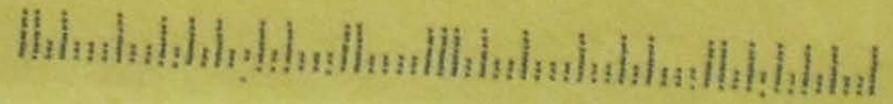
1. Nelva hand written Note: see Candace Curtis (Original Affidavit Exhibit 16) See Exhibit 5 PDF p. 255 this filing

Nelva Brunshing
13630 Pinerock Ln.
Houston, TX 77069

HOUSTON TX 77069
AUG 10 PM 2 T



Candy Curtes,
1215 Virginia Way
Martinez, CA
94553



72

W
S
Jim
Com
Tari
Com
you
The
pat
usa
S
will
is g
know

Wes: Sunday

It's almost 10pm but I'm not sleepy and my computer won't cooperate tonight.

So I heard you were concerned that any money you receive after I leave the marital coil will be put in a trust and Anita would have to deal it out.

That's not true. You'll still get whatever share is yours. If you don't know how to manage money

by now it's too late. I'm on aly qur quite a bit of the time now. Even sleep with it. The hum of the motor is rather soothing.

Had about 50 or so trickles this evening. Dino took care of taking the gards out.

Our weather is still gorgeous but so very dry. Glad I'm not a farmer. I see farmers are doing better. In watching the World Series. Looks like your guys are winning.

Aren't those cards pretty? Could get them for me.
over)

...me say I'm going to
get a lap desk. I guess
I'm too lazy to sit at the
desk. I usually write while
watching TV at night.

Wish I had your lovely
handwriting. I started out
left handed but my 1st gr.
teacher made me write
right handed so I ~~was~~
~~was~~ blame her.

f.


Hallmark
STATIONERY

CNT3025

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MADE IN U.S.A.
Hallmark.com

I can't
even read
my own
writing!

Bye now, Love, Mother

Exhibit 14

Candace Freed Nov 17 2010 email regarding the reason Freed demanded Nelva be subjected to an incompetency evaluation

Subject: Fw: Nelva Brunsting
From: Candace Curtis <occurtis@sbcglobal.net>
Date: 3/11/2015 6:24 PM
To: Rik Munson <blowintough@att.net>

On Wednesday, November 17, 2010 2:38 PM, Candace Freed <candace@vacek.com> wrote:

Amy and Family, Thank you for the update on your mom, Nelva Brunsting. The purpose of the conference call and the suggestion that Ms. Brunsting be evaluated was based solely on conversations that I had with Ms. Brunsting and to let you all know that I had concerns based on those conversations. If she has been evaluated by her physician and you as a family are comfortable with his or her diagnosis, then you have addressed the concerns that I had. I appreciate your letting me know the opinion of the doctor. I hope your mom is doing well and she continues to improve.

Please let me know if I can be any further assistance.

Very truly Yours,

Candace L. Kunz-Freed
Attorney at Law

Vacek & Freed, PLLC
14800 St. Mary's Lane, Suite 230
Houston, Texas 77079
Phone: 281.531.5800
Toll-Free: 800.229.3002
Fax: 281.531.5885
E-mail: candace@vacek.com
www.vacek.com

We have moved! Our new office address is as shown above. We are one exit west of our old office building. Exit Dairy Ashford. Turn south on Dairy Ashford. St. Mary's Lane is a side street one block south of I-10 Katy Freeway. Turn west on St. Mary's Lane. Our building is in the northwest corner of the four-way stop.

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17-20360.1042

Exhibit 15

Transcript: Injunction Hearing April 9, 2013 in the federal Court

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS * Civil No. H-12-592
*
VERSUS * Houston, Texas
* April 9, 2013
ANITA KAY BRUNSTING, et al * 9:50 a.m.

TRO HEARING
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
1215 Ulfonian Way
Martinez, California 94553

For the Defendants:

Mr. George William Vie, III
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Court Reporter:

Fred Warner
Official Court Reporter
515 Rusk Ave.
Houston, Texas 77002

Proceedings recorded by mechanical stenography, produced by
computer aided transcription.

1 THE COURT: Good morning. Please be seated.

2 All right. This is Cause No. 2012-592, Candace
3 Louise Curtis versus Anita K. Brunsting and others.

4 So let me have an announcement. Is Ms. Curtis
5 in the courtroom?

6 MS. CURTIS: Yes, Your Honor.

7 THE COURT: All right. And who is representing the
8 defendants in the case?

9 MR. VIE: George Vie, Your Honor, for the
10 defendants.

11 THE COURT: And I gather we have several parties
12 present, correct?

13 MR. VIE: Yes, Your Honor.

14 THE COURT: Are these your clients or --

15 MR. VIE: Yes, Your Honor. Both the defendants are
16 present.

17 THE COURT: Both defendants.

18 And who are the defendants other than -- I just
19 show Anita Kay and Amy Ruth. I am sorry. I apologize. You
20 are representing both?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Okay. Very good.

23 This is Ms. Curtis' application for a temporary
24 restraining order. As you might recall, this case was
25 initially dismissed by the Court with the understanding that,

1 or under the understanding that it could not proceed in
2 federal court but must proceed in state court.

3 The circuit court disagreed with me, and it's
4 back; and now we are charged to proceed forward in this case.

5 So what I would like to do is, first of all,
6 have Ms. Curtis stand and give me a kind of a factual setting
7 background for what it is that she is seeking, then tell me
8 what she is seeking and see what testimony, if any, we need
9 in order to accomplish that.

10 So why don't you go ahead take the floor, Ms.
11 Curtis, and tell us how this got started and where we are
12 today.

13 MS. CURTIS: This got started by my parents, Elmer
14 and Nelva Brunsting, putting together a Brunsting family
15 living trust in 1996 dividing their estate among the five
16 children beneficiaries.

17 THE COURT: And I see there are the only three
18 children represented. Are there other children that are not
19 included?

20 MS. CURTIS: Yes, sir. My sister Carole and my
21 brother Carl.

22 THE COURT: Okay. C-a-r-o-l?

23 MS. CURTIS: C-a-r-o-l-e and Carl, C-a-r-l.

24 THE COURT: Well, that C went a long way.

25 MS. CURTIS: C, C, C and then A, A.

1 THE COURT: Went a long way in the family, didn't
2 it?

3 MS. CURTIS: Yes.

4 THE COURT: Go ahead please.

5 MS. CURTIS: So, my father passed away in 2009 in
6 April and --

7 THE COURT: And would you tell us his name for the
8 record.

9 MS. CURTIS: Elmer H. Brunsting.

10 THE COURT: All right.

11 MS. CURTIS: And in July of 2010 my brother Carl
12 became stricken with encephalitis. And it's a very serious
13 disease. He was in the hospital for several months, part of
14 that time in a coma. And my brother was originally appointed
15 the executor of my parent's estate.

16 THE COURT: Your brother would be Carl?

17 MS. CURTIS: Carl. And also a successor/co-trustee
18 of the Brunsting Family Living Trust and any resulting
19 trusts.

20 In approximately 2007, my mother sent an e-mail
21 to me and asked me if I would mind becoming co-trustee with
22 my brother Carl because my sister Amy was unstable; and she
23 was wondering if I would mind coming to Houston whenever
24 necessary to take care of these things. And I agreed. And
25 that was the last I heard of it.

1 Since that time I have received a document,
2 which is the last, first and only amendment that my father
3 and mother both signed to the family living trust appointing
4 Carl and Candace as successor/co-trustees.

5 THE COURT: Okay. So as it stands now, it is Carl
6 and Candace who would be the co-trustees of the trust?

7 MS. CURTIS: Yes, Your Honor, yes.

8 And after my brother became ill, my youngest
9 sister Anita took the opportunity to begin seize control of
10 the trust. She immediately, within three weeks after he
11 became ill --

12 THE COURT: When did this happen?

13 MS. CURTIS: In July of 2010.

14 THE COURT: 2010. He became apparently
15 incapacitated or unable to?

16 MS. CURTIS: Yes. He was in a coma for several
17 weeks.

18 THE COURT: Is he still in a coma?

19 MS. CURTIS: No. He's back at home and doing very
20 well.

21 THE COURT: Okay. Very good. Go ahead.

22 MS. CURTIS: And has been.

23 THE COURT: I will be asking questions of him.

24 MS. CURTIS: And so, because of things that are just
25 simply judgmental and ugly, my sister began to try to wrest

1 control of the trust so that my brother could not have
2 anything whatsoever to do with it. She took his name off the
3 safe deposit box which, according to my father's handwritten
4 letter from 1999, contained all of the information about the
5 family trust, and then some papers were caused to be drawn
6 up. One was a qualified beneficiary designation.

7 THE COURT: I'm sorry. Was a what?

8 MS. CURTIS: A qualified beneficiary designation.

9 THE COURT: All right.

10 MS. CURTIS: And several other papers were drawn up
11 on August 25th, 2010.

12 There was no notice given to any of the
13 beneficiaries about this qualified beneficiary designation
14 that was to be prepared and signed. And the only way that I
15 found out about it was to ask my sister Anita for copies of
16 trust documents for me to review for a phone conference that
17 had been called by the trust attorneys that was supposed to
18 include my mother and all of her children. My brother Carl
19 was never notified of this phone conference.

20 THE COURT: Was he at the time still in a coma or
21 incapacitated?

22 MS. CURTIS: No, sir. He was not in a coma, but he
23 was still in the hospital.

24 THE COURT: Okay.

25 MS. CURTIS: And my mother also was not in on the

1 phone call.

2 So we had the conference call, and they were
3 definitely absent; and the conference call apparently was
4 called to discuss proposed changes to the trust, when in fact
5 the changes had already been made; and as it boiled down to
6 the end and various parties hung up, they were going to try
7 to have my mother declared incompetent because she said that
8 she did not sign the qualified beneficiary designation and
9 that in fact what the qualified beneficiary designation said
10 was not true.

11 THE COURT: Let me ask you a question before we go
12 forward. What was the purpose -- what did the beneficiaries
13 receive and how were funds, as you understand it, disbursed
14 from the trust prior to this August 25th 2010. How was the
15 trust to be administered?

16 MS. CURTIS: The trust was to be divided into five
17 personal asset trusts; and I believe that each personal asset
18 trust would have a trustee, but I do not think it was the
19 beneficiary.

20 THE COURT: Was that to recognize the five children?

21 MS. CURTIS: Yes.

22 THE COURT: How was your mother to benefit from
23 this? Was she to get some proceeds out of the funds?

24 MS. CURTIS: My mother was to benefit from all of
25 the trusts until she passed way.

1 THE COURT: Okay. And then these five trusts
2 would --

3 MS. CURTIS: Whatever was remaining would be divided
4 five equal ways.

5 THE COURT: Surely.

6 And then your mother died when?

7 MS. CURTIS: 11-11-11.

8 THE COURT: Oh, is that right?

9 And at that time your father was already
10 deceased?

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: So this telephone conference occurred
13 sometime in August of 2010, just about 14 months prior to her
14 death?

15 MS. CURTIS: It was in October --

16 THE COURT: October.

17 MS. CURTIS: -- of 2010.

18 THE COURT: About 12 months then, 12 or 13 months
19 prior to her death.

20 And so go ahead and pick up there.

21 MS. CURTIS: So, anyway, after the phone conference
22 there was really nothing I could do about anything as far as
23 I could tell; and so, things were relatively quiet until in
24 approximately March of 2011 my sister Anita called and said,
25 "oh, we found some Exxon stock that wasn't in the trust; and

1 so, some of it will be gifted, and then the rest of it, the
2 trust attorneys are going to figure out how to get it into
3 the trust."

4 And so I received 160 shares of that stock.
5 And I was in conversation with sister Carole and was told
6 that she had received some, but she didn't know how much it
7 was because she hasn't opened the envelope.

8 THE COURT: Was it your understanding that the 160
9 shares that you received would have been your one-fifth
10 share? Is that the way it was to be --

11 MS. CURTIS: That's kind of the way I thought about
12 it. Not necessarily my one-fifth share, but that each of us
13 should receive a like amount.

14 THE COURT: Sure.

15 All right. Go ahead.

16 MS. CURTIS: Unbeknownst to me, my sister Carole
17 received 1,300 plus shares and my sister Amy received over
18 1,000 shares.

19 I received 160, Anita received 160; but Anita,
20 as power of attorney beneficiary and trustee, having taken
21 over from my mother in December of 2010, was conflicted and
22 not allowed to accept gifts. So she excused it many months
23 after the fact as being a loan, but she's also not allowed to
24 take loans from --

25 THE COURT: So was she the person doing the

1 disbursing of these shares?

2 MS. CURTIS: Yes, Your Honor, she was.

3 THE COURT: And she disbursed them in the manner, as
4 you understand it, the way you just described it, giving a
5 couple thousand shares to two of your sisters together?

6 MS. CURTIS: Uh-huh.

7 THE COURT: I said "together" meaning added
8 together, and then 160 to you. And what happened, if
9 anything, to do with Carl's share?

10 MS. CURTIS: He got nothing.

11 THE COURT: All right. Okay. Go ahead.

12 MS. CURTIS: So my brother has filed a lawsuit in --

13 THE COURT: Probate court?

14 MS. CURTIS: -- state court and also in probate.

15 It's not a lawsuit, but he has filed from probate as
16 defendant executor. And he has gotten pages and pages and
17 pages of information from my sisters in another lawsuit that
18 it was a pre-suit request for depositions to get information
19 in case they were going to file suit.

20 And they got pages and pages and boxes of
21 information that was not shared with me until March 28th just
22 recently, and this paper here was in some of the documents
23 that they shared with me.

24 THE COURT: What is the title of it?

25 MS. CURTIS: This is a computer share. It's a.

1 Transfer form. And this is page two of three
2 pages of the transfer form.

3 THE COURT: Transfer form relating to?

4 MS. CURTIS: The Exxon/Mobil stock.

5 THE COURT: Okay.

6 MS. CURTIS: And so, at the top of the page my
7 sister Anita's 160 shares, and the bottom of the page is my
8 160 shares.

9 There is two signatures at the bottom of the
10 page. One is on a W-9 portion, and the other is on, my
11 understanding that the money would be reinvested in the
12 account. These signatures are not my signatures; they're
13 forgeries.

14 THE COURT: Uh-huh.

15 MS. CURTIS: I would not have seen these if I had
16 not had this shared with me by my brother.

17 THE COURT: And you didn't authorize anyone to make
18 those signatures for you?

19 MS. CURTIS: No, I did not. And I have filed a
20 Securities & Exchange Commission complaint as of last week
21 about this.

22 THE COURT: All right.

23 MS. CURTIS: And I have not heard anything from them
24 since that time.

25 I also have two different --

1 THE COURT: Well, let me ask you before you go
2 further. What did you understand to be the access in the
3 trust or the total trust as opposed to the individual five
4 trusts, let's say? What did you understand the gross assets
5 to be? Is that what you set forth in your petition as being
6 the assets.

7 In 2010, you show -- I don't know if you have
8 your petition there with you, but you showed in 2010 there
9 was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of
10 \$554,000 more or less in the -- I gather is this in the
11 decedent's account.

12 MS. CURTIS: Actually, this is my Request For
13 Injunction.

14 THE COURT: Yes, page 3.

15 MS. CURTIS: Those are just the net changes.

16 THE COURT: These are what you're calling losses
17 then?

18 MS. CURTIS: Yes.

19 THE COURT: So what is the total of the estate? How
20 many? Several million dollars?

21 MS. CURTIS: The farm itself is close to \$3 million,
22 and everything else when my father passed away was about a
23 million-and-a-half.

24 THE COURT: So, it's increased in value to about --

25 MS. CURTIS: By virtue of the farm.

1 THE COURT: F-a-r-m, farm?

2 MS. CURTIS: Yes, family farm in Iowa.

3 THE COURT: That was sold?

4 MS. CURTIS: No, it was not.

5 THE COURT: What's on the farm that's increasing
6 these prices? What are they harvesting?

7 MS. CURTIS: Corn and soybean.

8 THE COURT: Is that for profit or just simply --

9 MS. CURTIS: To my understanding we have a lease
10 with the farmer.

11 THE COURT: Okay. And so lease itself pays a
12 certain amount of money annually or however.

13 MS. CURTIS: Yes.

14 THE COURT: Those assets or that money goes into the
15 estate?

16 MS. CURTIS: I believe so.

17 THE COURT: And that accounts for some of the
18 increase, as you understand them?

19 MS. CURTIS: Yes.

20 THE COURT: All right. So at this point in time,
21 "this point in time" being 2012, there has been a total of
22 338 or 339,000 in assets removed from the estate, and there
23 is still approximately, as far as you know, three-plus
24 million dollars in the estate?

25 MS. CURTIS: Yes, Your Honor.

1 THE COURT: Now, I want to try to close this out
2 just a little bit by asking you: After you received these
3 documents, I gather -- and when you weren't receiving them,
4 obviously, because I recall you filed a suit, and one of the
5 issues was getting your hands on these documents, and you
6 were not able to get those documents until recently, as I
7 understand it?

8 MS. CURTIS: The first time I received any
9 information was in April of 2012, yes.

10 THE COURT: Okay.

11 And since you received those documents, has the
12 fact that you received those documents confirmed what you
13 believe to be improper practices on the part of your, I
14 gather, on the part of your sister Anita?

15 MS. CURTIS: Yes, Your Honor.

16 THE COURT: Is she handling this alone?

17 MS. CURTIS: To my knowledge she is.

18 THE COURT: All right. So it's between her and
19 however her lawyers are handling this that you are concerned
20 about?

21 MS. CURTIS: I assume.

22 THE COURT: And your brother has a ongoing suit
23 presently ongoing?

24 MS. CURTIS: Yes, Your Honor.

25 THE COURT: And what is the status as you understand

1 of that suit, as to how long has it been pending and what is
2 status of that suit?

3 MS. CURTIS: I'm not exactly sure of the dates of
4 how long it's been pending. I think since sometime in
5 February of 2013.

6 THE COURT: Okay. So several months, but not very
7 long.

8 MS. CURTIS: Right.

9 THE COURT: And is he able to get up and about?

10 MS. CURTIS: Yes.

11 THE COURT: Where is he now?

12 MS. CURTIS: At home, I would assume.

13 THE COURT: And have you communicated with him
14 regarding what his approach is?

15 MS. CURTIS: Yes, Your Honor. I have.

16 THE COURT: And, of course, you have not joined his
17 lawsuit?

18 MS. CURTIS: No, I have not.

19 THE COURT: And he has not joined in your lawsuit?

20 MS. CURTIS: No, he has not.

21 THE COURT: Does he have an attorney?

22 MS. CURTIS: Yes, Your Honor, he has.

23 THE COURT: Okay. I gather you now know that some
24 state court, some county court or probate court, someone did
25 something, I gather, to give Anita some authority that you

1 did not know she had. Is that what you have come to the
2 knowledge of?

3 MS. CURTIS: I have come into the knowledge that the
4 purported successor/co-trustees are in fact imposters because
5 the documents that made them successor/co-trustees have
6 digital alterations on them; they have anomalies on the
7 signature pages. I have two different signature pages for
8 the qualified beneficiary designation that were sent to me on
9 two different occasions.

10 THE COURT: Now, whose signatures would be necessary
11 from your perspective to permit her to go forward? This
12 qualified beneficiary designee, this was supposed to be Anita
13 now?

14 MS. CURTIS: It was supposed to divide the estate
15 into five different personal asset trusts. Carole, Amy and
16 Anita were going to be trustees.

17 THE COURT: This was a part of you-all's discussion
18 on the telephone conference as to how this was supposed to
19 work?

20 MS. CURTIS: Well, I wanted to know how it would put
21 into place in the first place because I never received any
22 notice that this was being contemplated.

23 THE COURT: Okay.

24 MS. CURTIS: And come to find out months after the
25 papers were allegedly signed by my mother, my personal asset

1 trust and my brother Carl's were put under the control of Amy
2 and Anita.

3 THE COURT: On what authority or what basis.

4 MS. CURTIS: I don't know. I don't know.

5 THE COURT: Okay.

6 And what happens then or what is happening to
7 those assets?

8 MS. CURTIS: They're spending them.

9 THE COURT: Okay. She, Anita, has authority and can
10 spend those proceeds --

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: -- based upon what? Is she considering
13 herself the qualified beneficiary designee or something?

14 MS. CURTIS: She is considering herself a
15 successor/co-trustee.

16 THE COURT: Successor/co-trustee.

17 MS. CURTIS: In place of my mother. She did most of
18 the theft while my mother was still alive when she was acting
19 with my mothers power of attorney. My mother supposedly
20 resigned as trustee on December 21st, 2010, and my sister
21 accepted successor/trustee. And my sister's also a
22 beneficiary, so she's got a conflict of interest there.

23 THE COURT: So since 2010 you are not aware of, I
24 gather you're saying you're not aware of the division of the
25 estate at least designating your portion as being your full

1 one-fifth of the estate?

2 MS. CURTIS: I have never received a notice.

3 THE COURT: You are not aware that that has been
4 done. In other words, you don't know that that has been
5 done?

6 MS. CURTIS: No, I do not.

7 THE COURT: And you're not in charge of that, those
8 assets?

9 MS. CURTIS: That's correct.

10 THE COURT: And so here's my question: What is it
11 that you're seeking by this lawsuit?

12 MS. CURTIS: I am seeking that my sister and those
13 who have received unfair distributions to return the money.

14 THE COURT: Okay.

15 MS. CURTIS: I would like them to pay back all of
16 the interest that was lost on the securities that were cashed
17 in during that 15 months and spent, diverted to other things.

18 THE COURT: All right.

19 MS. CURTIS: And I would like it to be divided five
20 ways and for the five beneficiaries to go their separate
21 ways.

22 THE COURT: And what have you been told, if
23 anything, even today, if anything, that has prevented this
24 from happening?

25 MS. CURTIS: I have been told nothing.

1 THE COURT: And you've talked with their counsel,
2 have you not?

3 MS. CURTIS: Yes, I have.

4 THE COURT: And did you ask him about these
5 questions or did you put these questions to him?

6 MS. CURTIS: No, I did not.

7 THE COURT: What were you asking? What was the
8 nature of what you all were trying to accomplish as far as
9 this injunction is concerned?

10 MS. CURTIS: We were trying to come up with a reason
11 why we would not go forward with the injunction hearing. And
12 I had five or six other alternative ways of resolving this.
13 And he left the room to speak to his clients, and they would
14 not agree to them.

15 THE COURT: What are you seeking now? What are
16 those ways that you are seeking, and what is it that you want
17 to happen here today?

18 MS. CURTIS: I wanted to have an independent trustee
19 appointed.

20 THE COURT: All right. And that was refused.

21 Okay. What else?

22 MS. CURTIS: I wanted to know who, if any, special
23 co-trustee was appointed as per this qualified beneficiary
24 designation.

25 THE COURT: I'm sorry. Say that again.

1 MS. CURTIS: There was provision in the qualified
2 beneficiary designation for a special co-trustee or a trust
3 protector; and so, I suggested that maybe the trust protector
4 take it over as the trustee.

5 THE COURT: All right. Okay.

6 MS. CURTIS: And the other reason was just similar
7 to that. The Court could appoint an independent trustee who
8 the defendants would have to obtain approval for any of their
9 actions.

10 The Court could enjoin the trustees from acting
11 without approval of the Court or express written approval
12 from all five beneficiaries.

13 The Court could enjoin trustee from acting
14 unless and until they can show they're in possession of
15 authentic documents by submitting the documents purportedly
16 signed on August 25, 2010 and December 21st, 2010 for a
17 forensic analysis because the copies that we have have all
18 been digitally altered and the signatures are fake.

19 THE COURT: Okay.

20 MS. CURTIS: I also asked originally if I could
21 please know the identification and contact information for
22 the trust protector, and I was told that the provisions for
23 the trust protector were at section such and such in the
24 qualified beneficiary designation, but I didn't get a
25 straight answer.

1 THE COURT: So there is a document called "qualified
2 beneficiary designation"?

3 MS. CURTIS: Yes, Your Honor.

4 THE COURT: And you do or do not have a copy of
5 that?

6 MS. CURTIS: I do have a copy of it but not with me.

7 THE COURT: And you have been told that in -- when
8 were you told this, today? When were you told where this
9 provision about the special protector or co-trustee protector
10 was located?

11 MS. CURTIS: In early 2012.

12 THE COURT: And you were told where to find it?

13 MS. CURTIS: I was told where to find the
14 provisions, but I asked for the identity.

15 THE COURT: Okay. The identity of that person has
16 not been given to you?

17 MS. CURTIS: That is correct, or if there even is.

18 THE COURT: If there is such a person.

19 All right. So that's what you're seeking in
20 terms of your request for benefit -- for the injunction
21 today; is that correct?

22 MS. CURTIS: Yes, Your Honor. I'm seeking that we
23 stop the bleeding until we can get to the bottom of it.

24 THE COURT: Have you received any funds from the
25 trust since 2010? I'm talking about since the death of your

1 mother.

2 MS. CURTIS: No, Your Honor. I have not.

3 THE COURT: You have made it known to -- have you
4 communicated with your sister -- that's Anita, I believe --
5 about that?

6 MS. CURTIS: I am not allowed to speak to Anita --

7 THE COURT: Why not?

8 MS. CURTIS: Except through her attorneys.

9 THE COURT: Well, that's untrue. That's your
10 sister.

11 MS. CURTIS: Well, that's the way I feel about it,
12 but I'm told I'm not allowed to speak to them, and they won't
13 talk to me.

14 THE COURT: Who told you this? Who told you this,
15 that you can't contact her?

16 MS. CURTIS: I inferred that from --

17 THE COURT: Did she tell you that, is what I am
18 asking?

19 MS. CURTIS: No. She didn't tell me that because
20 she hasn't spoken to me.

21 THE COURT: Well, have you tried to speak to her?

22 MS. CURTIS: Yes, Your Honor, I have.

23 THE COURT: What happens when you try to speak to
24 her?

25 MS. CURTIS: I call. She doesn't answer. I leave a

1 voice mail, she doesn't call me back.

2 The same thing happened with my other sister
3 Amy. I called and left a voice mail. She did not return my
4 call. This was more than a year ago.

5 THE COURT: So they refuse to speak to you about
6 this is what you are saying?

7 MS. CURTIS: Yes, Your Honor.

8 THE COURT: Go ahead and have a seat. Thank you.
9 Counsel.

10 MR. VIE: Yes, Your Honor.

11 THE COURT: Why can't you come to some
12 accommodation?

13 MR. VIE: Here's the situation. I just want to give
14 you a little bit of background so that you understand in
15 terms of the exhibits I put before you.

16 THE COURT: I don't have any exhibits yet. Well,
17 some paper put up here.

18 Oh, the list. I see.

19 MR. VIEW: Yes, sir.

20 THE COURT: I haven't read these.

21 MR. VIE: Just to provide some assistance in
22 answering your question, Your Honor. Exhibit 1 is a 60-or-so
23 page document. That is the family trust document.

24 THE COURT: All right.

25 MR. VIE: And on page 1 of the document it says that

1 her father and mother had created a trust, it's an
2 irrevocable trustee, and that the initial trustee shall be
3 Anita Kay. So, Anita is the trustee under this document.

4 Because you heard a lot about this qualified
5 beneficiary designation.

6 THE COURT: No. I heard about the co-trustees.

7 MR. VIE: So I wanted the Court to understand that
8 this document --

9 THE COURT: Let me ask so we don't go down a rabbit
10 trail. Was there a point in time when Carl was the
11 co-trustee?

12 MR. VIE: I'm sorry?

13 THE COURT: Was there a time when Carl, the brother,
14 was the co-trustee?

15 MR. VIE: I don't know if that -- I don't know with
16 respect to this document if that's correct or not.

17 I understand that at one point there was a
18 communication from the mother where she considered other
19 family members serving in her role. But the documents that I
20 have given you, the second exhibit that I have given you is
21 where with respect to the mother's living trust while she was
22 alive, she decided to have Anita appointed as her successor
23 trustee instead, and then they created this certificate of
24 trust.

25 THE COURT: That would have been relative to the

1 entirety of the irrevocable trust or was it simply her
2 portion of the assets?

3 MR. VIE: It was with respect to the living trust
4 that was created when she --

5 THE COURT: No, no, no. Here's what I am saying.
6 The father is now deceased.

7 MR. VIE: Yes.

8 THE COURT: His wife entered into a irrevocable
9 trust, and either he leaves all of you that in the trust to
10 her benefit or his share goes into some other, goes into a
11 trust for the children at that point.

12 So what happened?

13 MR. VIE: The father and mother created the
14 irrevocable trust, which I have identified as Exhibit 1.

15 THE COURT: Okay.

16 MR. VIE: When the father died, his assets went into
17 this living trust where their mother had assets to the
18 living -- there was a sub trust created, a successor trust
19 and a decedent's trust. The mother had that.

20 THE COURT: So she has all of the assets at that
21 point?

22 MR. VIE: Yes. And the mother was able to make
23 gifts and did make gifts to a number of the family members.
24 So when the plaintiff was referencing the \$13,000 gift that
25 she received and the others, these were gifts that her mother

1 while alive had directed. And my client Anita, as the
2 successor trustee under this appointment, Exhibit 2, would
3 make those transactions occur. But these were gifts from the
4 mother.

5 And then the mother dies, and this irrevocable
6 trust --

7 THE COURT: And did the mother die, according to
8 what Ms. Curtis is saying, in December more or less, I guess?

9 MR. VIE: November of 2010, Your Honor.

10 THE COURT: November of 2010, okay.

11 MS. CURTIS: 2011.

12 THE COURT: 2011.

13 MR. VIE: 11-11-2011.

14 THE COURT: Right.

15 MR. VIE: After that point, then Anita as trustee
16 prepares a schedule of the estate, the context of the mother,
17 and that money was going into the family trust; and that's
18 one of the exhibits that she's attached.

19 THE COURT: Well, wait a minute. What money is
20 going into the family trust? Because now this trust, the
21 trust that exists that is handling all this is the mother's
22 living trust, right?

23 MR. VIE: No, Your Honor. When she died, the living
24 trust no longer exists.

25 THE COURT: Oh, obviously.

1 But before that, all of the assets were going
2 into the living trust for the mother.

3 MR. VIE: Right.

4 THE COURT: And now the mother dies in November of
5 2011, and then what happens?

6 MR. VIE: Then we have the family trust, and there
7 is created again a sub trust of a survivor's trust and the
8 decedent's trust.

9 THE COURT: And the family trust now reverts back to
10 the irrevocable trust?

11 MR. VIE: Yes, Your Honor.

12 THE COURT: And in the irrevocable trust or in that
13 trust there is a provision that says how those, how that
14 trust is to be divided into five distinct trusts for the
15 children?

16 MR. VIE: My understanding is that there is a
17 document under this complicated plan by which each of the
18 individual beneficiaries, the five children, the four
19 daughters and the son, they would have these asset trusts.
20 Those trusts have not been created.

21 THE COURT: Well, I am asking whether or not as a
22 part of the -- as to your understanding, you have read it, is
23 that a part of what the family trust required as far as you
24 know? You said there's a document like it's some separate
25 thing.

1 MR. VIE: Well, there's a -- I understand, Your
2 Honor.

3 It's a rather long document. I understand and
4 agree we are that the conclusion of this trust now at this
5 point is to divide the assets to the five beneficiaries, and
6 then each of their assets go into these asset trusts.

7 THE COURT: Separate and distinct from each other
8 and for the benefit of each of the designated beneficiaries.

9 MR. VIE: Yes.

10 And as the plaintiff suggested, I believe the
11 situation is that her trust, for example, she is not a
12 trustee. One of her siblings is the trustee.

13 THE COURT: Even after it's divided off and given to
14 her?

15 MR. VIE: Yes. And in these asset trusts, other
16 members --

17 THE COURT: So someone who has a trust, like Anita
18 herself, would have her own separate and distinct assets?

19 MR. VIE: Yes, sir.

20 THE COURT: And she'd be in charge of her own
21 assets?

22 MR. VIE: No, no. There would be -- somebody else
23 would be the trustee.

24 THE COURT: Of all of these five trusts?

25 MR. VIE: Yes -- no, of each.

1 THE COURT: Who is "someone else?" I mean --

2 MR. VIE: Well, for example, Carl's could be Anita
3 and Amy's could be Carole.

4 THE COURT: But the documents say how this happened,
5 though.

6 MR. VIE: These trusts have not been created yet.
7 There has been no distribution.

8 THE COURT: I understand that. You are telling me
9 that, but I am trying to find out whether or not the creation
10 of these trusts require these beneficiaries to have someone
11 else in charge of their money.

12 MR. VIE: That is my understanding. And she can
13 correct me if I am wrong, and my clients can correct me as
14 the trustees if I'm wrong.

15 THE COURT: So Anita -- somebody would be in charge
16 of Anita's?

17 MR. VIE: Yes. That's right.

18 THE COURT: And then somebody else would be -- and
19 Anita would be in charge of somebody else's?

20 MR. VIE: That's my understanding.

21 THE COURT: And these kids -- and they're not kids
22 anymore, but these five siblings would be at each other's
23 throats for the rest of their lives because --

24 MR. VIE: No. They'd each have their own --

25 THE COURT: Well, no. They got them, but they're

1 not in charge of it, is what I understand.

2 MR. VIE: All right.

3 THE COURT: That's what I am trying to say. In
4 other words, I'd have to call my sister to get my money.

5 MR. VIE: What I know about the asset revocable --
6 the asset trust is they have not been created yet.

7 As the Court heard, there are two lawsuits.
8 There is this lawsuit and there is her brother's lawsuit. We
9 are not parties to her brother's lawsuit. Her brother's
10 lawsuit is brought in his capacity as the executor of his
11 father's and mother's estates. It's in Harris County
12 District Court. We're not parties to it.

13 THE COURT: Well that would be either the product of
14 a will being probated --

15 MR. VIE: Yes, sir.

16 THE COURT: -- or it would be the product of an
17 intestate proceeding. Which is it?

18 MR. VIE: The will has been probated.

19 THE COURT: So there is a will probate separate and
20 apart from the trust?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: And how does that overlay on the trust
23 since all of the assets are in the trust?

24 MR. VIE: Well, I don't know that it overlays; but
25 what I am trying to suggest to the Court is: One, since the

1 mother died, there has been no distributions to anyone,
2 not --

3 THE COURT: I get that. I am trying to figure
4 out --

5 MR. VIE: Since you haven't seen the distribution, I
6 wanted the Court to understand that no one has.

7 THE COURT: But somebody got some money out of it or
8 there has been a loss in value to the trust itself.

9 MR. VIE: She says that the stock that was invested
10 with the brokerage houses may have lost money, is one of the
11 things that she suggested in her motion.

12 THE COURT: Right.

13 MR. VIE: My point was to suggest that there has
14 been no distributions since the mother died from the trust
15 that Anita is the trustee for to anyone.

16 THE COURT: And you said the one that Anita is in
17 charge of. What is Anita in charge of?

18 MR. VIE: Exhibit 1.

19 THE COURT: Okay. The entirety?

20 MR. VIE: Yes, sir.

21 THE COURT: That's what I am trying to get to.

22 MR. VIE: Yes.

23 THE COURT: Okay.

24 MR. VIE: And it's unlikely there will be any
25 distributions until both this suit is resolved and her

1 brother's suit that he brought.

2 THE COURT: Well, this suit might resolve it.
3 That's not their concern.

4 But what I am trying to find out is whether or
5 not in the -- the question I was trying to get back was in
6 the Carl's suit, I guess in probate court, whether or not
7 that suit, which did not come up in the responses in the way
8 that I understood it, whether or not that suit that impact
9 whether or not this Court should be proceeding with this
10 trust.

11 MR. VIE: No, Your Honor.

12 THE COURT: So it's separate and apart since the
13 probate's completed.

14 MR. VIE: The probate has been filed. The suit is
15 brought by him in his capacity as executor.

16 THE COURT: Is he without bond and independent?

17 MS. CURTIS: Yes.

18 MR. VIE: He's an independent executor. He is
19 bringing the suit against the attorneys.

20 THE COURT: So he doesn't need to do anything else
21 other than file it and do this accounting and all of that and
22 then do whatever the will tells him to do.

23 MR. VIE: The litigation that he has brought is
24 against the attorneys that created these trusts.

25 THE COURT: That's not even -- that's separate and

1 distinct from this lawsuit.

2 MR. VIE: Okay.

3 THE COURT: And it's separate and distinct from the
4 estates because that's a malpractice lawsuit.

5 MR. VIE: Yes, sir.

6 THE COURT: Okay. So I am not concerned about that
7 at all.

8 I was trying to make sure when he brought his
9 suit, he was not simply arguing that somehow Anita had
10 finagled her way into this position and she had squandered
11 certain assets and then we've got these parallel lawsuits.

12 MR. VIE: I understand, Your Honor. And that was my
13 point as well was to let you know that we are not parties to
14 that litigation, it's not a claim in that litigation as the
15 claims are --

16 THE COURT: And neither is the plaintiff here a
17 party to that litigation.

18 MR. VIE: That is correct, Your Honor.

19 THE COURT: Okay.

20 So, the only suit that's pending dealing with
21 the assets of these parent's estate is this lawsuit.

22 MR. VIE: Yes, Your Honor.

23 THE COURT: All right.

24 So what the plaintiff is saying on page 3 of
25 her petition having to do with the December dates of 10, 12

1 and so on and what she considered to be "losses of the
2 estate" are losses that I gather are decreases in assets that
3 would be attributable to movement in the market.

4 MR. VIE: That is the specific. And, Your Honor,
5 you are referring to the complaint or to the motion that has
6 been filed for temporary relief?

7 THE COURT: I'm looking at the motion right now.
8 That should be Instrument No. 35.

9 MR. VIE: Yes. With respect to that, there is an
10 argument being made there that there has been a loss and it
11 is the result of the investment of the securities.

12 THE COURT: You made a comment earlier that until
13 the other lawsuit and this lawsuit is resolved. That lawsuit
14 has nothing at all to do with the resolution of this estate.

15 MR. VIE: Well, I --

16 THE COURT: I'm telling you that.

17 MR. VIE: Okay.

18 THE COURT: There is nothing that should -- there is
19 nothing going on in Carl's suit that prevents these parties
20 from following what they have been instructed to follow in
21 the trust document.

22 MR. VIE: Okay. I understand if that's the
23 Court's direction.

24 THE COURT: Is there something that I am missing?

25 MR. VIE: Not that I am aware of, Your Honor.

1 THE COURT: That's a malpractice suit. And they
2 get some money out of it, either he gets it or maybe he
3 distributes it among his brothers and sisters, but it doesn't
4 have anything to do with the distribution of this estate.

5 MR. VIE: My understanding -- the reason that I
6 understood the case to be differently is that I understood
7 that the purpose of the litigation that he had brought in
8 state court was claiming that the attorneys who created these
9 trusts had done so improperly so that we were in a situation
10 in which we are here before this Court, and the Court is
11 suggesting we should wind this thing up and distribute to all
12 the beneficiaries.

13 THE COURT: It's going to be wound up. It's going
14 to be wound up in this court.

15 Here's what I'm suggesting. I am suggesting
16 that this will not become a feast and famine, feast for the
17 lawyers and famine for the beneficiaries in this Court where
18 we are sitting around churning the time out and the parties
19 are charging out of that lawsuit, defense of that lawsuit,
20 which you are not doing, apparently, unless -- are you the
21 lawyer that created the trust?

22 MR. VIE: No, Your Honor.

23 THE COURT: So that's a separate law firm.

24 MR. VIE: Yes, Your Honor.

25 THE COURT: Yeah. So there is no reason for you to

1 be or your firm to be involved in the expenditure of that, of
2 monies out of that lawsuit.

3 MR. VIE: And we aren't, Your Honor.

4 THE COURT: And there is no reason for Ms. Curtis to
5 be concerned about spending money out of her assets for that
6 lawsuit.

7 MR. VIE: Understand.

8 THE COURT: So, you can distribute what you got
9 whether you get some more or not. It doesn't require -- this
10 is not a probate where you got to gather everything together
11 because everything is together.

12 MR. VIE: Okay.

13 THE COURT: The entire estate is together.

14 MR. VIE: Yes, Your Honor.

15 THE COURT: And if there is a lawsuit, and it's
16 questionable whether or not Curtis has a lawsuit or not
17 because he wasn't the creator and the payor for that creation
18 of that trust.

19 So, the point I am making is, obviously he had
20 no contractual relationship with the firm, and it's going to
21 be seriously flawed -- seriously difficult for him to sue for
22 malpractice when he wasn't -- when there is no
23 attorney/client relationship.

24 MR. VIE: Understood, Your Honor.

25 THE COURT: So, the point I'm getting to here is

1 under this trust that is situated here, what my plaintiff,
2 Ms. Curtis, I believe is saying is that she is, these assets
3 are not being distributed, and she's of the opinion that
4 there is something untoward going on, whether that's true or
5 not.

6 MR. VIE: Yes, Your Honor.

7 THE COURT: And that there is no reason why she
8 should be standing out in the field trying to get information
9 about this trust and the distribution of these assets when
10 she is equally entitled to any and all information just like
11 Anita or anybody else.

12 MR. VIE: I understand that.

13 THE COURT: So, what is it then that prevents these
14 parties from right now settling this suit?

15 MR. VIE: From settling it?

16 THE COURT: Yes. All they got to do is distribute
17 the assets.

18 MR. VIE: Two things, Your Honor. And it's just my
19 observation, because obviously the Court does not have to
20 agree with me.

21 THE COURT: Sure.

22 MR. VIE: I provided the underlying documents that
23 support the schedule that the plaintiff has attached to this
24 motion for temporary relief. I have given her yesterday, in
25 response to her request for production, some 5,000 pages.

1 She has told me that she wants to examine
2 those, all of those underlying documents, stock transfers,
3 checks and everything else.

4 You have heard from the plaintiff that she
5 believes this very instrument is false.

6 THE COURT: "This very instrument" meaning the
7 family trust?

8 MR. VIE: Family trust. That it's a forgery or that
9 documents have been forged.

10 And I have offered, in response to the request
11 for production, to make the originals, which I understand the
12 trust attorney, those attorneys in the other lawsuit, to make
13 those available for inspection and copying so that she can
14 see them and satisfy herself that the underlying trust is in
15 fact a legal and appropriate trust.

16 THE COURT: Okay.

17 MR. VIE: So that was one of the --

18 THE COURT: And that the signatures have not been
19 forged or at least they're original signatures.

20 MR. VIE: Yes. In other words, one problem of
21 trying to settle the disposition of the trust today is that
22 the plaintiff disputes the accuracy of the accounting and the
23 accuracy and legitimacy of the trust.

24 THE COURT: Right.

25 MR. VIE: And so, that was one issue.

1 The second issue, respectfully, is that I
2 understood that given that the Harris County litigation
3 contested the accuracy and validity of the trust, that again
4 there was a risk of inconsistent positions if we were to
5 treat the trust as valid and fund this while they litigated
6 over in Harris County.

7 THE COURT: They don't have jurisdiction over there.
8 I do. That's what the circuit court has told me. And that's
9 the part that you said I might disagree; and you're right, I
10 do.

11 I would not sit here and wait on somebody
12 Harris County to figure out whether or not they have
13 jurisdiction over an issue, which they do, but they don't
14 have jurisdiction of the assets.

15 MR. VIE: I wasn't thinking as much of the
16 jurisdiction, Your Honor, as I was thinking of the risk of
17 inconsistent judgments. In other words --

18 THE COURT: Not if I get it resolved, there won't be
19 any inconsistent to resolve.

20 If they get it resolved, then it probably won't
21 be inconsistent because I'm obligated and then obliged to
22 follow at least theoretically the findings of any court of
23 competent jurisdiction.

24 MR. VIE: Yes, Your Honor.

25 And the third issue, which I don't think would

1 give the Court pause but is something I thought of, is the
2 fact that all the beneficiaries are not parties to this
3 litigation.

4 THE COURT: That won't bother me at all because I do
5 have authority and jurisdiction over the person who you tell
6 me has the duty and the responsibility to act.

7 MR. VIEW: So those are my --

8 THE COURT: That's it.

9 So, I want this resolved within 90 days. And
10 if I have to appoint a trustee or somebody to handle this
11 and get it done, I'll do it. It will cost the estate. And
12 if I find that there has been mischief, it is going to cost
13 individuals. And that will be a separate and distinct
14 hearing.

15 So what I am telling the parties, and I am
16 saying to you and to all those who have ears to hear, that
17 this matter is going to get resolved. It's not going to turn
18 into one of these long, drawn-out episodes like the ones we
19 see on TV that go on for years where lawyers make money and
20 people walk away broke.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Who is doing the accounting in this
23 process? Has anybody put their arms around the assets and
24 made any accounting at all?

25 MR. VIE: There is a CPA in Iowa that prepares the

1 tax returns each and every year for the estate, and we are
2 getting --

3 THE COURT: How they get in Iowa? Is that where the
4 family was from originally?

5 MR. VIE: The parents, yes, Your Honor. And the
6 farm, as you heard, is in Iowa.

7 THE COURT: Okay.

8 MR. VIEW: And so, there is a CPA who has been
9 involved throughout this period and files the trust income
10 tax returns, and he is available.

11 MS. CURTIS: I object to that.

12 THE COURT: Hold on.

13 Go ahead.

14 MR. VIE: I think I have answered the Court's
15 question.

16 THE COURT: Yes.

17 MR. VIEW: And would have the most, would have the
18 best familiarity beyond --

19 THE COURT: How much money does he generally charge
20 for his annual -- I guess he does his annual filings of
21 reports. Is this something that's pretty cursory or --

22 MR. VIEW: I'm sorry. And there is a distinction.
23 The documents that are attached as the schedule in that
24 accounting that are attached to the motion that has been
25 filed for injunctive relief, temporary schedules.

1 THE COURT: Those were prepared?

2 MR. VIE: By the defendant, by Anita in her capacity
3 as trustee.

4 THE COURT: Okay.

5 MR. VIEW: I was responding to the Court's question
6 in terms of who's the best person that could get their hands
7 around it and that type of thing.

8 The CPA in Iowa obviously has to know all of
9 the information available to the trust so that he can file
10 the tax returns. He also pays and makes sure that the
11 profits --

12 THE COURT: Then that might not be a good thing for
13 me because I don't have jurisdiction over him.

14 MR. VIE: Okay.

15 THE COURT: But what I wanted to know was whether or
16 not there was a person here locally, since I believe the
17 defendants are here locally. They don't have a local CPA who
18 is in charge of the estate.

19 MR. VIE: That's correct, Your Honor.

20 THE COURT: That would be Anita herself.

21 And then as far as the tax returns and all that
22 annually which goes on, whether you got money or not, that
23 would be done by the accountant in --

24 MR. VIE: Sioux City, Iowa.

25 THE COURT: Yeah, in Iowa.

1 And excuse me. What were you about to say?
2 You disagree with what, Ms. Curtis?

3 MS. CURTIS: I disagree with allowing Rick Rickers,
4 who is --

5 THE COURT: Is that the attorney?

6 MS. CURTIS: -- our cousin. He's the accountant in
7 Iowa.

8 THE COURT: He's your cousin?

9 MS. CURTIS: He's our cousin.

10 THE COURT: Okay.

11 MS. CURTIS: He is also apparently the manager of
12 the farm, and he began to file the tax returns --

13 THE COURT: I've already said probably enough to
14 give you some pause, to allay those concerns. But these are
15 other reasons why he should not be doing accounting. He has
16 a conflict of interest.

17 MS. CURTIS: One reason why he should not be doing
18 the accounting is because I have reason to believe that the
19 farm lease, taking it away from the buyers, who were my
20 father's very close friends, was notarized with a signature
21 that was not my father's. I have not been able to look at
22 that yet. I only have emails that purport that, but I would
23 like to get copies of those.

24 THE COURT: Let me address a couple of things.

25 First of all, when we don't have information,

1 we can imagine a lot of things that may or may not be true,
2 Okay?

3 MS. CURTIS: Yes.

4 THE COURT: That could be. I mean, all kind of
5 thoughts and ideas go through our head when they don't have
6 the information.

7 Here's what this Court cannot do. This Court
8 cannot chase after each of your concerns. You have got
9 enough money, you can hire anybody you want to do any kind of
10 investigation you want done.

11 What I intend to do based upon the mandate from
12 the circuit court is to try to address the concerns that you
13 have. And they just can't be accusations, and I don't have
14 any interest -- when I say I don't have any interest, I have
15 an interest in outcomes, but I don't have an interest in the
16 case so that I'm supposed to be doing things that would
17 accomplish something for you except upon your filed
18 documents. It's in your best interest, and I think I talked
19 to you on the phone conference --

20 MR. VIE: Yes.

21 THE COURT: -- with both of you on the phone as
22 well, that really this is not a matter that you should be
23 trying to handle yourself. You should hire an attorney to do
24 it for you, or at least part of it for you.

25 Now, I believe that it's in the Court's best

1 interest to preserve the assets of the estate and to bring to
2 a point a going-forward process that this Court appoint
3 someone to do an accounting of the assets and then make that
4 accounting to the Court.

5 Now, you don't have to agree with me, but it's
6 going to be an accounting of what the assets are. Whether
7 something has been taken or mismanaged or mishandled is not
8 going to be a part -- that's not the kind of accounting
9 that's going to go on here.

10 What is, and that is what's invested, where
11 it's invested and how it's invested is going to be the
12 Court's concern. Once that accounting is in place, the
13 question is whether or not the Court is going to be required
14 or whether or not Ms. Brunsting will go forward in her
15 capacity or not.

16 If she fails, then the Court will direct or put
17 someone else in that position to do that, to move into this
18 area or division so that the assets can be distributed or
19 whatever beneficiaries. That's where I am in this case, and
20 that's where the circuit court I believe has me. So I think
21 it's in all of our best interest to appreciate this process.

22 In light of that, the Court is of the opinion
23 that there are no expenditures that should be made unless
24 they're made upon the approval of the Court. So, in other
25 words, if Mr., up in Utah --

1 MR. VIEW: Iowa.

2 MS. CURTIS: Rickers in Iowa.

3 THE COURT: Mr. Rickers needs to pay the farmer. We
4 used to call those sharecroppers sort of. It's a kind of a
5 sharecropper thing where someone comes in farms the land and
6 you get a percentage of it. If Mr. Rickers and the
7 sharecroppers and others need to pay out bills and things,
8 they should be petitioning the Court for that. That's where
9 we are now.

10 We're at a point where I'm going to have to
11 take charge in order to make sure that what I am doing has
12 sanctity and has, well, trust going forward. What I am going
13 to do is simply to try to make sure that the parties are all
14 going to have equal standing and footing in this process. So
15 that's part of what I am going to do. I'm going to enter an
16 injunction in that regard.

17 Now, anybody who claims they want to bill the
18 estate for something, whether it's lawyers or not, I am
19 concerned about whether or not your bill should be paid by
20 the estate because of this circumstance.

21 MR. VIE: I understand.

22 THE COURT: If the parties are going to agree, if
23 the parties are going to come together and agree that your
24 fee should be paid, then we should then move to a situation
25 where we have a mediator in place or a designee in place who

1 will then make sure that if Ms. Curtis needs counsel, she can
2 get that. That equally would be paid out of the estate.

3 It would not include Curtis because I am not
4 going to be involved in the litigation of whether or not this
5 is a good trust or not. I'm going to presume that it's a
6 good trust, and I am going to go forward from there. If
7 Curtis proves otherwise, he can get that money from the
8 lawyers, and that would be certainly to his advantage or
9 benefit.

10 MS. CURTIS: Are you talking about my brother Carl?

11 THE COURT: Yes. I said Curtis. I meant Carl. I
12 apologize. You can see I'm struggling here.

13 MS. CURTIS: Too many C's.

14 MR. VIE: For the record, is it 90 days, Your Honor?

15 THE COURT: Yeah. I said we should try to wrap this
16 up in 90 days, but I believe that if I appoint -- and you can
17 suggest someone. I don't know if you know someone. Just
18 give me a couple names. If not, I will designate someone to
19 do this and enter an order to that effect.

20 It may be that because of the lack of trust
21 that it may not need to be, unless both of you are
22 designating somebody that you can agree upon, it may be
23 better for me to have some person independent of the sides
24 unless you all can agree upon the person or firm that should
25 take care of this business.

1 MR. VIE: So we will get together and try to arrive
2 at an agreed CPA that could provide the accounting the Court
3 requests.

4 THE COURT: Sure. And we have a lot of them here in
5 Houston just like we got -- I don't know anybody in
6 California, but I want somebody I have got some jurisdiction
7 over.

8 MR. VIEW: So if we're unable to do so we'll notify
9 the Court we were unable to reach an agreement?

10 THE COURT: Sure. And you need to do that by the
11 end of the week.

12 MR. VIEW: Yes, Your Honor.

13 THE COURT: You are going to be here what, today?

14 MS. CURTIS: I leave at 4:00 o'clock.

15 THE COURT: 4:00 o'clock today. Well, then you need
16 to talk fast and see if you all can agree. Maybe you should
17 talk over lunch. That way you can kind of size each other
18 up. Eating together sometimes brings out good things.

19 And so, if you will do that by the end of the
20 week, I will then prepare an order entering a temporary
21 retraining order against the expenditure of any funds.
22 Notice will be not just to you but to you in terms of Anita
23 because I think she holds the purse in this situation. If
24 there is any money to be paid to anybody up in Utah or
25 anyplace else, she would be person who would authorize it or

1 do it.

2 The accountant isn't do it, as I understand it,
3 right?

4 MR. VIE: No. He is just preparing the necessary
5 documents.

6 THE COURT: Right. So the purse strings here in
7 Houston, she can certainly prepare through you whatever
8 documents are necessary for parties to be paid.

9 MR. VIEW: Yes, Your Honor.

10 THE COURT: And then hopefully that report can get
11 done in 30 or 40 days, and then we can have a hearing. If
12 there is some dispute about summary areas of the report, we
13 can have a hearing about that. If there is a memorandum or
14 recommendation as relates to how to go forward with this
15 "asset trust," that is the distribution, we can do that.

16 If the parties can reach an accommodation as to
17 how those assets ought to be dealt with, how silent a trust
18 and they all sign off on it, we can do that. It's just a
19 matter of how you want to do it. The trust is not going to
20 control unless you want it to control at this point.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Under the circumstances, it seems to me
23 there's going to be a continuous bickering and mistrust.

24 Anything else?

25 MS. CURTIS: No, Your Honor.

1 MR. VIEW: No, Your Honor.

2 THE COURT: Let me have Ms. Anita Brunsting come
3 forward.

4 Good morning. Did you drop something on your
5 foot?

6 MS. BRUNSTING: I broke my foot.

7 THE COURT: Raise your right hand.

8 Do you solemnly swear or affirm that any
9 testimony you will give in this case will be the truth, the
10 whole truth, nothing but the truth so help you God?

11 MS. BRUNSTING: I swear.

12 THE COURT: You've heard the discussion here in the
13 courtroom, have you not?

14 MS. BRUNSTING: (Indicating in the affirmative.)

15 THE COURT: And I know that you have got counsel,
16 and you can speak with him about the implications and
17 concerns that the Court has about making sure that the assets
18 are accounted for. And you certainly can work through him on
19 any matters that you need to address to the Court. And, of
20 course, counsel understands that he is to communicate both
21 with the Court and with Ms. Curtis on any matters that he is
22 presenting to the Court.

23 Is there any question about anything I have
24 said -- I don't mean disagreement because you can certainly
25 disagree with me about anything -- but is there any question

1 that you might have about anything I've said that you need me
2 to answer, or certainly you have your attorney present.

3 MS. BRUNSTING: I need the trust account to pay.
4 I've got the forms from the CPA. Can I move forward on that?

5 THE COURT: I think you should probably file a short
6 motion and simply serve a copy of it on opposing counsel, Ms.
7 Curtis, and forward it with a short order to me, and that
8 wouldn't be a problem. This should be based upon the tax
9 forms.

10 MR. VIE: Yes, sir.

11 And in terms of notice to the Court -- I'm
12 sorry, not notice to the Court, the Court directing notice,
13 do I notify the other beneficiaries?

14 THE COURT: Absolutely.

15 MR. VIE: Okay.

16 THE COURT: Even though they're not a party, they
17 are beneficiaries and we should keep them in the loop.

18 MR. VIEW: I just wanted to bring that up.

19 THE COURT: Yeah. Should be in the loop because it
20 doesn't make sense for us to have to go back and pull them
21 forward a month.

22 MR. VIE: I will prepare appropriate submissions for
23 payments that I would like. If the Court will approve it,
24 then the trustee will make the payments.

25 THE COURT: Are these to be paid on or before April

1 15th or is there another cycle?

2 MS. BRUNSTING: No, by April 15th.

3 THE COURT: All right. So either they will get to
4 me on Thursday or whatever, and I'll sign off on them, on the
5 motion and the order, and that shouldn't be a problem.

6 You are not going to have to liquidate any
7 assets to deal with that, are you?

8 MS. BRUNSTING: No. We have a checking account with
9 enough that I can pay it.

10 THE COURT: Right.

11 MS. BRUNSTING: What about any incoming? The farm
12 is rented, so we get a check twice a year.

13 THE COURT: Your function and role is to make those
14 deposits as they come in.

15 MS. BRUNSTING: So I can continue to deposit them?

16 THE COURT: Continue depositing. All I am trying to
17 do is control the outgo. What comes in as an expense is what
18 counsel needs to see, and they have a proper and appropriate
19 motion.

20 And if these things come in -- if this is a
21 once a month kind of sit down and write out the bills kind of
22 thing, then that's the way he should probably handle it. At
23 some point just sit down and you prepare a list of things
24 that you need to have done and certainly provide the forms or
25 whatever you need.

1 MR. VIE: Yes, Your Honor.

2 MS. BRUNSTING: Okay.

3 THE COURT: All right. Thank you very much.

4 All right, counsel. That's all I have. And
5 I'll prepare an order and get it out perhaps by tomorrow
6 afternoon. There should not and in my opinion will not need
7 to be a bond posted. These are parties of equal status as it
8 relates to the assets, so no bond is going to be required.

9 I think, Ms. Curtis, you need to follow my
10 advice. At some point consider getting an attorney, someone
11 you trust to work with you, all right.

12 Okay. Thank you very much.

13 MR. VIE: Thank you, Your Honor.

14

15 (Conclusion of Proceedings)

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CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

Exhibit 16

Notice of Filing of Injunction and Report of Master

DATA-ENTRY
PICK UP THIS DATEFILED
2/6/2015 10:56:10 AM
Stan Stanart
County Clerk
Harris County

PROBATE COURT 4

CAUSE No. 412,249-402

IN RE: ESTATE OF

NELVA E. BRUNSTING,

DECEASED

§
§
§
§
§

IN THE PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER

TO THE HONORABLE PROBATE COURT:

COMES NOW, Plaintiff, Candace Louis Curtis, and files certified copies of an Injunction and Report of Master and would show the Court as follows:

1.

Plaintiff originally filed her Original Petition in the United States District Court for the Souther District of Texas, Houston Division, under Civil Action No. 4:12-CV-592. On April 19, 2013, the United States District Court entered a Memorandum and Order Preliminary Injunction in which it found that Anita Kay Brunsting and Amy Ruth Brunsting as Trustees had failed to act in accordance with the duties required by the Trust and enjoined them from disbursing any funds from any Trust accounts without prior permission of the court. *See Ex. A, Memorandum and Order Preliminary Injunction.* In that same order, the court determined to appoint an independent firm or account to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. *See Ex A, Memorandum and Order Preliminary Injunction.* Ultimately court appointed CPA William G. West filed his Report of Master dated July 31, 2013. *See Ex. B, Report of Master.*

2.

On May 15, 2014, the United States District Court entered an order transferring Civil Action 4:12-CV-00592 into Harris County Probate Court Number Four, Cause Number 412,249. *See Ex.*

02102015:0838:P0134

02112015:1339:P0002

C, Remand Order. That Order Granting Remand specifically provided that all ordered rendered by the United States District Court would carry the same force and effect the remand that they would have had if a remand had not been ordered. *See* Ex. C, Remand Order. This Court accepted the United States District Court Order of Remand June 3, 2014. *See* Order of Transfer, Court's file. As such, this Court has accepted the Injunction entered by the United States District Court.

3.

Plaintiff now files Exhibits A and B to make them part of the Court's record, having already been accepted via the May 15, 2014 and June 3, 2014 Remand and Transfer Orders.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Candace Curtis respectfully prays for such further relief to which she may show herself justly entitled.

Respectfully submitted,

ostrommorris, PLLC

BY: 

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Attorneys for Plaintiff

02102015:0938:P0135

02112015:1339:P0003

02102015:0898:P0136

02112015:1339:P0004

CERTIFICATE OF SERVICE

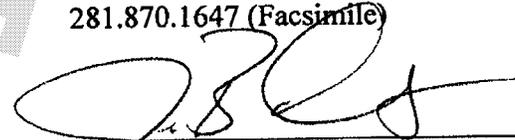
I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with Texas Rule of Civil Procedure 21a on the following on the 6th day of February, 2015:

Ms. Bobbie Bayless
2931 Ferndale
Houston, Texas 77098
713.522.2224
713.522.2218 (Facsimile)

Mr. Bradley Featherston
1155 Dairy Ashford Street, Suite 104
Houston, Texas 77079
281.759.3213
281.759.3214 (Facsimile)

Ms. Darlene Payne Smith
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Mr. Neal Spielman
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124
281.870.1647 (Facsimile)



Jason B. Ostrom/
Nicole Sain Thornton

COPY

02112015:1339:P0005

02102015:0839:P0137

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TRUE COPY-I CERTIFY
ATTEST:
DAVID J. BRADLEY, Clerk of Court
By M. Flores
Clerk

CANDACE LOUISE CURTIS,

Plaintiff,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
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§
§
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CIVIL ACTION NO. 4:12-CV-592

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

Before the Court is the *pro se* plaintiff's, Candace Louise Curtis, renewed application for an *ex parte* temporary restraining order, asset freeze, and preliminary and permanent injunction [Dkt. No. 35]. Also before the Court is the defendants', Anita Kay Brunsting and Amy Ruth Brunsting, memorandum and response to the plaintiff's renewed motion [Dkt. No. 39]. The Court has reviewed the documents presented, including the pleadings, response and exhibits, received testimony and arguments, and determines that the plaintiff's motion for a temporary injunction should be granted.

II. BACKGROUND

A. Procedural Background

The plaintiff filed her original petition on February 27, 2012, alleging that the defendants had breached their fiduciary obligations under the Brunsting Family Living Trust ("the Trust"). Additionally, the plaintiff claimed extrinsic fraud, constructive fraud, intentional infliction of emotional distress, and sought an accounting, as well as a

recovery of legal fees and damages. The Court denied the plaintiff's request for a temporary restraining order and for injunctive relief. However, concurrent with the Court's order denying the relief sought by the plaintiff, the defendants filed an emergency motion for the removal of a *lis pendens* notice that had been filed by the plaintiff on February 11, 2012, prior to filing her suit.

The defendants sought, by their motion, to have the *lis pendens* notice removed in order that they, as the Trustees of the Trust might sell the family residence and invest the sale proceeds in accordance with Trust instructions. After a telephone conference and consideration of the defendants' argument that the Court lacked jurisdiction, the Court concluded that it lacked jurisdiction, cancelled the *lis pendens* notice, and dismissed the plaintiff's case.

The plaintiff gave notice and appealed the Court's dismissal order. The United States Court of Appeals for the Fifth Circuit determined that the Court's dismissal constituted error. Therefore, the Fifth Circuit reversed the dismissal and remanded the case to this Court for further proceedings. This reversal gave rise to the plaintiff's renewed motion for injunctive relief that is now before the Court.

B. Contentions of the Parties

The plaintiff contends that she is a beneficiary of the Trust that the defendants, her sisters, serve as co-trustees. She asserts that, as co-trustees, the defendants owe a fiduciary duty to her to "provide [her] with information concerning trust administration, copies of trust documents and [a] semi-annual accounting." According to the plaintiff,

the defendants have failed to meet their obligation and have wrongfully rebuffed her efforts to obtain the information requested and that she is entitled.

The defendants deny any wrongdoing and assert that the plaintiff's request for injunctive relief should be denied. The defendants admit that a preliminary injunction may be entered by the Court to protect the plaintiff from irreparable harm and to preserve the Court's power to render a meaningful decision after a trial on the merits. *See Canal Auth. of State of Fla. V. Calloway*, 489, F.2d 567, 572 (5th Cir. 1974). Rather, the defendants argue that the plaintiff had not met her burden.

III. STANDARD OF REVIEW

The prerequisites for the granting of a preliminary injunction require a plaintiff to establish that: (a) a substantial likelihood exists that the plaintiff will prevail on the merits; (b) a substantial threat exists that the plaintiff will suffer irreparable injury if the injunction is not granted; (c) the threatened injury to the plaintiff outweighs the threatened harm that the injunction may do to the defendants; and, (d) granting the injunction will not disserve the public interest. *See Calloway*, 489 F.2d at 572-73.

IV. DISCUSSION AND ANALYSIS

The evidence and pleadings before the Court establish that Elmer Henry Brunsting and Nelva Erleen Brunsting created the Brunsting Family Living Trust on October 10, 1996. The copy of the Trust presented to the Court as Exhibit 1, however, reflects an effective date of January 12, 2005. As well, the Trust reveals a total of 14 articles, yet Articles 13 and part of Article 14 are missing from the Trust document. Nevertheless, the Court will assume, for purposes of this Memorandum and Order, that the document

Case 4:12-cv-00592 Document 45 Filed in TXSD on 04/19/13 Page 4 of 5

presented as the Trust is, in fact, part of the original Trust created by the Brunstings in 1996.

The Trust states that the Brunstings are parents of five children, all of whom are now adults: Candace Louise Curtis, Carol Ann Brunsting; Carl Henry Brunsting; Amy Ruth Tschirhart; and Anita Kay Brunsting Riley. The Trust reflects that Anita Kay Brunsting Riley was appointed as the initial Trustee and that she was so designated on February 12, 1997, when the Trust was amended. The record does not reflect that any change has since been made.

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.¹ At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment.

¹ It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

Case 4:12-cv-00592 Document 45 Filed in TXSD on 04/19/13 Page 5 of 5

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

The Court shall appoint an independent firm or accountant to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. The defendants are directed to cooperate with the accountant in this process.

It is so Ordered

SIGNED on this 19th day of April, 2013.



Kenneth M. Hoyt
United States District Judge

02112015:1339:P0010

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02112015:1339:PO011

02102015:0098:PO143

Exhibit B

UNOFFICIAL COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TRUE COPY I CERTIFY
ATTEST:
DAVID J. BRADLEY, Clerk of Court
By M. Flores
County Clerk

IN RE:

CANDACE LOUISE CURTIS
Plaintiff

VS.

ANITA KAY BRUNSTING, et al,
Defendants

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

REPORT OF MASTER

ACCOUNTING OF INCOME/RECEIPTS AND
EXPENSES/DISTRIBUTIONS OF THE BRUNSTING
FAMILY LIVING TRUST FOR THE PERIOD
DECEMBER 21, 2010 THROUGH May 31, 2013

Report of William G. West, CPA
William G. West, P.C.

Dated July 31, 2013

02112015:1339:P0012

02102015:0838:P0144

**REPORT OF ACCOUNTING OF INCOME/RECEIPTS AND
EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST**

Index

| <u>Section</u> | <u>Page</u> |
|--|-------------|
| I. Introduction..... | 1 |
| II. Time Line of Records Received | 2 |
| III. Work Performed by Accountants..... | 3 |
| IV. Summary of Accounts Reviewed | 5 |
| V. Report Exceptions and Missing Documents | 6 |
| VI. Stock Distributed/Dividend Reinvestment Account Information..... | 7 |
| VII. Comments on Certain Accounts | 9 |
| VIII. Summation | 10 |

Exhibits

1. Statement of Income/Receipts and Expenses/Distributions for the period December 21, 2010 through May 31, 2013
2. Detail of Accounts for the period December 21, 2010 through May 31, 2013
3. Stock Distribution Analysis

02102015:0838:PO145

02112015:1339:PO012

I. Introduction

On February 27, 2012, Candace Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress, alleging that the Brunsting Defendants acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments and refused to account for trust assets, or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in the process. On May 9, 2013, the Court ordered the appointment of William G. West as master to perform an accounting. Though the injunction order was signed in April, the master received substantial records through May 31, 2013, and has used that date as the ending date for the report. Therefore, the report covers the time period of December 21, 2010, through May 31, 2013, except for any periods for which information was not received as noted later in this report.

II. Time Line of Records Received

On or about April 18, 2013, the accounting firm of William G. West, P.C., C.P.A. ("West") was contacted by the court concerning the preparation of the report contained herein since the parties to the suit had not mutually agreed upon the selection of an accountant. After discussing the case with the Judge and a conflict check, West agreed to accept the appointment. West then instructed his attorney to draft and prepare an order appointing him as master to perform an accounting of the income and expenses of the trust since December 21, 2010. This order was signed on May 9, 2013. Shortly thereafter, West reviewed the court docket and read certain pleadings filed in the case. On May 22, 2013, West contacted the attorney for the defendants, Mr. George Vie ("Vie"), to schedule a meeting to discuss the records and the collection of them. On May 29, 2013, West went to Vie's office for the meeting. At the meeting West was given a box of paper records containing bank statements, brokerage statements, statements for dividend reinvestment accounts and tax returns. He was also given a CD which were said to contain pdf copies of most of these records. West was also given a listing of records being turned over and those statements missing or not yet obtained. West was told the missing records were in the process of being obtained. West also requested copies of any electronic accounting or bookkeeping files the defendants may have for the trust. Subsequently, on or about June 4, 2013, West was emailed some Quicken accounting program files which he was able to successfully download and open in order to review. On or about June 6, 2013, West received additional records from Vie. During this time West contacted the plaintiff to discuss the case with her and request copies of any records of the trust she may have in her possession. Towards the end of June, West

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 5 of 38

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contacted Vie for an update on the status of the receipt of missing records which had yet to be produced. Additional records were promised in the near future. On or about July 1st West received emails from the plaintiff containing pdf copies of various records. West found, that for the most part, he had these records already from Vie (the plaintiff had told West beforehand that most of the records she had, in fact, came from the defendants' attorney, except some her brother had given her). On July 5th Vie sent additional records to West (and pdf copies of same on CD). After review of these records received on July 5th, West sent an email to Vie inquiring as to when additional records would be received. West specifically addressed his concern that there were many bank disbursements for which he had no copies of cancelled checks or paid bill invoices to document said disbursements. On July 15, 2013, West sent another email addressing this same issue and received a letter from Vie in explanation of certain distributions. On July 24, 2013, Vie forwarded several more missing bank statements. Up until the submittal date of this report, West communicated with Vie for clarification on certain deposits or disbursements.

III. Work Performed by Accountants

Upon receipt of the first batch of records from Vie, West had his staff reconcile the paper records received with those in pdf on the CD and with the scheduled listing of records turned over and those not yet turned over. When the Quicken files were received and opened, they were download, reviewed and converted into excel spreadsheets for use by West's staff. It is West's opinion that the Quicken files kept by the defendant(s) were more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system. To some extent the Quicken files did serve as

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 6 of 38

an outline for the subsequent work done by West. West set up a client account in QuickBooks to serve as an accounting database to compile the income and expense report for the trust. Once the chart of accounts was set up, all of the cash receipt and cash disbursement activity reflected on the Quicken files and bank statements were entered into QuickBooks. Some of the disbursements from the bank accounts did not have cancelled checks associated with the bank statements. A great many disbursements did not have support to document them reflecting the recipient, what was being paid for and the like. West had to rely on descriptions he found in the Quicken records, bank statements or elsewhere in the documents given to him. West has also relied on information/explanations supplied to him in a letter by the defendants' attorney dated July 15, 2013. In summary, West was not given unrelated third party documentation for many of the disbursements run through the bank accounts. The entry of these receipts and disbursements was extremely time consuming; Approximately a thousand entries were made into the QuickBooks database in order to record them. These entries were made only after reviewing related documents provided and ascertaining how best to record the entries. Additionally, paid bills or invoices, if present for reviewing, were compared to the bank disbursements.

West was also given brokerage account statements for three Edward Jones accounts and twelve dividend reinvestment accounts for either Chevron or ExxonMobil. West's staff had to do a reconciliation of monthly or quarterly reports for each account and/or transfers between them. This activity was entered via journal entries. The entry of these stock type accounts was also extremely time consuming, approximately five hundred entries were made into the QuickBooks database in order to record them after a careful

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review and analysis of the respective account statements covering a two and a half year time frame. Numerous work papers were prepared to analyze: 1. transfers between accounts; 2. stock dividends reinvested; and, 3. stocks which were either sold or distributed.

West has used his best judgment in classifying the receipts and disbursements into account categories on the income and expense report. West requested that the defendants provide him with all the accounting information of the trust(s) and he is relying upon the belief they have complied and there are no other available records to be turned over. West has relied on the information given to him and interpreted as best he could. West reserves the right to amend the report as needed as new and additional information becomes available.

IV. Summary of Accounts Reviewed

For the purposes of this Report, the following bank and stock accounts activity for the applicable periods have been recorded for the preparation of the income and expense report contained herein:

Bank of America account # [REDACTED]-1143

Bank of America account # [REDACTED]-3523

Bank of America account # [REDACTED]-8577

Bank of America account # [REDACTED]-9546

Bank of America account # [REDACTED]-6643

Bank of America account # [REDACTED]-3536

Edward Jones account # [REDACTED] 5-1-6

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 8 of 38

Edward Jones account # [REDACTED] 6-1-9

Edward Jones account # [REDACTED] 9-1-8

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C [REDACTED] 9415

Chevron dividend reinvestment account # C [REDACTED] 9407

Chevron dividend reinvestment account # C [REDACTED] 9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C [REDACTED] 0102

ExxonMobil dividend reinvestment account # C [REDACTED] 6261

ExxonMobil dividend reinvestment account # C [REDACTED] 6287

ExxonMobil dividend reinvestment account # C [REDACTED] 7769

ExxonMobil dividend reinvestment account # C [REDACTED] 7777

ExxonMobil dividend reinvestment account # C [REDACTED] 3319

ExxonMobil dividend reinvestment account # C [REDACTED] 3301

V. Report Exceptions and Missing Documents

In our review, we noted that we did not receive copies of approximately thirteen checks. We relied upon other information provided by the defendants to reflect the payee and categorize the type of expense incurred. We were supplied with a limited number of paid bills and invoices supporting many of the disbursements and payments made. Again we relied on the various types of information provided to us to categorize the type of expense paid. We did not receive monthly statements for payments made on a Bank of America credit card. These payments are reflected in summary on the report (Exhibit 1) and also in

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8:00:58:1:51021120

the detail of accounts (Exhibit 2). The categorization of these payments can be amended should the statements and supporting documents be received.

The following account statements were not received and the activity for the periods has not been recorded in the report:

Bank of America checking accounting # [REDACTED]-9546, 12/14/2011 to 5/31/13.

Edward Jones account # [REDACTED] 5-1-6, 4/26/2013 to 5/31/2013.

Chevron dividend reinvestment account # [REDACTED] 9423 12/31/2011 to 5/31/2013

ExxonMobil dividend reinvestment account # [REDACTED] 6287 9/30/2012 to 5/31/2013

John Deere dividend reinvestment account (summary provided, but no monthly reports)

Met Life dividend reinvestment account (summary provided, but no monthly reports)

VI. Stock Distributed/Dividend Reinvestment Account Information

During the period, a number of Dividend Reinvestment Accounts (“DRP”) were maintained. The information we received included accounts with Chevron Corporation (“CVX”) shares, Exxon/Mobil Corporation (“XOM”) shares, Deere and Company (“DE”) shares and MetLife Inc (“MET”) shares. When shares were distributed to the beneficiaries or parties in interest, the transaction was accounted for on the QuickBooks database at the fair market value at the time of the distribution or transfer. The fair market value was determined from historical records of stock prices at the close of the date of the transaction.

These amounts may or may not be the actual amounts realized by the individuals receiving the stock. Please refer to Exhibit 3 in relation to this section.

At the beginning of the review period, there were 1,292.2088 shares of CVX and 4,010.20048 shares of XOM according to the records we received. According to account information provided to us 95 shares of MET were attributable to the estate and 9.5807 shares of DE were never transferred to the Nelva Brunsting Survivor's Trust.

During the review period, 675 shares of CVX were transferred as follows:

Anita Brunsting received 135 shares
Ann Brunsting UGMA received 135 shares
Jack Brunsting UGMA received 135 shares
Katie Riley UGMA received 135 shares
Luke Riley received 135 shares.

During the review period, 2,675 shares of XOM were transferred as follows:

Amy Brunsting received 1,120 shares
Carole Brunsting received 1,325 shares
Anita Brunsting received 160 shares
Candy Curtis received 160 shares.

Dividends were reinvested in stocks purchased at the fair market values at the time of the transactions as follows:

CVX shares purchased were 84.83095
XOM shares purchased were 60.51429
DE shares purchased were 0.04946

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

612 CVX shares were maintained in an account not under control of Anita Brunsting at the beginning of the review period, but were eventually transferred into the main CVX DRP account. A final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.

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Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 11 of 38

4.42786 shares of XOM were unaccounted for because reports after 9/30/2012 were unavailable from one of the DRP accounts.

95 shares of MET were attributed to the trust information, however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.

Only 0.04946 shares of DE were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.

At the end of the review period, 1,276.88344 shares of CVX, 1,300.25643 shares of XOM, 0.04946 shares of DE and 95 shares of MET were available to the trust.

VII. Comments on Certain Accounts

In the Income/Receipts section of the report there are accounts titled *Long Term Capital Gains— Funds* and *Short Term Capital Gains— Funds*. These amounts do not represent sales made by the Trust, per se, but rather sales of securities made by stock or bond funds held in the Trust accounts and then passed on to the Trust.

In the Expense/Distributions section of the report there is an account titled *Cash/Check to Family Members*. This account represents cash, checks, electronic fund transfers paid or sent to family members or payments made for the benefit of family members, as best as West could ascertain. In Exhibit 2, the detail of accounts, there is a

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 12 of 38

listing of the payments found that fit this account category. In the information provided to West, *many* of the payments are noted as *reimbursement* to family members for expenses (trustee fees, legal fees, repairs, work performed, etc.) incurred on behalf of the trust and are noted as such in the memo section of the detail of accounts. Also the July 15, 2013, letter from Vie in explanation of certain distributions is referenced here in regard to certain distributions. It is important to note this section lists distributions out of bank accounts to or for the benefit of family members. It does not list distributions of stock which are listed separately in the last section of the Statement of Income/Receipts and Expenses/Distributions and the related Section VI above and in Exhibit 3.

An account titled *Payments to Credit Cards* is included in the Expense/Distributions section of the report. This account reflects payments made on credit cards for which we could not find supporting documentation *or* ascertain how the amounts should be allocated to other Expense/Disbursement accounts. Section V above addresses Bank of America credit card payments and lack of statements and supporting documents. There were also payments to a Bluebonnet credit card account (also referenced as "Cardmember Services" in information given to us), for which we were given monthly statements and some supporting documentation. Due to the general lack of supporting documents for these payments they have been placed into this account.

VIII. Summation

In this case I have been asked to prepare an accounting to help the Court consider the issues in dispute. I have undertaken an analysis of the books and records provided to me. It

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 13 of 38

is my belief that all my requests for information from the various parties were reasonable and that I made it clear I wanted all available records. This report has been based on all records received to date. The report can be amended should additional records be received if so directed by the Court. This report has been made in good faith.

Respectfully submitted on this 31st day of July, 2013.

William G. West

William G. West

12345 Jones Rd., Suite 120
Houston, TX 77070

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EXHIBIT 1

COPY

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Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 15 of 38
Brunsting Family Living Trust**Statement of Income/Receipts & Expenses/Disbursements**

December 21, 2010 through May 31, 2013

| | |
|---------------------------------------|-------------------|
| Income/Receipts | |
| Farm/Rental Income | \$127,790.41 |
| Investment Income | |
| Dividend Income | 28,321.46 |
| Interest Income | 3,085.05 |
| Long Term Capital Gains - Funds | 1,047.31 |
| Short Term Capital Gains- Funds | 489.10 |
| Stock Sales less Broker Fees | 183,662.79 |
| Total Investment Income | 216,605.71 |
| Miscellaneous Income | 6,460.73 |
| Pension Income | 8,303.58 |
| Proceeds from Sale of Home | 433,392.05 |
| Social Security Income | 17,800.00 |
| Tax Refunds | 19,816.87 |
| Total Income/Receipts | 830,169.35 |
| Expenses/Disbursements | |
| Automobile Expense | 2,965.76 |
| Bank & Brokerage Charges | 8,540.62 |
| Checks/Cash to Family Members | 108,924.91 |
| Dues and Subscriptions | 278.47 |
| Food/Dining/Groceries | 5,958.67 |
| Funeral | 3,556.29 |
| Household | 1,237.20 |
| Insurance Expense | 4,737.88 |
| Lawn Care | 1,262.00 |
| Legal Fees | 36,312.44 |
| Medical Expenses | |
| In Home Care | 119,232.61 |
| Medical Supplies | 65.47 |
| Medical Expenses - Other | 2,568.98 |
| Total Medical Expenses | 121,867.06 |
| Miscellaneous Expenses | 6,753.72 |
| Office Supplies | 63.70 |
| Payments to Credit Cards | |
| Bank of America Credit Cards | 14,042.99 |
| Bluebonnet Credit Union Cred Cd | 11,986.96 |
| Total Payments to Credit Cards | 26,029.95 |

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02112015:1339:P0026

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 16 of 38
Brunsting Family Living Trust**Statement of Income/Receipts & Expenses/Disbursements**

December 21, 2010 through May 31, 2013

| | |
|--|---------------------|
| Personal Care | 798.14 |
| Pet Care | |
| Pet Food and Supplies | 69.68 |
| Veterinary Expenses | 1,976.24 |
| Total Pet Care | 2,045.92 |
| Postage | 78.15 |
| Professional Fees | 7,563.86 |
| Repairs and Maintenance | 783.31 |
| Supplies | 29.83 |
| Taxes | |
| Taxes - Federal | 53,416.00 |
| Taxes - Property | 9,811.99 |
| Taxes - State | 4,793.00 |
| Total Taxes | 68,020.99 |
| Telephone Expense | 4,519.17 |
| Utilities | |
| Cable TV | 776.41 |
| Electricity | 2,259.90 |
| Gas | 942.66 |
| Water | 2,537.22 |
| Total Utilities | 6,516.19 |
| Total Expenses/Disbursements | 418,844.23 |
| Net of Income/Receipts & Expenses/Disbursements | 411,325.12 |
| Less Stock Distributed to Family Members | |
| Value of Stock Transferred Out | 298,976.80 |
| Net of Income/Receipts & Expenses/Disbursements Less Value of Stock Distributed | \$112,348.32 |

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02102015:888:P0027

02112015:1339:P0028

02102015:0838:P0160

EXHIBIT 2

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-03/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---------------------------------|------------|-------------|------|--|----------|------------|------------|
| Ordinary Income/Expense | | | | | | | |
| Income | | | | | | | |
| Farm/Rental Income | | | | | | | |
| General Journal | 3/1/2011 | EJ20120458 | | Invest inc - Farm | Nelva | 15,540.40 | 15,540.40 |
| General Journal | 9/29/2011 | EJ20120476 | | Farm Inc - Invest inc | Nelva | 15,510.00 | 31,050.40 |
| General Journal | 10/5/2012 | EJ20120442 | | Farm Rent | Elmer | 26,437.50 | 57,487.90 |
| General Journal | 1/11/2013 | EJ20120437 | | Farm Rent | Elmer | 13,902.51 | 71,390.41 |
| General Journal | 3/2/2013 | EJ20120450 | | Farm Rent | Elmer | 29,962.50 | 101,352.91 |
| General Journal | 3/5/2013 | EJ20120438 | | Farm Rent | Elmer | 26,437.50 | 127,790.41 |
| Total Farm/Rental Income | | | | | | | |
| | | | | | | 127,790.41 | 127,790.41 |
| Investment Income | | | | | | | |
| Dividend Income | | | | | | | |
| General Journal | 12/21/2010 | EJ20101223 | | Dividends on Capital Income Builder Fund A | Survivor | 60.19 | 60.19 |
| General Journal | 12/22/2010 | EJ20101212 | | Dividends on Dodge & Cox Intl Stock Fund | Elmer | 368.36 | 428.55 |
| General Journal | 12/22/2010 | EJ20101212 | | Dividends on Dodge & Cox Income Fund | Elmer | 325.77 | 754.32 |
| General Journal | 12/27/2010 | EJ20101213 | | Dividend on Investment Co of America CI F1 | Elmer | 112.43 | 866.75 |
| General Journal | 12/27/2010 | EJ20101213 | | Dividend on Pioneer Fund CI Y | Elmer | 62.73 | 929.48 |
| General Journal | 12/30/2010 | EJ20101214 | | Dividend on New World Fund CI F1 | Elmer | 77.32 | 1,006.80 |
| General Journal | 12/30/2010 | EJ20101215 | | Dividend on Oppnmr Cmd Stral Tl Rtn CI Y | Elmer | 200.58 | 1,207.38 |
| General Journal | 12/31/2010 | EJ20101216 | | Dividend from Oppenheimer Intl Bond Fund Y | Elmer | 33.39 | 1,240.77 |
| General Journal | 1/3/2011 | EJ20101216 | | Dividend on Money Market | Elmer | 0.01 | 1,240.78 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in Fed Money Market Instl CI | Elmer | 0.05 | 1,240.83 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in DWS Small Cap Value Fund Instl | Elmer | 4.39 | 1,245.22 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in ING Global Real Estate Fund I | Elmer | 146.39 | 1,391.61 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in JPMorgan Core Bond Fund | Elmer | 78.78 | 1,470.40 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in JP Morgan High Yield Fd | Elmer | 35.40 | 1,505.80 |
| General Journal | 1/3/2011 | EJ20110105 | | Dividends Reinvested in T Rowe Price New Inc Fd | Elmer | 73.83 | 1,579.63 |
| General Journal | 1/28/2011 | EJ20110128 | | Dividends on Dow Chemical Co | Survivor | 24.60 | 1,604.23 |
| General Journal | 1/31/2011 | EJ20110130 | | Dividends on Stryker Corp | Survivor | 33.51 | 1,637.74 |
| General Journal | 2/1/2011 | EJ 20110201 | | Dividends on Deere & Co Stk | Survivor | 573.65 | 2,211.39 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from JPMorgan Core Bond Fund | Elmer | 75.01 | 2,286.40 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from JPMorgan High Yield Fund | Elmer | 31.82 | 2,318.22 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from Oppenheimer Intl Bond Fund | Elmer | 26.65 | 2,344.87 |
| General Journal | 2/1/2011 | EJ20110201 | | Dividends from T Rowe Price New Income Fund | Elmer | 63.83 | 2,408.70 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on JPMorgan Core Bond Fund | Elmer | 73.22 | 2,481.92 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on JPMorgan High Yield Fd | Elmer | 28.77 | 2,510.69 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 25.14 | 2,535.83 |
| General Journal | 3/1/2011 | EJ20110301 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.69 | 2,602.52 |
| General Journal | 3/7/2011 | EJ20110304 | | Dividend on Investment Co of America CI F1 | Elmer | 81.32 | 2,683.84 |
| General Journal | 3/10/2011 | EJ20110321 | | Dividends on Chevron Corp | Survivor | 66.96 | 2,750.80 |
| General Journal | 3/11/2011 | DR12110301 | | Dividends on Chevron Stock | Family | 930.39 | 3,681.19 |
| General Journal | 3/21/2011 | EJ20110322 | | Dividends on Capital Income Builder Fund A | Survivor | 40.69 | 3,721.88 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on Columbia Mid Cap Value Fd CI Z | Elmer | 5.86 | 3,727.74 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on DWS Small Cap Value Fund Instl | Elmer | 29.55 | 3,757.29 |
| General Journal | 3/25/2011 | EJ20110307 | | Dividends on Pioneer Fund CI Y | Elmer | 55.34 | 3,812.63 |
| General Journal | 3/28/2011 | EJ20110309 | | Dividends From Thornburg Invlt Value Fd | Elmer | 4.67 | 3,817.30 |
| General Journal | 3/29/2011 | EJ20110310 | | Dividends from Dodge & Cox Income Fund | Elmer | 273.50 | 4,090.90 |
| General Journal | 3/30/2011 | EJ20110311 | | Dividends on T Rowe Price Equity Fd | Elmer | 68.64 | 4,159.54 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on JPMorgan Core Bond Fund | Elmer | 75.49 | 4,235.03 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on JPMorgan High Yield Fd | Elmer | 33.22 | 4,268.25 |
| General Journal | 4/1/2011 | EJ20110401 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 28.87 | 4,295.12 |
| General Journal | 4/4/2011 | EJ20110402 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.89 | 4,361.81 |
| General Journal | 4/28/2011 | EJ20110425 | | Dividends on ING Global Real Estate Fund I | Elmer | 54.86 | 4,416.67 |
| General Journal | 4/28/2011 | EJ20110425 | | Dividends on Stryker Corp | Survivor | 33.62 | 4,450.29 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on Dow Chemical Corp | Survivor | 24.60 | 4,474.89 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on Deere & Co | Survivor | 435.05 | 4,909.94 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on JPMorgan Core Bond Fund | Elmer | 73.68 | 4,983.62 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 34.05 | 5,017.67 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 27.84 | 5,045.51 |
| General Journal | 5/2/2011 | EJ20110501 | | Dividends on T Rowe Price New Income Fund | Elmer | 72.37 | 5,117.88 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on JPMorgan Core Bond Fund | Elmer | 75.94 | 5,193.82 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on JPMorgan High Yield Fund | Elmer | 33.56 | 5,227.38 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 28.54 | 5,255.92 |
| General Journal | 6/1/2011 | EJ20110601 | | Dividends on T Rowe Price New Income Fund | Elmer | 66.95 | 5,322.87 |
| General Journal | 6/10/2011 | EJ20110622 | | Dividend Reinvestment on XOM Stk 7777 | Survivor | 461.53 | 5,784.40 |
| General Journal | 6/10/2011 | EJ20110622 | | Dividend Reinvestment on CVX Stk | Nelva | 547.75 | 6,332.15 |
| General Journal | 6/13/2011 | EJ20110602 | | Dividend Reinvestment on CVX Stk 9415 | Elmer | 481.45 | 6,813.60 |
| General Journal | 6/23/2011 | EJ20110603 | | Dividends on Investment Co of America CI F1 | Elmer | 81.34 | 6,894.94 |
| General Journal | 6/24/2011 | EJ20110605 | | Dividends on Columbia Mid Cap Value Fd CI Z | Elmer | 13.58 | 6,908.52 |
| General Journal | 6/28/2011 | EJ20110608 | | Dividends on Pioneer Fund | Elmer | 70.20 | 6,978.72 |
| General Journal | 6/29/2011 | EJ20110609 | | Dividends on Dodge & Cox Income Fund | Elmer | 264.88 | 7,243.60 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on T Rowe Price Equity Income Fd | Elmer | 83.36 | 7,326.96 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 71.88 | 7,398.84 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 30.38 | 7,429.22 |
| General Journal | 7/1/2011 | EJ20110701 | | Dividends on Oppenheimer Intl Bond Fund | Elmer | 27.12 | 7,456.34 |
| General Journal | 7/5/2011 | EJ20110702 | | Dividends on T Rowe Price New Income Fund | Elmer | 70.47 | 7,526.81 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on ING Global Real Estate Fund I | Elmer | 52.94 | 7,579.75 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on Deere & Co | Survivor | 254.20 | 7,833.95 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 69.82 | 7,903.77 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 31.82 | 7,935.59 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 27.92 | 7,963.51 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on T Rowe Price New Income Fund | Elmer | 69.49 | 8,033.00 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 73.97 | 8,106.97 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 32.63 | 8,139.60 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 25.71 | 8,165.31 |
| General Journal | 8/1/2011 | EJ20110801 | | Dividends on T Rowe Price New Income Fund | Elmer | 70.82 | 8,236.13 |
| General Journal | 9/9/2011 | EJ20110136 | | Exxon Invest Inc | Survivor | 274.01 | 8,510.14 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-----------------|------------|------------|------|--|----------|--------|-----------|
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 313.80 | 8,801.54 |
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of Chevron Stk | Neiva | 28.50 | 8,830.04 |
| General Journal | 9/9/2011 | EJ20110921 | | Dividend Reinvestment of Chevron Stk 9415 | Elmer | 465.04 | 9,295.08 |
| General Journal | 9/23/2011 | EJ20110908 | | Dividends on Investment Co of America Cl F1 | Elmer | 83.95 | 9,379.03 |
| General Journal | 9/27/2011 | EJ20110907 | | Dividend on Pioneer Fund Cl Y | Elmer | 78.19 | 9,457.22 |
| General Journal | 9/28/2011 | EJ20110909 | | Dividends on Columbia Mid Cap Value Fd Cl Z | Elmer | 14.76 | 9,471.98 |
| General Journal | 9/29/2011 | EJ20110910 | | Dividends on Dodge & Cox Income Fund | Elmer | 186.06 | 9,658.04 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on T Rowe Price Equity Income Fd | Elmer | 98.37 | 9,746.41 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 42.25 | 9,788.66 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 28.14 | 9,816.80 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 28.18 | 9,842.98 |
| General Journal | 10/3/2011 | EJ20111001 | | Dividends on Pimco Tot Ret Fd IV Inst Cl | Elmer | 2.25 | 9,845.21 |
| General Journal | 10/4/2011 | EJ20111002 | | Dividends on T Rowe Price New Income Fund | Elmer | 65.22 | 9,910.43 |
| General Journal | 10/4/2011 | EJ20111002 | | Dividends on ING Global Real Estate Fund I | Elmer | 49.75 | 9,960.18 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 27.14 | 9,987.32 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Deers & Co | Survivor | 254.20 | 10,241.52 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on JPMorgan Core Bond Fund Select | Elmer | 42.38 | 10,283.90 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on JPMorgan High Yield Fd Select | Elmer | 27.09 | 10,310.99 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Oppenheimer Intl Bond Fund Y | Elmer | 22.66 | 10,333.67 |
| General Journal | 11/1/2011 | EJ20111101 | | Dividends on Pimco Tot Ret Fd IV Inst Cl | Elmer | 10.42 | 10,344.09 |
| General Journal | 11/2/2011 | EJ20111102 | | Dividends on T Rowe Price New Income Fund | Elmer | 50.00 | 10,394.09 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 28.43 | 10,422.52 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on JP Morgan Core Bond | Elmer | 40.15 | 10,462.67 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on JP Morgan High Yield | Elmer | 28.67 | 10,492.34 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on Oppenheimer Intl Bd | Elmer | 23.27 | 10,515.61 |
| General Journal | 12/1/2011 | EJ20111212 | | Dividend on Pimco Total Return IV | Elmer | 13.84 | 10,529.45 |
| General Journal | 12/2/2011 | EJ20111213 | | Dividend on T Rowe Price New Income | Elmer | 50.92 | 10,580.37 |
| General Journal | 12/9/2011 | EJ20110152 | | Dividend on Loomis Sayles Inv Grade Bd | Elmer | 28.43 | 10,608.80 |
| General Journal | 12/9/2011 | EJ20111215 | | Exxon Div Income | Survivor | 274.01 | 10,882.81 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend on MFS Research International | Elmer | 335.71 | 11,218.52 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 315.63 | 11,534.35 |
| General Journal | 12/9/2011 | EJ20111221 | | Dividend Reinvestment of Chevron Stk | Neiva | 29.84 | 11,564.19 |
| General Journal | 12/13/2011 | EJ20111216 | | Dividend Reinvestment of Chevron Stk 9415 | Elmer | 467.02 | 12,051.21 |
| General Journal | 12/14/2011 | EJ20111217 | | Dividend on Columbia Mid Cap Value | Elmer | 26.01 | 12,077.22 |
| General Journal | 12/20/2011 | EJ20111220 | | Dividend on T Rowe Price Equity Income | Elmer | 85.96 | 12,173.18 |
| General Journal | 12/21/2011 | EJ20111221 | | Dividend on DWS Small Cap Value | Elmer | 66.58 | 12,239.76 |
| General Journal | 12/21/2011 | EJ20111221 | | Dividend on Dodge & Cox Intl Stock | Elmer | 580.68 | 12,820.44 |
| General Journal | 12/22/2011 | EJ20111222 | | Dividend on Dodge & Cox Income | Elmer | 196.04 | 13,016.48 |
| General Journal | 12/23/2011 | EJ20111223 | | Dividend on Oppenheimer Common Strat Total Ret | Elmer | 285.22 | 13,301.70 |
| General Journal | 12/23/2011 | EJ20111223 | | Dividend on Investment Co of America | Elmer | 116.36 | 13,418.06 |
| General Journal | 12/27/2011 | EJ20111224 | | Dividend on Pioneer Fund | Elmer | 95.42 | 13,513.50 |
| General Journal | 12/28/2011 | EJ20111225 | | Dividend on Thornburg Value | Elmer | 7.84 | 13,521.34 |
| General Journal | 12/28/2011 | EJ20111225 | | Dividend on Loomis Sayles Inv Grade Bd | Elmer | 67.05 | 13,588.39 |
| General Journal | 12/30/2011 | EJ20111226 | | Dividend on New World | Elmer | 73.75 | 13,662.14 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividend on Oppenheimer Intl Bd | Elmer | 118.46 | 13,780.60 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan Fed Money Mkt | Elmer | 0.03 | 13,780.63 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on ING Global Real Estate | Elmer | 39.90 | 13,820.53 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan Core Bond | Elmer | 41.21 | 13,861.74 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan High Yield | Elmer | 30.00 | 13,891.74 |
| General Journal | 1/3/2012 | EJ20120102 | | Dividends on JP Morgan Total Return IV | Elmer | 13.97 | 13,905.71 |
| General Journal | 1/10/2012 | EJ20120104 | | Dividends on T Rowe Price New Income | Elmer | 57.12 | 13,962.83 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on Pimco Total Return IV | Elmer | 2.85 | 13,965.68 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on JPMorgan Core Bond Select Cl | Elmer | 37.79 | 14,003.47 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on JPMorgan High Yield Select Cl | Elmer | 25.27 | 14,028.74 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on Oppenheimer Intl Bd | Elmer | 25.02 | 14,053.76 |
| General Journal | 2/1/2012 | EJ20120201 | | Dividends on Pimco Total Return IV Inst Cl | Elmer | 15.86 | 14,069.62 |
| General Journal | 2/2/2012 | EJ20120202 | | Dividends on T Rowe Price New Income | Elmer | 47.63 | 14,117.25 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 27.89 | 14,145.14 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on JP Morgan Core Bond Select Cl | Elmer | 36.71 | 14,181.85 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on JP Morgan High Yield Select Cl | Elmer | 27.26 | 14,209.11 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on Oppenheimer Intl Bd | Elmer | 23.99 | 14,233.10 |
| General Journal | 3/1/2012 | EJ20120301 | | Dividends on Pimco Total Return IV Inst Cl | Elmer | 17.35 | 14,250.45 |
| General Journal | 3/2/2012 | EJ20120302 | | Dividends on T Rowe Price New Income | Elmer | 49.53 | 14,299.98 |
| General Journal | 3/7/2012 | EJ20110154 | | Dividends on Loomis Sayles Inv Grade Bd Y | Elmer | 27.36 | 14,327.34 |
| General Journal | 3/7/2012 | EJ20120321 | | Exxon div Income | Survivor | 274.01 | 14,601.35 |
| General Journal | 3/9/2012 | EJ20120321 | | Dividend Reinvestment of XOM Stk 7777 | Survivor | 317.88 | 14,919.03 |
| General Journal | 3/15/2012 | EJ20120304 | | Dividend Reinvestment of CVX Stk 9415 | Survivor | 490.82 | 15,409.85 |
| General Journal | 3/23/2012 | EJ20120305 | | Dividends on Investment Co of America | Elmer | 78.17 | 15,488.02 |
| General Journal | 3/26/2012 | EJ20120306 | | Dividends on Pioneer Fund | Elmer | 77.25 | 15,565.27 |
| General Journal | 3/28/2012 | EJ20120307 | | Dividends on Columbia Mid Cap Value | Elmer | 10.25 | 15,575.52 |
| General Journal | 3/28/2012 | EJ20120307 | | Dividends on Dodge & Cox Income | Elmer | 189.13 | 15,764.65 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on T Rowe Price Equity | Elmer | 83.48 | 15,858.13 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on JP Morgan Core Bond | Elmer | 37.99 | 15,896.12 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on JP Morgan High Yield | Elmer | 28.66 | 15,924.78 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on Oppenheimer Intl Bd | Elmer | 27.30 | 15,952.08 |
| General Journal | 4/2/2012 | EJ20120401 | | Dividends on Pimco Total Return IV | Elmer | 17.89 | 15,969.97 |
| General Journal | 4/3/2012 | EJ20120402 | | Dividends on T Rowe Price New Income | Elmer | 51.76 | 16,021.73 |
| General Journal | 4/3/2012 | EJ20120402 | | Dividends on ING Global Real Estate | Elmer | 42.05 | 16,063.78 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.75 | 16,091.53 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on JP Morgan Core Bond | Elmer | 34.52 | 16,126.05 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on JP Morgan High Yield | Elmer | 23.81 | 16,149.86 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on Oppenheimer Intl Bd | Elmer | 22.93 | 16,172.79 |
| General Journal | 5/1/2012 | EJ20120501 | | Dividends on Pimco Total Return IV | Elmer | 14.59 | 16,187.38 |
| General Journal | 5/2/2012 | EJ20120502 | | Dividends on T Rowe Price New Income | Elmer | 47.45 | 16,234.83 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.39 | 16,262.22 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on JP Morgan Core Bond | Elmer | 33.89 | 16,296.21 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 57.74 | 16,353.95 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Oppenheimer Intl Bd | Elmer | 24.63 | 16,378.58 |

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-----------------|------------|------------|------|--|----------|----------|-----------|
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on Pimco Total Return IV | Elmer | 15.12 | 16,393.70 |
| General Journal | 6/1/2012 | EJ20120601 | | Dividends on T Rowe Price New Income | Elmer | 50.82 | 16,444.52 |
| General Journal | 6/4/2012 | EJ20120602 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.34 | 16,471.86 |
| General Journal | 6/11/2012 | EJ20120604 | | Dividends on Investment Co of America | Elmer | 52.65 | 16,524.51 |
| General Journal | 6/11/2012 | EJ20120621 | | Dividends Reinvested in XOM Stk 7769 | Elmer | 332.31 | 16,856.82 |
| General Journal | 6/11/2012 | EJ20120621 | | Dividends Reinvested in XOM Stk 7777 | Survivor | 387.38 | 17,244.20 |
| General Journal | 6/11/2012 | EJ20120621 | | Dividends Reinvested in CVX Stk 9415 | Elmer | 549.72 | 17,793.92 |
| General Journal | 6/11/2012 | EJ20120621 | | Dividends Reinvested in CVX Stk 9407 | Elmer | 101.37 | 17,895.29 |
| General Journal | 6/18/2012 | EJ20120605 | | Dividends on Capital World Growth & Income | Elmer | 147.46 | 18,042.75 |
| General Journal | 6/22/2012 | EJ20120606 | | Dividends on Pioneer Fund | Elmer | 53.57 | 18,096.32 |
| General Journal | 6/25/2012 | EJ20120607 | | Dividends on Columbia Mid Cap Value | Elmer | 31.55 | 18,127.87 |
| General Journal | 6/27/2012 | EJ20120609 | | Dividends on Capital World Bond | Elmer | 30.40 | 18,158.27 |
| General Journal | 6/27/2012 | EJ20120609 | | Dividends on Dodge & Cox Income | Elmer | 128.94 | 18,287.21 |
| General Journal | 6/28/2012 | EJ20120610 | | Dividends on T Rowe Price Equity Income | Elmer | 96.35 | 18,383.56 |
| General Journal | 6/29/2012 | EJ20120611 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.09 | 18,441.65 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on JP Morgan Core Bond | Elmer | 32.90 | 18,474.55 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.05 | 18,491.60 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on Pimco Total Return IV | Elmer | 14.25 | 18,505.85 |
| General Journal | 7/2/2012 | EJ20120701 | | Dividends on T Rowe Price New Income | Elmer | 46.81 | 18,552.66 |
| General Journal | 7/3/2012 | EJ20120702 | | Dividends on ING Global Real Estate | Elmer | 51.95 | 18,604.61 |
| General Journal | 7/3/2012 | EJ20120702 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 28.87 | 18,633.48 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on JPMorgan Fed Mon Mkt | Elmer | 0.04 | 18,633.52 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on JPMorgan Core Bond | Elmer | 35.33 | 18,668.85 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.45 | 18,725.30 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Oppenheimer Intl Bd | Elmer | 16.06 | 18,741.36 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on Pimco Total Return IV | Elmer | 11.10 | 18,752.46 |
| General Journal | 8/1/2012 | EJ20120801 | | Dividends on T Rowe Price New Income | Elmer | 42.96 | 18,795.42 |
| General Journal | 8/2/2012 | EJ20120802 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.14 | 18,822.56 |
| General Journal | 8/4/2012 | EJ20120801 | | Dividends on JP Morgan Core Bond | Elmer | 33.08 | 18,855.62 |
| General Journal | 8/4/2012 | EJ20120801 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.81 | 18,914.43 |
| General Journal | 8/4/2012 | EJ20120801 | | Dividends on Oppenheimer Intl Bd | Elmer | 18.18 | 18,932.61 |
| General Journal | 8/4/2012 | EJ20120801 | | Dividends on Pimco Total Return IV | Elmer | 11.75 | 18,944.36 |
| General Journal | 8/4/2012 | EJ20120801 | | Dividends on T Rowe Price New Income | Elmer | 46.82 | 18,991.18 |
| General Journal | 9/5/2012 | EJ20120802 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.89 | 19,019.07 |
| General Journal | 9/10/2012 | EJ20120821 | | Dividend Reinvestment in XOM Stk 7769 | Elmer | 334.71 | 19,353.78 |
| General Journal | 9/10/2012 | EJ20120821 | | Dividend Reinvestment in XOM Stk 7777 | Survivor | 390.17 | 19,743.95 |
| General Journal | 9/10/2012 | EJ20120821 | | Dividend Reinvestment in CVX Stk 9415 | Elmer | 654.80 | 20,298.55 |
| General Journal | 9/10/2012 | EJ20120821 | | Dividend Reinvestment in CVX Stk 9407 | Elmer | 114.44 | 20,412.99 |
| General Journal | 9/17/2012 | EJ20120804 | | Dividends on Investment Co of America | Elmer | 52.67 | 20,465.66 |
| General Journal | 9/21/2012 | EJ20120805 | | Dividends on Pioneer Fund | Elmer | 50.19 | 20,515.85 |
| General Journal | 9/24/2012 | EJ20120806 | | Dividends on Capital World Growth & Income | Elmer | 57.95 | 20,573.80 |
| General Journal | 9/28/2012 | EJ20120808 | | Dividends on Columbia Mid Cap Value | Elmer | 40.07 | 20,613.87 |
| General Journal | 9/28/2012 | EJ20120808 | | Dividends on Dodge & Cox Income | Elmer | 124.82 | 20,738.79 |
| General Journal | 9/27/2012 | EJ20120809 | | Dividends on T Rowe Price Equity Income | Elmer | 89.99 | 20,828.78 |
| General Journal | 9/28/2012 | EJ20120910 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.16 | 20,887.94 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on JP Morgan Core Bond | Elmer | 31.95 | 20,919.89 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on Oppenheimer Intl Bd | Elmer | 13.87 | 20,933.76 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on Pimco Total Return IV | Elmer | 9.14 | 20,942.90 |
| General Journal | 10/1/2012 | EJ20121001 | | Dividends on T Rowe Price New Income | Elmer | 36.25 | 20,979.15 |
| General Journal | 10/2/2012 | EJ20121002 | | Dividends on ING Global Real Estate | Elmer | 46.97 | 21,026.12 |
| General Journal | 10/2/2012 | EJ20121002 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 28.30 | 21,054.42 |
| General Journal | 10/9/2012 | EJ20121004 | | Dividends on Capital World Bond | Elmer | 23.09 | 21,077.51 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on JP Morgan Core Bond | Elmer | 30.84 | 21,106.35 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.51 | 21,165.86 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.83 | 21,183.69 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on Pimco Total Return IV | Elmer | 12.79 | 21,196.48 |
| General Journal | 11/1/2012 | EJ20121101 | | Dividends on T Rowe Price New Income | Elmer | 40.84 | 21,237.32 |
| General Journal | 11/2/2012 | EJ20121102 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.21 | 21,263.53 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on JP Morgan Core Bond | Elmer | 30.90 | 21,294.23 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 58.87 | 21,354.10 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.62 | 21,371.72 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on Pimco Total Return IV | Elmer | 13.77 | 21,385.49 |
| General Journal | 12/3/2012 | EJ20121201 | | Dividends on T Rowe Price New Income | Elmer | 42.81 | 21,428.30 |
| General Journal | 12/4/2012 | EJ20121202 | | Dividends on Loomis Sales Inv Grade Bd | Elmer | 26.84 | 21,455.14 |
| General Journal | 12/4/2012 | EJ20121202 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 60.23 | 21,515.37 |
| General Journal | 12/7/2012 | EJ20121204 | | Dividends on Blackrock Cap App | Elmer | 45.22 | 21,560.59 |
| General Journal | 12/7/2012 | EJ20121204 | | Dividends on Oppenheimer Rising Divid Fd Y | Elmer | 57.90 | 21,618.49 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment XOM Stk 6261 | Elmer | 334.71 | 21,953.20 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment XOM Stk 3301 | Nelva | 390.17 | 22,343.37 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9415 | Elmer | 4.36 | 22,347.73 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9407 | Elmer | 4.35 | 22,352.08 |
| General Journal | 12/10/2012 | EJ20121221 | | Dividend Reinvestment CVX Stk 9423 | Elmer | 1,110.22 | 23,462.30 |
| General Journal | 12/12/2012 | EJ20121206 | | Dividends on MFS Research International | Elmer | 316.70 | 23,779.00 |
| General Journal | 12/14/2012 | EJ20121208 | | Dividends on Columbia Mid Cap Value | Elmer | 33.89 | 23,812.89 |
| General Journal | 12/14/2012 | EJ20121208 | | Dividends on T Rowe Price Equity Income | Elmer | 111.31 | 23,924.20 |
| General Journal | 12/17/2012 | EJ20121209 | | Dividends on Capital World Growth & Income | Elmer | 97.20 | 24,021.40 |
| General Journal | 12/17/2012 | EJ20121209 | | Dividends on Fidelity New Insights | Elmer | 13.61 | 24,035.01 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on Dodge & Cox Intl Stock | Elmer | 303.81 | 24,338.82 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on DWS Small Cap Value | Elmer | 75.04 | 24,413.86 |
| General Journal | 12/20/2012 | EJ20121210 | | Dividends on Dodge & Cox Income | Elmer | 109.20 | 24,523.06 |
| General Journal | 12/21/2012 | EJ20121211 | | Dividends on Capital World Bond | Elmer | 31.58 | 24,554.62 |
| General Journal | 12/24/2012 | EJ20121212 | | Dividends on Investment Co of America | Elmer | 137.47 | 24,692.09 |
| General Journal | 12/24/2012 | EJ20121212 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 75.83 | 24,767.92 |
| General Journal | 12/27/2012 | EJ20121213 | | Dividends on New World | Elmer | 110.57 | 24,878.49 |
| General Journal | 12/28/2012 | EJ20121214 | | Dividends on Oppenheimer Rising Divid Fd Y | Elmer | 43.70 | 24,922.19 |
| General Journal | 12/28/2012 | EJ20121214 | | Dividends on Pimco Total Return IV | Elmer | 65.59 | 24,987.78 |
| General Journal | 12/31/2012 | EJ20121215 | | Dividends on Oppenheimer Intl Bd | Elmer | 15.74 | 25,003.52 |
| General Journal | 1/2/2013 | EJ20130101 | | Dividends on ING Global Real Estate | Elmer | 201.20 | 25,204.72 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|------------------------|------------|-------------|------|--|----------|-----------|-----------|
| General Journal | 1/2/2013 | EJ20130101 | | Dividends on JP Morgan Core Bond | Elmer | 38.97 | 25,241.89 |
| General Journal | 1/2/2013 | EJ20130101 | | Dividends on Pimco Total Return IV | Elmer | 10.56 | 25,252.25 |
| General Journal | 1/2/2013 | EJ20130101 | | Dividends on T Rowe Price New Income | Elmer | 38.09 | 25,290.34 |
| General Journal | 2/1/2013 | EJ20130201 | | Dividends on JP Morgan Core Bond | Elmer | 28.70 | 25,319.04 |
| General Journal | 2/1/2013 | EJ20130201 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 60.59 | 25,379.63 |
| General Journal | 2/1/2013 | EJ20130201 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.37 | 25,397.00 |
| General Journal | 2/1/2013 | EJ20130201 | | Dividends on Pimco Total Return IV | Elmer | 8.54 | 25,405.54 |
| General Journal | 2/1/2013 | EJ20130201 | | Dividends on T Rowe Price New Income | Elmer | 35.87 | 25,441.41 |
| General Journal | 2/4/2013 | EJ20130202 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.43 | 25,467.84 |
| General Journal | 3/1/2013 | EJ20130301 | | Dividends on JP Morgan Core Bond | Elmer | 29.95 | 25,497.79 |
| General Journal | 3/1/2013 | EJ20130301 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 60.95 | 25,558.74 |
| General Journal | 3/1/2013 | EJ20130301 | | Dividends on Oppenheimer Intl Bd | Elmer | 16.53 | 25,575.27 |
| General Journal | 3/1/2013 | EJ20130301 | | Dividends on Pimco Total Return IV | Elmer | 9.88 | 25,585.15 |
| General Journal | 3/1/2013 | EJ20130301 | | Dividends on T Rowe Price New Income | Elmer | 37.06 | 25,622.01 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on Loomis Sayles Inv Grade Bd | Elmer | 27.81 | 25,649.82 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 3319 | Elmer | 1.72 | 25,651.34 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 5261 | Elmer | 336.88 | 25,988.22 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on XOM Stk 3301 | Neiva | 392.70 | 26,380.92 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9415 | Elmer | 4.41 | 26,385.33 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9407 | Elmer | 4.39 | 26,389.72 |
| General Journal | 3/11/2013 | EJ20130321 | | Dividend Reimbursement on CVX Stk 9423 | Elmer | 1,122.04 | 27,511.76 |
| General Journal | 3/14/2013 | EJ20130304 | | Dividends on Investment Co of America | Elmer | 53.50 | 27,565.26 |
| General Journal | 3/18/2013 | EJ20130305 | | Dividends on Capital World Growth & Income | Elmer | 61.70 | 27,626.96 |
| General Journal | 3/22/2013 | EJ20130307 | | Dividends on DWS Small Cap Value | Elmer | 42.72 | 27,669.68 |
| General Journal | 3/25/2013 | EJ20130308 | | Dividends on Columbia Mid Cap Value | Elmer | 25.48 | 27,695.14 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on Capital World Bond | Elmer | 23.47 | 27,718.61 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on Dodge & Cox Income | Elmer | 111.08 | 27,829.69 |
| General Journal | 3/27/2013 | EJ20130309 | | Dividends on T Rowe Price Equity Income | Elmer | 77.55 | 27,907.24 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on JP Morgan Core Bond | Elmer | 30.02 | 27,937.26 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 61.31 | 27,998.57 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.62 | 28,016.19 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on Pimco Total Return IV | Elmer | 12.00 | 28,028.19 |
| General Journal | 4/1/2013 | EJ20130401 | | Dividends on T Rowe Price New Income | Elmer | 37.30 | 28,065.49 |
| General Journal | 4/2/2013 | EJ20130402 | | Dividends on ING Global Real Estate | Elmer | 40.72 | 28,106.21 |
| General Journal | 4/2/2013 | EJ20130402 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 27.34 | 28,133.55 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on JP Morgan Core Bond | Elmer | 30.08 | 28,163.63 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Mainstay High Yield Corp Bd | Elmer | 61.67 | 28,225.30 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Oppenheimer Intl Bd | Elmer | 17.94 | 28,243.24 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on Pimco Total Return IV | Elmer | 13.27 | 28,256.51 |
| General Journal | 5/1/2013 | EJ20130501 | | Dividends on T Rowe Price New Income | Elmer | 38.30 | 28,294.81 |
| General Journal | 5/2/2013 | EJ20130502 | | Dividends on Loomis Sayles Inv Grade Bd | Elmer | 26.65 | 28,321.46 |
| Total Dividend Income | | | | | | 28,321.46 | 28,321.46 |
| Interest Income | | | | | | | |
| General Journal | 12/27/2010 | EJ 20101202 | | Interest on VK Bid Amer Bonds | Survivor | 67.90 | 67.90 |
| General Journal | 12/27/2010 | EJ 20101202 | | Interest on Invaco Bid Amer Bds | Survivor | 23.70 | 91.60 |
| General Journal | 12/31/2010 | EJ 20101203 | | Interest for December | Survivor | 0.03 | 91.63 |
| General Journal | 1/20/2011 | EJ 20110102 | | Interest on Toyota Motor Cr Corp | Survivor | 25.00 | 116.63 |
| General Journal | 1/25/2011 | EJ 20110103 | | Interest on VK Bid Amer Bonds | Survivor | 67.80 | 184.53 |
| General Journal | 1/25/2011 | EJ 20110103 | | Interest on VK Bid Amer Bonds | Survivor | 51.00 | 235.53 |
| General Journal | 2/22/2011 | EJ 20110204 | | Interest on Toyota Motor Cr Corp | Survivor | 25.00 | 260.53 |
| General Journal | 2/22/2011 | EJ 20110204 | | Interest on Money Market Fund | Survivor | 0.01 | 260.54 |
| General Journal | 2/25/2011 | EJ 20110205 | | Interest on VK Bid Amer Bonds Incm | Survivor | 68.04 | 328.58 |
| General Journal | 2/25/2011 | EJ 20110205 | | Interest on Invaco Bid Amer Bonds Incm | Survivor | 50.90 | 379.48 |
| General Journal | 3/15/2011 | EJ 20110301 | | Interest on GMAC Smartnotes | Survivor | 317.25 | 696.73 |
| General Journal | 3/21/2011 | EJ 20110302 | | Interest on Toyota Motor Cr Corp | Survivor | 25.00 | 721.73 |
| General Journal | 3/25/2011 | EJ 20110303 | | Interest on VK Bid Amer Bonds Incm | Survivor | 67.90 | 789.63 |
| General Journal | 3/25/2011 | EJ 20110303 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 51.00 | 840.63 |
| General Journal | 4/14/2011 | EJ 20110402 | | Accrued Int - Sale of Toyota Motor Cr Corp | Survivor | 20.00 | 860.63 |
| General Journal | 4/14/2011 | EJ 20110402 | | Accrued Interest Sale of GMAC SmartNotes | Survivor | 51.11 | 911.74 |
| General Journal | 4/15/2011 | EJ20110421 | | Interest on GE Capital Corp Intermotes | Survivor | 333.13 | 1,244.87 |
| General Journal | 4/20/2011 | EJ 20110403 | | Proceeds from Sale of In Fin Auth Rev Parkview Hlth | Survivor | 387.29 | 1,632.16 |
| General Journal | 4/25/2011 | EJ 20110404 | | Interest on VK Bid Amer Bonds Incm | Survivor | 67.76 | 1,699.92 |
| General Journal | 4/25/2011 | EJ 20110404 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 50.90 | 1,750.82 |
| General Journal | 5/13/2011 | EJ20110521 | | Self GE Capital Corp Intermotes | Survivor | 51.82 | 1,802.64 |
| General Journal | 5/13/2011 | EJ20110521 | | Self GMAC Smartnotes | Survivor | 277.50 | 2,080.14 |
| General Journal | 5/23/2011 | EJ20110523 | | Interest on Money Market Funds | Survivor | 0.93 | 2,081.07 |
| General Journal | 5/25/2011 | EJ20110502 | | Interest on VK Bid Amer Bonds Incm | Survivor | 87.76 | 2,168.83 |
| General Journal | 5/25/2011 | EJ20110502 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 51.00 | 2,199.83 |
| General Journal | 6/21/2011 | EJ20110621 | | Interest on Money Market Funds | Survivor | 0.30 | 2,200.13 |
| General Journal | 6/27/2011 | EJ20110604 | | Interest on VK Bid Amer Bonds | Survivor | 67.90 | 2,268.03 |
| General Journal | 6/27/2011 | EJ20110604 | | Interest on Invaco Bid Amer Bds | Survivor | 50.90 | 2,318.93 |
| General Journal | 7/25/2011 | EJ20110701 | | Interest on VK Bid Amer Bonds | Survivor | 67.76 | 2,386.69 |
| General Journal | 7/25/2011 | EJ20110701 | | Interest on VK Bid Amer Bonds | Survivor | 51.00 | 2,437.69 |
| General Journal | 8/1/2011 | EJ20110801 | | Interest on VK Bid Amer Bonds Incm | Survivor | 67.76 | 2,505.45 |
| General Journal | 8/1/2011 | EJ20110801 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 50.90 | 2,556.35 |
| General Journal | 9/26/2011 | EJ20110901 | | Interest on VK Bid Amer Bonds Incm | Survivor | 68.04 | 2,624.39 |
| General Journal | 9/26/2011 | EJ20110901 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 50.90 | 2,675.29 |
| General Journal | 10/13/2011 | EJ20111001 | | Accrued Interest in Sale of VK Bid Amer Bonds | Survivor | 6.72 | 2,682.01 |
| General Journal | 10/25/2011 | EJ20111002 | | Interest in VK Bid Amer Bonds Incm | Survivor | 67.90 | 2,749.91 |
| General Journal | 10/25/2011 | EJ20111002 | | Interest in Invaco Bid Amer Bds Incm | Survivor | 51.10 | 2,801.01 |
| General Journal | 11/16/2011 | EJ20111103 | | Proceeds from Sale of Invaco Bid Amer Bds | Survivor | 10.20 | 2,811.21 |
| General Journal | 11/21/2011 | EJ20111105 | | Interest on Money Market Funds | Survivor | 0.05 | 2,811.26 |
| General Journal | 11/25/2011 | EJ20111106 | | Interest on Invaco Bid Amer Bds Incm | Survivor | 51.00 | 2,862.26 |
| General Journal | 10/10/2012 | EJ20120422 | | Interest income | Survivor | 0.27 | 2,862.53 |
| General Journal | 10/12/2012 | EJ20120443 | | Interest Earned | Elmer | 1.17 | 2,863.70 |
| Deposit | 10/23/2012 | | | October Interest | Survivor | 17.34 | 2,881.04 |
| General Journal | 11/7/2012 | EJ20120424 | | Interest inc | Survivor | 5.72 | 2,886.76 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|--|------------|-------------|------|--|----------|-----------|-----------|
| General Journal | 11/9/2012 | EJ20120445 | | Interest inc | | | |
| Deposit | 11/21/2012 | | | November Interest | Elmer | 1.08 | 2,887.84 |
| General Journal | 12/7/2012 | EJ20120425 | | Interest inc | Survivor | 28.47 | 2,914.31 |
| General Journal | 12/11/2012 | EJ20120448 | | Interest Earned | Survivor | 6.13 | 2,820.44 |
| Deposit | 12/20/2012 | | | December Interest | Elmer | 1.23 | 2,921.67 |
| General Journal | 1/9/2013 | EJ20120427 | | Interest inc | Survivor | 20.08 | 2,941.75 |
| General Journal | 1/11/2013 | EJ20120447 | | Interest Earned | Survivor | 8.75 | 2,948.50 |
| Deposit | 1/23/2013 | | | January Interest | Elmer | 1.19 | 2,949.69 |
| General Journal | 2/6/2013 | EJ20120428 | | Interest inc | Survivor | 23.32 | 2,973.01 |
| General Journal | 2/8/2013 | EJ20120448 | | Interest Earned | Survivor | 5.74 | 2,978.75 |
| Deposit | 2/20/2013 | | | February Interest | Elmer | 1.08 | 2,979.83 |
| General Journal | 3/8/2013 | EJ20120430 | | Interest Earned | Survivor | 19.23 | 2,999.06 |
| General Journal | 3/12/2013 | EJ20120449 | | Interest Earned | Survivor | 9.15 | 3,005.21 |
| Deposit | 3/21/2013 | | | March Interest | Elmer | 1.66 | 3,006.87 |
| General Journal | 4/8/2013 | EJ20120432 | | Interest Earned | Survivor | 19.91 | 3,026.78 |
| General Journal | 4/11/2013 | EJ20120452 | | Interest Earned | Survivor | 6.55 | 3,033.33 |
| Deposit | 4/22/2013 | | | April Interest | Elmer | 1.77 | 3,035.10 |
| General Journal | 5/8/2013 | EJ20120433 | | Interest Earned | Survivor | 21.98 | 3,057.08 |
| General Journal | 5/13/2013 | EJ20120453 | | Interest Earned | Survivor | 5.90 | 3,062.98 |
| Deposit | 5/22/2013 | | | May Interest | Elmer | 1.46 | 3,064.44 |
| | | | | | Survivor | 20.61 | 3,085.05 |
| Total Interest Income | | | | | | | |
| | | | | | | 3,085.05 | 3,085.05 |
| Long Term Capital Gains - Funds | | | | | | | |
| General Journal | 12/31/2010 | EJ20101216 | | LTCG from Oppenheimer Intl Bond Fund Y | | | |
| General Journal | 12/8/2011 | EJ20111214 | | LTCG on T Rowe Price New Income | Elmer | 75.11 | 75.11 |
| General Journal | 12/16/2011 | EJ20111218 | | LTCG on JP Morgan Core Bond | Elmer | 77.13 | 152.24 |
| General Journal | 12/18/2011 | EJ20111218 | | LTCG on JP Morgan High Yield | Elmer | 26.07 | 178.31 |
| General Journal | 12/19/2011 | EJ20111219 | | LTCG on Credit Suisse Comm Ret Strat | Elmer | 58.93 | 237.24 |
| General Journal | 12/20/2011 | EJ20111220 | | LTCG on DWS Small Cap Value | Elmer | 6.24 | 243.48 |
| General Journal | 12/28/2011 | EJ20111225 | | LTCG on Loomis Sayles Inv Grade Bd | Elmer | 42.21 | 285.69 |
| General Journal | 6/26/2012 | EJ20120608 | | LTCG on Baron Small Cap | Elmer | 47.77 | 333.46 |
| General Journal | 11/30/2012 | EJ20121104 | | LTCG on Baron Small Cap | Elmer | 2.48 | 335.94 |
| General Journal | 12/10/2012 | EJ20121205 | | LTCG on T Rowe Price New Income | Elmer | 152.76 | 488.70 |
| General Journal | 12/13/2012 | EJ20121207 | | LTCG on Pimco Total Return IV | Elmer | 85.71 | 574.41 |
| General Journal | 12/14/2012 | EJ20121208 | | LTCG on JP Morgan Core Bond | Elmer | 26.80 | 601.21 |
| General Journal | 12/20/2012 | EJ20121210 | | LTCG on DWS Small Cap Value | Elmer | 16.83 | 618.04 |
| General Journal | 12/21/2012 | EJ20121211 | | LTCG on Capital World Bond | Elmer | 76.86 | 694.90 |
| General Journal | 12/24/2012 | EJ20121212 | | LTCG on Investment Co of America | Elmer | 41.81 | 736.71 |
| General Journal | 12/24/2012 | EJ20121212 | | LTCG on Loomis Sayles Inv Grade Bd | Elmer | 176.84 | 913.55 |
| General Journal | 12/31/2012 | EJ20121215 | | LTCG on Oppenheimer Intl Bd | Elmer | 62.90 | 976.45 |
| General Journal | 3/22/2013 | EJ20130307 | | LTCG on DWS Small Cap Value | Elmer | 31.01 | 1,007.46 |
| | | | | | | 39.85 | 1,047.31 |
| Total Long Term Capital Gains - Funds | | | | | | 1,047.31 | 1,047.31 |
| Short Term Capital Gains- Funds | | | | | | | |
| General Journal | 1/24/2011 | EJ20110107 | | STCG on Fidelity New Insights Fd Inat | Elmer | 1.98 | 1.98 |
| General Journal | 2/14/2011 | EJ20110204 | | STCG on Fidelity New Insights Fd Inat | Elmer | 22.38 | 24.36 |
| General Journal | 12/8/2011 | EJ20111214 | | STCG on T Rowe Price New Income | Elmer | 38.56 | 62.92 |
| General Journal | 12/16/2011 | EJ20111218 | | STCG on JP Morgan High Yield | Elmer | 36.12 | 99.04 |
| General Journal | 12/28/2011 | EJ20111225 | | STCG on Loomis Sayles Inv Grade Bd | Elmer | 16.95 | 115.99 |
| General Journal | 12/10/2012 | EJ20121205 | | STCG on T Rowe Price New Income | Elmer | 69.57 | 184.56 |
| General Journal | 12/13/2012 | EJ20121207 | | STCG on Pimco Total Return IV | Elmer | 173.87 | 358.43 |
| General Journal | 12/14/2012 | EJ20121208 | | STCG on JP Morgan Core Bond | Elmer | 1.54 | 359.97 |
| General Journal | 12/17/2012 | EJ20121209 | | STCG on Fidelity New Insights | Elmer | 85.18 | 446.15 |
| General Journal | 12/20/2012 | EJ20121210 | | STCG on DWS Small Cap Value | Elmer | 14.89 | 461.04 |
| General Journal | 12/21/2012 | EJ20121211 | | STCG on Capital World Bond | Elmer | 22.74 | 483.78 |
| General Journal | 12/24/2012 | EJ20121212 | | STCG on Loomis Sayles Inv Grade Bd | Elmer | 5.32 | 489.10 |
| Total Short Term Capital Gains- Funds | | | | | | 489.10 | 489.10 |
| Stock Sales less Broker Fees | | | | | | | |
| General Journal | 1/4/2011 | EJ 20110101 | | Sale of Deere & Co Stock | Survivor | 10,082.45 | 10,082.45 |
| General Journal | 1/4/2011 | EJ 20110101 | | Commission on Sale of Deere & Co Stock | Survivor | -208.11 | 9,874.34 |
| General Journal | 1/4/2011 | EJ 20110101 | | Transaction Fee on Sale of Deere & Co Stock | Survivor | -4.95 | 9,869.39 |
| General Journal | 2/8/2011 | EJ 20110202 | | Sell 275 Shares Deere & Co | Survivor | 25,563.45 | 35,432.84 |
| General Journal | 2/8/2011 | EJ 20110202 | | Commission on Sale of 275 Shares Deere & Co | Survivor | -460.63 | 34,972.21 |
| General Journal | 4/14/2011 | EJ 20110402 | | Transaction Fee on Sale of 275 Shares Deere & Co | Survivor | -4.95 | 34,967.26 |
| General Journal | 4/14/2011 | EJ 20110402 | | Principal Amt Sale of Toyota Motor Cr Corp | Survivor | 5,000.00 | 39,967.26 |
| General Journal | 4/14/2011 | EJ 20110402 | | Transaction Fee - Sale of Toyota Motor Cr Corp | Survivor | -4.95 | 39,962.31 |
| General Journal | 4/14/2011 | EJ 20110402 | | Principal Amt Sale of GMAC SmartNotes | Survivor | 8,730.00 | 48,692.31 |
| General Journal | 4/20/2011 | EJ 20110403 | | Transaction Fee - Sale of GMAC SmartNotes | Survivor | -4.95 | 48,687.36 |
| General Journal | 4/20/2011 | EJ 20110403 | | Proceeds from Sale of In Fin Auth Rev Parkview Hith | Survivor | 14,824.35 | 63,511.71 |
| General Journal | 5/13/2011 | EJ20110521 | | Transaction Fee from Sale of In Fin Auth Rev Parkview Hith | Survivor | -4.95 | 63,506.76 |
| General Journal | 5/13/2011 | EJ20110521 | | Transaction Fee on Sale of GE Capital Corp Intermotes | Survivor | -4.95 | 63,501.81 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of GMAC Smartnotes | Survivor | -4.95 | 63,496.86 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale Chevron Corp | Survivor | -199.66 | 63,297.20 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale Chevron Corp | Survivor | -4.95 | 63,292.25 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Stryker Corp | Survivor | -228.32 | 63,063.93 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Stryker Corp | Survivor | -4.95 | 63,058.98 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Dow Chemical | Survivor | -146.44 | 62,912.54 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Dow Chemical | Survivor | -4.95 | 62,907.59 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Warrants (WSA) | Survivor | -50.00 | 62,857.59 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Gen Motors Warrants (WSA) | Survivor | -4.95 | 62,852.64 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Warrants (WSB) | Survivor | -50.00 | 62,802.64 |
| General Journal | 5/16/2011 | EJ20110522 | | Transaction Fee on Sale of Gen Motors Warrants (WSB) | Survivor | -4.95 | 62,797.69 |
| General Journal | 5/16/2011 | EJ20110522 | | Commission on Sale of Gen Motors Common | Survivor | -4.95 | 62,792.74 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on GE Capital Corp Intermotes | Survivor | -50.00 | 62,742.74 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on GMAC SmartNotes | Survivor | -46.87 | 62,695.87 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on GMAC SmartNotes | Survivor | -272.55 | 62,423.32 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Chevron Corp (CVX) | Survivor | 204.61 | 62,627.93 |

Brunsting Family Living Trust

Detail of Accounts

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|------------------------------------|------------|-------------|------|---|----------|------------|------------|
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Dow Chemical (DOW) | Survivor | 151.39 | 62,779.32 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Gen Motors Warrants (WSA) | Survivor | 54.95 | 62,834.27 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Gen Motors Warrants (WSB) | Survivor | 54.95 | 62,889.22 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Gen Motors Co (GM) | Survivor | 54.95 | 62,944.17 |
| General Journal | 5/27/2011 | EJ20110524 | | Adjust Value on Stryker Corp (SYK) | Survivor | 233.27 | 63,177.44 |
| General Journal | 6/10/2011 | EJ20110601 | | Sales Price on Sale of 623 Sh Deere & Company | Survivor | 51,039.90 | 114,217.34 |
| General Journal | 6/10/2011 | EJ20110601 | | Commission on Sale of 623 Sh Deere & Company | Survivor | -643.66 | 113,573.68 |
| General Journal | 6/10/2011 | EJ20110601 | | Transaction Fee on Sale of 623 Sh Deere & Company | Survivor | -4.95 | 113,568.53 |
| General Journal | 6/10/2011 | EJ20110123 | | Exxon IDC000946776 Invest Inc | Survivor | 896.76 | 114,465.29 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Warrant (WSB) | Survivor | 12.93 | 114,478.22 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Warrant (WSA) | Survivor | 17.87 | 114,496.09 |
| General Journal | 7/28/2011 | EJ20110721 | | Redeem Gen Motors Co Common | Survivor | 0.37 | 114,496.46 |
| General Journal | 10/13/2011 | EJ20111001 | | Proceeds from Sale of VK Bid Amer Bonds | Survivor | 14,492.80 | 128,989.26 |
| General Journal | 10/28/2011 | EJ20111003 | | Sale Price in Sale of Deere & Co Stock | Survivor | 30,470.12 | 159,459.38 |
| General Journal | 10/28/2011 | EJ20111003 | | Commission in Sale of Deere & Co Stock | Survivor | -468.73 | 158,990.65 |
| General Journal | 10/28/2011 | EJ20111003 | | Transaction Fee in Sale of Deere & Co Stock | Survivor | -4.95 | 158,985.70 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Warrant (WSB) | Survivor | 8.33 | 159,004.03 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Warrant (WSA) | Survivor | 11.82 | 159,015.95 |
| General Journal | 10/28/2011 | EJ20111022 | | Redeem Gen Motors Common | Survivor | 19.85 | 159,035.80 |
| General Journal | 11/15/2011 | EJ20111102 | | Sale of Deere & Co Stock | Survivor | 14,381.25 | 173,417.05 |
| General Journal | 11/15/2011 | EJ20111102 | | Commission on Sale of Deere & Co Stock | Survivor | -266.15 | 173,150.90 |
| General Journal | 11/15/2011 | EJ20111102 | | Transaction Fee on Sale of Deere & Co Stock | Survivor | -4.95 | 173,145.95 |
| General Journal | 11/18/2011 | EJ20111103 | | Proceeds from Sale of Invsco Bid Amer Bds | Survivor | 10,508.70 | 183,654.65 |
| General Journal | 1/9/2012 | EJ20120121 | | Commission on Sale of Gen Motors Common | Survivor | -2.10 | 183,652.55 |
| General Journal | 1/9/2012 | EJ20120121 | | Transaction Fee on Sale of Gen Motors Common | Survivor | -4.95 | 183,647.60 |
| General Journal | 1/27/2012 | EJ20120122 | | Adjust Value on Gen Motors Common | Survivor | 7.02 | 183,654.62 |
| General Journal | 6/15/2012 | EJ20120621 | | Redeem Motors Liq Co Guc Tr Ben Int | Survivor | 6.17 | 183,662.79 |
| Total Stock Sales less Broker Fees | | | | | | 183,662.79 | 183,662.79 |
| Total Investment Income | | | | | | 216,606.71 | 216,606.71 |
| Miscellaneous Income | | | | | | | |
| Deposit | 12/31/2010 | | | Deposit | Neiva | 70.30 | 70.30 |
| General Journal | 3/11/2011 | EJ20120460 | | Invest inc | Neiva | 390.64 | 460.94 |
| General Journal | 4/11/2011 | EJ20120463 | | Online Banking Transfer from chking Acct 2639 | Neiva | 1,500.00 | 1,960.94 |
| General Journal | 6/9/2011 | EJ20110122 | | Invest Inc | Survivor | 4.18 | 1,965.12 |
| General Journal | 8/28/2011 | EJ20120471 | | Invest inc | Neiva | 725.64 | 2,690.76 |
| General Journal | 8/18/2011 | EJ20120473 | | Invest inc | Neiva | 702.72 | 3,393.48 |
| General Journal | 9/19/2011 | EJ20120475 | | Invest inc | Neiva | 507.76 | 3,901.24 |
| General Journal | 11/9/2011 | EJ20110147 | | Invest inc | Survivor | 30.40 | 3,931.64 |
| General Journal | 1/3/2012 | EJ20120436 | | Counter credit - Invest inc | Elmer | 495.72 | 4,427.36 |
| General Journal | 3/7/2012 | EJ20110153 | | Other income | Survivor | 20.49 | 4,447.85 |
| General Journal | 3/13/2012 | EJ20120411 | | -Split- | Survivor | 237.18 | 4,685.01 |
| General Journal | 4/16/2012 | EJ20120440 | | fed - Invest inc | Elmer | 383.45 | 5,068.46 |
| General Journal | 5/17/2012 | EJ20120418 | | Invest Income | Survivor | 30.40 | 5,098.86 |
| General Journal | 6/5/2012 | EJ20120419 | | Invest inc | Survivor | 71.04 | 5,169.90 |
| General Journal | 10/15/2012 | EJ20120444 | | Invest inc | Elmer | 57.86 | 5,227.76 |
| General Journal | 10/26/2012 | EJ20120423 | | Invest inc | Survivor | 24.04 | 5,251.80 |
| General Journal | 11/22/2012 | EJ20120435 | | Invest inc | Elmer | 381.32 | 5,633.12 |
| General Journal | 12/24/2012 | EJ20120428 | | Inv inc - Chevron and MetLife | Survivor | 104.26 | 5,737.38 |
| General Journal | 3/1/2013 | EJ20120429 | | Inv inc - John Deere | Survivor | 71.61 | 5,808.99 |
| General Journal | 3/13/2013 | EJ20120439 | | Other inc | Elmer | 495.72 | 6,304.71 |
| General Journal | 4/5/2013 | EJ20120431 | | Deposit -Split- | Survivor | 54.22 | 6,358.93 |
| General Journal | 4/5/2013 | EJ20120451 | | Hull Co-op Invest inc | Elmer | 101.80 | 6,460.73 |
| Total Miscellaneous Income | | | | | | 6,460.73 | 6,460.73 |
| Pension Income | | | | | | | |
| Deposit | 12/31/2010 | | | Pension ID [REDACTED]9128 | Neiva | 594.41 | 594.41 |
| Deposit | 12/31/2010 | | | Minnesota Life Annuity | Neiva | 91.78 | 686.19 |
| General Journal | 1/31/2011 | BOA20110105 | | Net Pension Receipt | Survivor | 600.71 | 1,286.90 |
| General Journal | 2/2/2011 | BOA20110106 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 1,378.68 |
| General Journal | 2/28/2011 | BOA20110111 | | Benefits DES: Pension ID: [REDACTED]0518 | Survivor | 600.71 | 1,979.39 |
| General Journal | 3/1/2011 | BOA20110112 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,071.17 |
| General Journal | 3/31/2011 | BOA20110114 | | Benefits DES:Pension ID: [REDACTED]0208 | Survivor | 600.71 | 2,671.88 |
| General Journal | 4/1/2011 | BOA20110115 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,763.66 |
| General Journal | 4/29/2011 | EJ20110110 | | Benefits DES:Pension ID: [REDACTED]0518 | Survivor | 600.71 | 3,364.37 |
| General Journal | 4/29/2011 | EJ20110111 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 3,456.15 |
| General Journal | 5/31/2011 | EJ20110118 | | Benefits DES:Pension ID: [REDACTED]0508 | Survivor | 600.71 | 4,056.86 |
| General Journal | 6/1/2011 | EJ20110119 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 4,148.64 |
| General Journal | 6/30/2011 | EJ20110124 | | Benefits DES:Pension ID: [REDACTED]0218 | Survivor | 600.71 | 4,749.35 |
| General Journal | 7/1/2011 | EJ20110125 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 4,841.13 |
| General Journal | 7/29/2011 | EJ20110128 | | Benefits DES:Pension ID: [REDACTED]0528 | Survivor | 600.71 | 5,441.84 |
| General Journal | 8/1/2011 | EJ20110129 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 5,533.62 |
| General Journal | 8/31/2011 | EJ20110134 | | Benefits DES:Pension ID: [REDACTED]0168 | Survivor | 600.71 | 6,134.33 |
| General Journal | 9/1/2011 | EJ20110135 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 6,226.11 |
| General Journal | 9/30/2011 | EJ20110141 | | Minnesota Life DES: Annuity ID:0 | Survivor | 91.78 | 6,317.89 |
| General Journal | 9/30/2011 | EJ20110142 | | Benefits DES:Pension ID: [REDACTED]2468 | Survivor | 600.71 | 6,918.60 |
| General Journal | 10/31/2011 | EJ20110144 | | Benefits DES:Pension ID: [REDACTED]3478 | Survivor | 600.71 | 7,519.31 |
| General Journal | 11/1/2011 | EJ20110145 | | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 7,611.09 |
| General Journal | 11/1/2011 | EJ20110157 | | Minnesota Life Des:Annuity ID:0 | Survivor | 91.78 | 7,702.87 |
| General Journal | 11/30/2011 | EJ20110149 | | Benefits DES:Pension ID: [REDACTED]3368 | Survivor | 600.71 | 8,303.58 |
| Total Pension Income | | | | | | 6,303.58 | 6,303.58 |
| Proceeds from Sale of Home | | | | | | | |
| General Journal | 3/12/2012 | EJ20120408 | | Option fee for house - Other inc | Survivor | 100.00 | 100.00 |
| General Journal | 3/14/2012 | EJ20120413 | | Sale of house - Other income | Survivor | 433,129.32 | 433,229.32 |
| General Journal | 3/23/2012 | EJ20120414 | | Sale of house -Split- | Survivor | 162.73 | 433,392.05 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|-----------|-------------|-------------------|---------------------|----------|-------------------|-------------------|
| Total Proceeds from Sale of Home | | | | | | 433,392.05 | 433,392.05 |
| Social Security Income | | | | | | | |
| General Journal | 2/3/2011 | EJ20120457 | | Soc Security ID:2 | Nelva | 1,780.00 | 1,780.00 |
| General Journal | 3/3/2011 | EJ20120459 | | Social Security | Nelva | 1,780.00 | 3,560.00 |
| General Journal | 4/1/2011 | EJ20120462 | | Social Security | Nelva | 1,780.00 | 5,340.00 |
| General Journal | 5/2/2011 | EJ20120464 | | Social Security | Nelva | 1,780.00 | 7,120.00 |
| General Journal | 6/3/2011 | EJ20120465 | | Social Security | Nelva | 1,780.00 | 8,900.00 |
| General Journal | 7/1/2011 | EJ20120489 | | Social Security | Nelva | 1,780.00 | 10,680.00 |
| General Journal | 8/3/2011 | EJ20120472 | | Social Security | Nelva | 1,780.00 | 12,460.00 |
| General Journal | 9/2/2011 | EJ20120474 | | Social Security | Nelva | 1,780.00 | 14,240.00 |
| General Journal | 10/3/2011 | EJ20120477 | | Social Security | Nelva | 1,780.00 | 16,020.00 |
| General Journal | 11/3/2011 | EJ20120478 | | Social Security | Nelva | 1,780.00 | 17,800.00 |
| Total Social Security Income | | | | | | 17,800.00 | 17,800.00 |
| Tax Refunds | | | | | | | |
| General Journal | 1/3/2011 | BOA20110101 | | US Treasury 310 DES | Survivor | 1,780.00 | 1,780.00 |
| General Journal | 1/11/2012 | EJ20110159 | | Tax Refund | Survivor | 6,215.87 | 7,995.87 |
| General Journal | 4/16/2012 | EJ20120441 | | Federal tax refund | Elder | 8,913.00 | 14,908.87 |
| General Journal | 4/25/2012 | EJ20120416 | | Federal Tax Refund | Survivor | 4,908.00 | 19,816.87 |
| Total Tax Refunds | | | | | | 19,816.87 | 19,816.87 |
| Total Income | | | | | | 830,169.35 | 830,169.35 |
| Expense | | | | | | | |
| Automobile Expense | | | | | | | |
| Check | 1/18/2011 | EFT | Exxon Mobil | Auto:Fuel | Nelva | 20.93 | 20.93 |
| Check | 1/27/2011 | EFT | Chevron | Fuel | Nelva | 20.86 | 41.79 |
| Check | 1/31/2011 | EFT | Chevron | Fuel | Nelva | 21.07 | 62.86 |
| Check | 2/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 20.06 | 82.92 |
| Check | 2/8/2011 | EFT | Nnt Hare Repai | Auto Service | Nelva | 574.85 | 657.57 |
| Check | 2/10/2011 | EFT | Exxon Mobil | Fuel | Nelva | 10.67 | 668.24 |
| Check | 2/14/2011 | EFT | Chevron | Fuel | Nelva | 20.10 | 688.34 |
| Check | 2/23/2011 | EFT | Exxon Mobil | Fuel | Nelva | 20.36 | 708.70 |
| Check | 3/2/2011 | EFT | Exxon Mobil | Fuel | Nelva | 21.89 | 730.39 |
| Check | 3/7/2011 | EFT | Chevron | Fuel | Nelva | 22.98 | 753.37 |
| Check | 3/14/2011 | EFT | Chevron | Fuel | Nelva | 22.20 | 775.57 |
| Check | 3/14/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.20 | 797.77 |
| Check | 3/21/2011 | EFT | Chevron | Fuel | Nelva | 21.50 | 819.27 |
| Check | 3/21/2011 | EFT | Chevron | Fuel | Nelva | 24.55 | 843.82 |
| Check | 3/23/2011 | EFT | Chevron | Fuel | Nelva | 24.66 | 868.48 |
| Check | 3/28/2011 | EFT | Chevron | Fuel | Nelva | 21.76 | 890.24 |
| Check | 3/29/2011 | EFT | Chevron | Fuel | Nelva | 22.76 | 913.00 |
| Check | 4/1/2011 | EFT | Chevron | Fuel | Nelva | 24.65 | 937.65 |
| Check | 4/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 54.60 | 992.25 |
| Check | 4/14/2011 | EFT | Chevron | Fuel | Nelva | 21.02 | 1,013.27 |
| Check | 4/18/2011 | EFT | Chevron | Fuel | Nelva | 23.88 | 1,037.15 |
| Check | 4/18/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.51 | 1,059.66 |
| Check | 4/25/2011 | EFT | Fastop | Fuel | Nelva | 2.90 | 1,062.56 |
| Check | 4/25/2011 | EFT | Fastop | Fuel | Nelva | 50.84 | 1,113.40 |
| Check | 4/25/2011 | EFT | Exxon Mobil | Fuel | Nelva | 59.02 | 1,172.42 |
| Check | 4/25/2011 | EFT | Chevron | Fuel | Nelva | 14.05 | 1,186.47 |
| Check | 5/3/2011 | EFT | Exxon Mobil | Fuel | Nelva | 28.78 | 1,215.25 |
| Check | 5/6/2011 | EFT | Exxon Mobil | Fuel | Nelva | 23.63 | 1,238.88 |
| Check | 5/9/2011 | EFT | Exxon Mobil | Fuel | Nelva | 27.80 | 1,266.68 |
| Check | 5/9/2011 | EFT | Chevron | Fuel | Nelva | 26.76 | 1,293.44 |
| Check | 5/16/2011 | EFT | Chevron | Fuel | Nelva | 29.32 | 1,324.76 |
| Check | 5/19/2011 | EFT | Exxon Mobil | Fuel | Nelva | 24.64 | 1,349.40 |
| Check | 5/20/2011 | EFT | Chevron | Fuel | Nelva | 23.73 | 1,373.13 |
| Check | 5/23/2011 | EFT | Chevron | Fuel | Nelva | 24.40 | 1,397.53 |
| Check | 5/23/2011 | EFT | Chevron | Fuel | Nelva | 2.90 | 1,400.43 |
| Check | 5/24/2011 | EFT | Chevron | Fuel | Nelva | 23.33 | 1,423.76 |
| Check | 5/25/2011 | EFT | TX Med Ctr Garage | Parking | Nelva | 6.00 | 1,429.76 |
| Check | 5/26/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 6.00 | 1,435.76 |
| Check | 5/27/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 5.00 | 1,440.76 |
| Check | 5/31/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 6.00 | 1,446.76 |
| Check | 5/31/2011 | EFT | Chevron | Fuel | Nelva | 24.48 | 1,471.24 |
| Check | 5/31/2011 | EFT | TX Med Ctr Garage | parking | Nelva | 2.00 | 1,473.24 |
| Check | 6/3/2011 | EFT | Chevron | Fuel | Nelva | 24.00 | 1,497.24 |
| Check | 6/6/2011 | EFT | Exxon Mobil | Fuel | Nelva | 43.12 | 1,540.36 |
| Check | 6/7/2011 | EFT | Chevron | Fuel | Nelva | 22.92 | 1,563.28 |
| Check | 6/8/2011 | EFT | Exxon Mobil | Fuel | Nelva | 22.08 | 1,585.36 |
| Check | 6/13/2011 | EFT | Exxon Mobil | Fuel | Nelva | 23.84 | 1,609.20 |
| Check | 6/14/2011 | EFT | Exxon Mobil | Fuel | Nelva | 29.37 | 1,638.57 |
| Check | 6/15/2011 | EFT | Chevron | Fuel | Nelva | 26.47 | 1,665.04 |
| Check | 6/20/2011 | EFT | Exxon Mobil | Fuel | Nelva | 25.60 | 1,690.64 |
| Check | 6/21/2011 | EFT | Chevron | Fuel | Nelva | 26.58 | 1,717.22 |
| Check | 6/27/2011 | EFT | Chevron | Fuel | Nelva | 25.13 | 1,742.35 |
| Check | 6/28/2011 | EFT | Chevron | Fuel | Nelva | 22.70 | 1,765.05 |
| Check | 7/1/2011 | EFT | Chevron | Fuel | Nelva | 26.25 | 1,791.30 |
| Check | 7/5/2011 | EFT | Shell | Fuel | Nelva | 23.05 | 1,814.35 |
| Check | 7/5/2011 | EFT | Chevron | Fuel | Nelva | 26.86 | 1,841.21 |
| Check | 7/8/2011 | EFT | Chevron | Fuel | Nelva | 25.68 | 1,866.89 |
| Check | 7/11/2011 | EFT | Chevron | Fuel | Nelva | 21.07 | 1,887.96 |
| Check | 7/13/2011 | EFT | Chevron | Fuel | Nelva | 23.37 | 1,911.33 |
| Check | 7/18/2011 | EFT | Exxon Mobil | Fuel | Nelva | 25.35 | 1,936.68 |
| Check | 7/19/2011 | EFT | Chevron | Fuel | Nelva | 30.18 | 1,966.86 |
| Check | 7/20/2011 | EFT | Chevron | Fuel | Nelva | 24.10 | 1,990.96 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-------------------------------------|------------|-------------|-----------------|---|----------|-----------------|-----------------|
| Check | 7/25/2011 | EFT | Chevron | Fuel | Neiva | 26.07 | 2,017.03 |
| Check | 7/27/2011 | EFT | Chevron | Fuel | Neiva | 24.45 | 2,041.48 |
| Check | 8/1/2011 | EFT | Exxon Mobil | Fuel | Neiva | 25.88 | 2,067.16 |
| Check | 8/1/2011 | EFT | Chevron | Fuel | Neiva | 21.07 | 2,088.23 |
| Check | 8/2/2011 | EFT | Chevron | Fuel | Neiva | 20.62 | 2,108.85 |
| Check | 8/8/2011 | EFT | Chevron | Fuel | Neiva | 25.37 | 2,134.22 |
| Check | 8/8/2011 | EFT | Chevron | Fuel | Neiva | 26.27 | 2,160.49 |
| Check | 8/10/2011 | EFT | Exxon Mobil | Fuel | Neiva | 25.53 | 2,186.02 |
| Check | 8/15/2011 | EFT | Chevron | Fuel | Neiva | 25.41 | 2,211.43 |
| Check | 8/17/2011 | EFT | Chevron | Fuel | Neiva | 26.21 | 2,237.64 |
| Check | 8/22/2011 | EFT | Chevron | Fuel | Neiva | 25.52 | 2,263.16 |
| Check | 8/23/2011 | EFT | Chevron | Fuel | Neiva | 22.25 | 2,285.41 |
| Check | 8/25/2011 | EFT | Chevron | Fuel | Neiva | 15.14 | 2,300.55 |
| Check | 8/29/2011 | EFT | Chevron | Fuel | Neiva | 20.14 | 2,320.69 |
| Check | 8/31/2011 | EFT | Chevron | Fuel | Neiva | 20.16 | 2,340.85 |
| Check | 9/8/2011 | EFT | Chevron | Fuel | Neiva | 21.50 | 2,362.35 |
| Check | 9/8/2011 | EFT | Chevron | Fuel | Neiva | 18.07 | 2,378.42 |
| Check | 9/8/2011 | EFT | Chevron | Fuel | Neiva | 14.34 | 2,382.76 |
| Check | 9/7/2011 | EFT | Chevron | Fuel | Neiva | 21.15 | 2,413.91 |
| Check | 9/13/2011 | EFT | Exxon Mobil | Fuel | Neiva | 23.96 | 2,437.87 |
| Check | 9/15/2011 | EFT | Chevron | Fuel | Neiva | 20.57 | 2,458.44 |
| Check | 9/19/2011 | EFT | Chevron | Fuel | Neiva | 20.23 | 2,478.67 |
| Check | 9/22/2011 | EFT | Chevron | Fuel | Neiva | 23.31 | 2,501.98 |
| Check | 9/27/2011 | EFT | Chevron | Fuel | Neiva | 25.07 | 2,527.05 |
| Check | 9/30/2011 | EFT | Chevron | Fuel | Neiva | 23.30 | 2,550.35 |
| Check | 10/3/2011 | EFT | Chevron | Fuel | Neiva | 25.22 | 2,575.57 |
| Check | 10/5/2011 | EFT | Exxon Mobil | Fuel | Neiva | 20.11 | 2,595.68 |
| Check | 10/9/2011 | EFT | Chevron | Fuel | Neiva | 20.52 | 2,616.20 |
| Check | 10/11/2011 | EFT | Chevron | Fuel | Neiva | 21.07 | 2,637.27 |
| Check | 10/12/2011 | EFT | Chevron | Fuel | Neiva | 22.02 | 2,659.29 |
| Check | 10/14/2011 | EFT | Exxon Mobil | Fuel | Neiva | 2.14 | 2,664.43 |
| Check | 10/17/2011 | EFT | Chevron | Fuel | Neiva | 24.70 | 2,688.13 |
| Check | 10/17/2011 | EFT | Chevron | Fuel | Neiva | 21.07 | 2,707.20 |
| Check | 10/19/2011 | ETVFT | Chevron | Fuel | Neiva | 20.92 | 2,728.12 |
| Check | 10/26/2011 | eft | Exxon Mobil | FUEL | Neiva | 21.78 | 2,749.90 |
| Check | 10/27/2011 | EFT | Chevron | Fuel | Neiva | 20.25 | 2,770.15 |
| Check | 10/31/2011 | EFT | Chevron | Fuel | Neiva | 20.89 | 2,791.14 |
| Check | 10/31/2011 | EFT | Chevron | Fuel | Neiva | 22.72 | 2,813.86 |
| Check | 11/2/2011 | EFT | Chevron | Fuel | Neiva | 21.06 | 2,834.92 |
| Check | 11/4/2011 | EFT | Chevron | Fuel | Neiva | 20.90 | 2,855.82 |
| Check | 11/7/2011 | EFT | Chevron | Fuel | Neiva | 19.91 | 2,875.73 |
| Check | 11/8/2011 | EFT | Chevron | Fuel | Neiva | 22.79 | 2,898.52 |
| Check | 11/14/2011 | eft | Chevron | Fuel | Neiva | 20.41 | 2,918.93 |
| Check | 11/14/2011 | eft | Chevron | FUEL | Neiva | 25.78 | 2,944.69 |
| Check | 11/14/2011 | eft | Chevron | Fuel | Neiva | 21.07 | 2,965.76 |
| Total Automobile Expense | | | | | | 2,965.76 | 2,965.76 |
| Bank & Brokerage Charges | | | | | | | |
| Check | 12/23/2010 | EFT | Bank of America | External Transfer Fee | Neiva | 3.00 | 3.00 |
| General Journal | 12/28/2010 | EJ201101214 | Bank of America | Offset Admin Fee | Elmer | -13.88 | -10.88 |
| Check | 12/30/2010 | EFT | Bank of America | Check Order | Neiva | 27.00 | 16.12 |
| General Journal | 1/6/2011 | EJ201110106 | Bank of America | Advisory Solutions Program Fee | Elmer | 305.91 | 322.03 |
| Check | 1/13/2011 | EFT | Bank of America | Check Order | Neiva | 26.00 | 348.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF Returned Item Fee For Activity | Neiva | 35.00 | 383.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF Overdraft Item Fee For Activity | Neiva | 35.00 | 418.03 |
| Check | 1/19/2011 | EFT | Bank of America | NSF: Returned Item Fee for Activity | Neiva | 35.00 | 453.03 |
| Check | 1/20/2011 | EFT | Bank of America | External Transfer Fee | Survivor | 3.00 | 456.03 |
| General Journal | 1/27/2011 | EJ201101108 | Bank of America | Offset of Admin Fee | Elmer | -12.41 | 443.62 |
| General Journal | 1/27/2011 | EJ20120456 | Bank of America | Fee Refund Nbkhu20 - Reimbursement | Neiva | -105.00 | 338.62 |
| General Journal | 2/4/2011 | EJ20110203 | Bank of America | Redeem JPM Fed Money Market Instl CI | Elmer | 297.60 | 636.22 |
| General Journal | 2/23/2011 | EJ20110205 | Bank of America | Fee Offset Less Admin Fee | Elmer | -11.67 | 624.55 |
| General Journal | 3/4/2011 | EJ20110303 | Bank of America | Redeem JPM Fed Money Market Instl | Elmer | 273.03 | 897.58 |
| General Journal | 3/11/2011 | DR12110301 | Bank of America | Svc Fee on Reinvestment of Dividends on Chevron Stock | Family | 3.00 | 900.58 |
| General Journal | 3/23/2011 | EJ20110306 | Bank of America | Fee Offset Less Admin Fee | Elmer | -13.01 | 887.57 |
| General Journal | 4/5/2011 | EJ20110403 | Bank of America | Redeem JPM Fed Money Market Instl CI | Elmer | 300.68 | 1,188.25 |
| General Journal | 4/21/2011 | EJ20110404 | Bank of America | Fee Offset Less Admin Fee | Elmer | -11.70 | 1,176.55 |
| General Journal | 5/5/2011 | EJ20110502 | Bank of America | Redeem JPM Fed Money Market Instl | Elmer | 295.92 | 1,472.47 |
| General Journal | 5/17/2011 | EJ20110503 | Bank of America | Fee Offset Less Admin Fee | Elmer | -12.12 | 1,460.35 |
| General Journal | 6/1/2011 | EJ20110602 | Bank of America | Minimum Balance Fee | Survivor | 3.00 | 1,463.35 |
| General Journal | 6/1/2011 | EJ20110601 | Bank of America | Redeem JPM Fed Money Market Instl CI | Elmer | 305.34 | 1,768.69 |
| Check | 6/14/2011 | EFT | Bank of America | External Transfer Fee - 3 Day bank charge | Survivor | 3.00 | 1,771.69 |
| General Journal | 6/22/2011 | EJ20110604 | Bank of America | Fee Offset Less Admin Fee | Elmer | -11.59 | 1,760.10 |
| Check | 6/23/2011 | EFT | Bank of America | Check order fee | Neiva | 23.00 | 1,783.10 |
| General Journal | 7/8/2011 | EJ20110703 | Bank of America | Redeemed JPM Fed Money Market Instl CI | Elmer | 288.60 | 2,071.70 |
| Check | 7/20/2011 | EFT | Bank of America | Safebox Fee | Survivor | 8.00 | 2,079.70 |
| General Journal | 7/26/2011 | EJ20110704 | Bank of America | Fee Offset Less Admin Fee | Elmer | -12.20 | 2,067.50 |
| Check | 7/27/2011 | EFT | Bank of America | External transfer fee - 3 Day | Survivor | 3.00 | 2,070.50 |
| General Journal | 8/4/2011 | EJ20110802 | Bank of America | Redeemed JPM Fed Money Market Instl CI | Elmer | 302.09 | 2,372.59 |
| General Journal | 8/25/2011 | EJ20110803 | Bank of America | Fee Offset Less Admin Fee | Elmer | -11.67 | 2,360.92 |
| General Journal | 9/7/2011 | EJ20110902 | Bank of America | Redeemed JPM Fed Money Market Instl C | Elmer | 279.82 | 2,640.54 |
| General Journal | 9/22/2011 | EJ20110906 | Bank of America | Fee Offset Less Admin Fee | Elmer | -13.30 | 2,627.24 |
| General Journal | 10/6/2011 | EJ20111003 | Bank of America | Redeemed JPM Fed Money Market Instl CI | Elmer | 280.78 | 2,888.02 |
| General Journal | 10/25/2011 | EJ20111005 | Bank of America | Fee Offset Less Admin Fee | Elmer | -14.31 | 2,873.71 |
| General Journal | 11/1/2011 | EJ20110145 | Bank of America | Minnesota Life DES:Annuity ID:0 | Survivor | 91.78 | 2,965.49 |
| Check | 11/3/2011 | EFT | Bank of America | check order | Neiva | 23.00 | 2,988.49 |
| General Journal | 11/4/2011 | EJ20111103 | Bank of America | Redeemed JPM Fed Money Market Instl CI | Elmer | 264.30 | 3,252.79 |
| Check | 11/7/2011 | EFT | Bank of America | Wire transfer fee | Survivor | 25.00 | 3,277.79 |
| Check | 11/7/2011 | EFT | Bank of America | Wire transfer fee | Survivor | 25.00 | 3,302.79 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---|------------|------------|-------------------------|--|----------|-----------------|-----------------|
| Check | 11/8/2011 | eft | Bank of America | External transfer fee - 3 Day | Survivor | 3.00 | 3,305.79 |
| Check | 11/9/2011 | EFT | Bank of America | TX Tr payment to Sob 2575 banking | Survivor | 25.00 | 3,330.79 |
| General Journal | 11/10/2011 | EJ20110148 | | Safe Deposit Box Rent Refund Fde | Survivor | -82.00 | 3,248.79 |
| Check | 11/14/2011 | EFT | Bank of America | Safe box fee | Survivor | 135.00 | 3,383.79 |
| General Journal | 11/18/2011 | EJ20111104 | | Estate Service Fee | Survivor | 100.00 | 3,483.79 |
| General Journal | 11/21/2011 | EJ20111105 | | Wire Transfer Fee | Survivor | 25.00 | 3,508.79 |
| Check | 11/21/2011 | EFT | Bank of America | wire transfer fee | Survivor | 12.00 | 3,520.79 |
| General Journal | 11/22/2011 | EJ20111104 | | Fee Offset Less Admin Fee | Elmer | -13.47 | 3,507.32 |
| Check | 12/1/2011 | Debit | Bank of America-Brun... | Check order | Survivor | 28.00 | 3,535.32 |
| General Journal | 12/9/2011 | EJ20111211 | | Estate Valuation Fee | Survivor | 50.00 | 3,585.32 |
| General Journal | 12/23/2011 | EJ20111223 | | Fee Offset Less Admin Fee | Elmer | -13.85 | 3,569.47 |
| General Journal | 12/31/2011 | EJ20111204 | | Redeem JPMorgan Fed Mony Market Inst Cl | Elmer | 256.62 | 3,826.09 |
| General Journal | 1/6/2012 | EJ20120103 | | Redeemed JP Morgan Fed Mon Mkt | Elmer | 284.78 | 4,090.87 |
| Check | 1/11/2012 | EFT | Bank of America | | Elmer | 14.00 | 4,104.87 |
| General Journal | 1/19/2012 | EJ20120105 | | Fee Offset Less Admin Fee | Elmer | -13.09 | 4,091.78 |
| General Journal | 2/3/2012 | EJ20120203 | | Redeemed JP Morgan Fed Mon Mkt Inst Cl | Elmer | 289.92 | 4,381.70 |
| General Journal | 2/24/2012 | EJ20120204 | | Fee Offset Less Admin Fee | Elmer | -12.21 | 4,349.48 |
| General Journal | 2/28/2012 | EJ20120221 | | Annual Service Fee | Survivor | 40.00 | 4,389.48 |
| Check | 3/5/2012 | TXFR | Bank of America | External transfer fee - 3 day | Survivor | 3.00 | 4,382.49 |
| General Journal | 3/8/2012 | EJ20120303 | | Redeem JP Morgan Fed Mon Mkt Inst Cl | Elmer | 280.41 | 4,652.90 |
| Check | 3/15/2012 | EFT | Bank of America | | Elmer | 31.00 | 4,683.90 |
| Check | 3/16/2012 | EFT | Bank of America | Returned Item Chargeback Fee | Survivor | 12.00 | 4,695.90 |
| Check | 3/16/2012 | EFT | Bank of America | Returned Item Chargeback - Met Life dupl check | Survivor | 70.30 | 4,766.20 |
| General Journal | 3/28/2012 | EJ20120307 | | Fee Offset Less Admin Fee | Elmer | -12.62 | 4,753.58 |
| General Journal | 4/5/2012 | EJ20120403 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 283.77 | 5,037.35 |
| General Journal | 4/20/2012 | EJ20120404 | | Fee Offset Less Admin Fee | Elmer | -11.53 | 5,025.82 |
| General Journal | 5/4/2012 | EJ20120503 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 272.29 | 5,298.11 |
| General Journal | 5/30/2012 | EJ20120506 | | Fee Offset Less Admin Fee | Elmer | -11.98 | 5,286.13 |
| General Journal | 6/5/2012 | EJ20120603 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 272.55 | 5,558.68 |
| General Journal | 6/25/2012 | EJ20120607 | | Fee Offset Less Admin Fee | Elmer | -12.29 | 5,546.39 |
| General Journal | 7/6/2012 | EJ20120703 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 259.71 | 5,806.10 |
| Check | 7/17/2012 | EFT | Bank of America | External transfer fee - 3 Day | Survivor | 3.00 | 5,809.10 |
| General Journal | 7/27/2012 | EJ20120704 | | Fee Offset Less Admin Fee | Elmer | -16.56 | 5,792.54 |
| General Journal | 8/3/2012 | EJ20120803 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 275.06 | 6,067.60 |
| General Journal | 8/23/2012 | EJ20120804 | | Fee Offset Less Admin Fee | Elmer | -16.69 | 6,050.91 |
| General Journal | 9/7/2012 | EJ20120903 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 281.37 | 6,332.28 |
| General Journal | 9/25/2012 | EJ20120907 | | Fee Offset Less Admin Fee | Elmer | -16.75 | 6,315.53 |
| General Journal | 10/4/2012 | EJ20121003 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 278.62 | 6,594.15 |
| General Journal | 10/24/2012 | EJ20121006 | | Fee Offset Less Admin Fee | Elmer | -17.20 | 6,576.95 |
| General Journal | 11/6/2012 | EJ20121103 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 288.03 | 6,864.98 |
| General Journal | 11/30/2012 | EJ20121104 | | Fee Offset Less Admin Fee | Elmer | -17.01 | 6,847.97 |
| General Journal | 12/6/2012 | EJ20121203 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 275.75 | 7,123.72 |
| General Journal | 12/21/2012 | EJ20121211 | | Fee Offset Less Admin Fee | Elmer | -17.22 | 7,106.50 |
| General Journal | 1/7/2013 | EJ20130102 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 290.80 | 7,397.30 |
| General Journal | 1/25/2013 | EJ20130104 | | Fee Offset Less Admin Fee | Elmer | -16.98 | 7,380.32 |
| General Journal | 2/5/2013 | EJ20130203 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 299.80 | 7,680.12 |
| General Journal | 2/22/2013 | EJ20130204 | | Fee Offset Less Admin Fee | Elmer | -17.22 | 7,662.90 |
| General Journal | 2/28/2013 | EJ20130222 | | Annual Fee | Survivor | 40.00 | 7,702.90 |
| General Journal | 3/7/2013 | EJ20130303 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 273.58 | 7,976.48 |
| General Journal | 3/19/2013 | EJ20130306 | | Fee Offset Less Admin Fee | Elmer | -18.33 | 7,958.15 |
| General Journal | 4/9/2013 | EJ20130403 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 306.53 | 8,264.68 |
| General Journal | 4/18/2013 | EJ20130404 | | Fee Offset Less Admin Fee | Elmer | -17.32 | 8,247.36 |
| Check | 4/30/2013 | EFT | Bank of America | Monthly Fee | Neiva | 12.00 | 8,259.36 |
| General Journal | 5/7/2013 | EJ20130503 | | Redeem JP Morgan Fed Mon Mkt | Elmer | 298.51 | 8,557.87 |
| General Journal | 5/28/2013 | EJ20130504 | | Fee Offset Less Admin Fee | Elmer | -17.25 | 8,540.62 |
| Total Bank & Brokerage Charges | | | | | | 8,540.62 | 8,540.62 |
| Checks/Cash to Family Members | | | | | | | |
| Check | 12/21/2010 | 6849 | Amy Brunsting Tschir... | Christmas Gifts | Neiva | 200.00 | 200.00 |
| Check | 12/21/2010 | EFT | Amy Brunsting Tschir... | Transfer Confirmation #6403973884 | Neiva | 7,000.00 | 7,200.00 |
| Check | 12/31/2010 | ATM | Cash | TX Tr Cash Withdrawal at Banking Center Town and Country | Neiva | 25.00 | 7,225.00 |
| Check | 1/12/2011 | ATM | Cash | ATM 01/11 #000007185 | Neiva | 40.00 | 7,265.00 |
| Check | 1/19/2011 | EFT | Amy Tschirhart | fee to G Vie letter/sch's dated 7/15/13 | Survivor | 6,000.00 | 13,265.00 |
| Check | 1/25/2011 | ATM | Cash | ATM - Cash 01/25 #000006811 | Neiva | 10.00 | 13,275.00 |
| Check | 1/25/2011 | 115 | Cash | CASH | Neiva | 100.00 | 13,375.00 |
| Check | 2/22/2011 | 140 | Cash | Cash | Neiva | 100.00 | 13,475.00 |
| Check | 3/14/2011 | 149 | Candace Curtis | | Neiva | 25.00 | 13,500.00 |
| Check | 3/20/2011 | 7007 | Amy Brunsting | Reimbursement for supplies | Survivor | 40.00 | 13,540.00 |
| Check | 4/7/2011 | EFT | Candace Curtis | Gifts Given/ref acct 2272/ies to G Vie letter/sch's dated 7/15/13 | Survivor | 3,000.00 | 16,540.00 |
| Check | 4/21/2011 | EFT | Best uy | Tino phone | Neiva | 375.38 | 16,916.38 |
| Check | 5/10/2011 | 7014 | TDECU | Luke Truck, lies to G Vie letter/sch's dated 7/15/13 | Survivor | 5,443.22 | 22,359.60 |
| Check | 5/27/2011 | 7016 | The Victoria Col | Luke college -In lieu of Anita Trustee fee per G Vie letter | Survivor | 461.00 | 22,820.60 |
| Check | 6/2/2011 | EFT | Iowa 529 | KI college - Ach DES:Contribution ID:0000 | Survivor | 500.00 | 23,320.60 |
| Check | 8/3/2011 | EFT | Am-Honda | For Katie DES:PMT ID:000001032223 lies to G Vie letter/sch's ... | Survivor | 5,750.51 | 29,071.11 |
| Check | 6/8/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:11... | Survivor | 2,358.75 | 31,429.86 |
| Check | 6/8/2011 | TXFR | Candace Curtis | Candy Curtis to ckg ...2272 lies to G Vie letter/sch's dated 7/15... | Survivor | 2,000.00 | 33,429.86 |
| Check | 6/13/2011 | TXFR | Amy Tschirhart | Reimbursement - Supplies to fix house | Survivor | 100.00 | 33,529.86 |
| Check | 6/23/2011 | 240 | Luke Riley | Household yard work | Neiva | 25.00 | 33,554.86 |
| Check | 6/27/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter \$ amt. transposed... | Survivor | 2,364.34 | 35,919.20 |
| Check | 7/6/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:114... | Survivor | 2,976.35 | 38,895.55 |
| Check | 7/15/2011 | EFT | Bank of America Cre... | Cr Card pymt in lieu of Trustee fee Anita, G Vie letter and Trust ... | Survivor | 7,242.83 | 46,138.38 |
| Check | 7/16/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter/DES:EPAY ID:115... | Survivor | 1,998.19 | 48,136.57 |
| Check | 7/26/2011 | EFT | Amy Tschirhart | Reimbursement supplies to fix house | Survivor | 100.00 | 48,236.57 |
| Check | 8/24/2011 | EFT | Candace Curtis | lies to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 50,236.57 |
| Check | 8/24/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 75.00 | 50,311.57 |
| Check | 8/25/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 15.00 | 50,326.57 |
| Check | 8/25/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 15.00 | 50,341.57 |
| Check | 8/26/2011 | EFT | UTSA Admissions | Luke college - Education | Survivor | 575.00 | 50,916.57 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|--|------------|------------|------------------------|--|----------|-------------------|-------------------|
| Check | 8/8/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:117... | Survivor | 999.04 | 51,915.61 |
| Check | 9/7/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 125.00 | 52,040.61 |
| Check | 9/8/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 550.00 | 52,590.61 |
| Check | 9/23/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter date on his sch 9/7 | Survivor | 4,767.36 | 57,357.97 |
| Check | 10/4/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:118... | Survivor | 2,390.35 | 59,748.32 |
| Check | 10/5/2011 | EFT | Candace Curtis | to chk 2839 | Neiva | 500.00 | 60,248.32 |
| Check | 10/18/2011 | 356 | Neiva Brunsting | Cash | Neiva | 50.00 | 60,298.32 |
| Check | 10/19/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:120... | Survivor | 2,033.30 | 62,331.62 |
| Check | 10/21/2011 | 7032 | Vehs Bankd Boosters | Katy band | Survivor | 280.00 | 62,611.62 |
| Check | 10/26/2011 | EFT | Candace Curtis | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 64,611.62 |
| Check | 11/1/2011 | TXFR | Luke Riley | Luke College ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 66,611.62 |
| Check | 11/3/2011 | EFT | Bank of America Cre... | in lieu of Anita Trustee fee as per G Vie letter his sch had 10/6 d... | Survivor | 102.52 | 66,714.14 |
| Check | 11/7/2011 | EFT | Anita Brunsting | Legal fees Wire Type:Wire Out Date:111107 T to anita for futu... | Survivor | 10,000.00 | 76,714.14 |
| Check | 11/7/2011 | EFT | Amy Brunsting | Legal fees Wire Tyoel. Wire Out Date:111107 T to amy for f... | Survivor | 10,000.00 | 86,714.14 |
| Check | 11/7/2011 | EFT | Amy Tschlhart | Reimbursement - for supplies to fix house | Survivor | 1,000.00 | 87,714.14 |
| Check | 11/8/2011 | EFT | Chase Credit Card | in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID: 121... | Survivor | 3,274.51 | 90,988.65 |
| Check | 11/10/2011 | EFT | Candace Curtis | ties to G Vie letter/sch's dated 7/15/13 | Survivor | 2,000.00 | 92,988.65 |
| Check | 1/25/2012 | 111 | Amy Brunsting | Reimbursement - moving/repair expenses | Survivor | 425.94 | 93,414.59 |
| Check | 2/27/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 10,000.00 | 103,414.59 |
| Check | 3/2/2012 | TXFR | Amy Brunsting | Reimbursement trust expenses | Survivor | 841.45 | 104,256.04 |
| Check | 3/2/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 2,537.50 | 106,793.54 |
| Check | 3/5/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 10,000.00 | 116,793.54 |
| Check | 3/6/2012 | TXFR | Carole Brunsting | Reimbursement - leveling house | Survivor | 3,117.50 | 119,911.04 |
| General Journal | 3/13/2012 | EJ20120410 | Amy Brunsting | Reimbursement | Survivor | -10,000.00 | 109,911.04 |
| General Journal | 3/13/2012 | EJ20120412 | Anita Brunsting | Reimbursement | Survivor | -10,040.00 | 99,871.04 |
| Check | 4/16/2012 | 122 | Candace Curtis | Remainder of Life Ins Trust - Other Income | Survivor | 60.00 | 99,931.04 |
| Check | 4/16/2012 | 123 | Carl Brunsting | Remainder of Life Ins Trust | Survivor | 60.00 | 99,991.04 |
| Check | 4/16/2012 | 124 | Amy Brunsting | Remainder of Life Ins Trust - Other Inc | Survivor | 60.00 | 100,051.04 |
| Check | 4/16/2012 | 125 | Carole Brunsting | Remainder of Life Ins Trust - Other inc | Survivor | 60.00 | 100,111.04 |
| Check | 4/16/2012 | 127 | Anita Brunsting | Remainder of Life Ins Trust - Other Inc | Survivor | 44.85 | 100,155.89 |
| Check | 4/20/2012 | 127 | Carole Brunsting | Moving Expenses Reimbursement | Survivor | 1,583.50 | 101,739.39 |
| Check | 4/25/2012 | 131 | Anita Brunsting | Legal fees Reimbursement for Retainer to Chip Mathews | Survivor | 5,000.00 | 106,739.39 |
| Check | 4/25/2012 | 130 | Anita Brunsting | Reimbursement for UPS to mail boxes to S Mills | Survivor | 102.11 | 106,821.30 |
| Check | 5/18/2012 | 101 | Anita Brunsting | Reimbursement for 1/2 farm tax | Elmer | 1,679.43 | 108,500.73 |
| Check | 7/18/2012 | TXFR | Amy Brunsting | Trust expenses - Reimbursement | Survivor | 353.43 | 108,854.16 |
| Check | 8/10/2012 | 139 | Anita Brunsting | Reimburse postage | Survivor | 61.75 | 108,915.91 |
| Check | 8/10/2012 | 140 | Anita Brunsting | Stamps reimbursement | Survivor | 9.00 | 108,924.91 |
| Total Checks/Cash to Family Members | | | | | | 108,924.91 | 108,924.91 |
| Dues and Subscriptions | | | | | | | |
| Check | 3/15/2011 | 154 | Birds and Blooms | | Neiva | 10.00 | 10.00 |
| Check | 4/25/2011 | 187 | Doon Press | | Neiva | 26.50 | 36.50 |
| Check | 8/17/2011 | 294 | Houston Chronicle | | Neiva | 138.00 | 174.50 |
| Check | 8/18/2011 | 292 | Time Magazine | | Neiva | 20.00 | 194.50 |
| Check | 9/21/2011 | 322 | Iowa Outdoors | | Neiva | 15.00 | 209.50 |
| Check | 9/10/2012 | 137 | Houston Chronicle | final payment - subscription | Survivor | 68.97 | 278.47 |
| Total Dues and Subscriptions | | | | | | 278.47 | 278.47 |
| Food/Dining/Groceries | | | | | | | |
| Check | 12/21/2010 | 6848 | Randalls | | Neiva | 60.51 | 60.51 |
| Check | 1/10/2011 | EFT | Randalls | 01/09 #000555055 | Neiva | 234.97 | 295.48 |
| Check | 1/18/2011 | EFT | Kroger | | Neiva | 32.33 | 327.81 |
| Check | 1/24/2011 | EFT | Randalls | 01/23 #000635058 | Neiva | 35.89 | 363.70 |
| Check | 1/24/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 366.99 |
| Check | 1/31/2011 | EFT | Randalls | | Neiva | 51.87 | 418.86 |
| Check | 1/31/2011 | EFT | Randalls | | Neiva | 47.24 | 466.10 |
| Check | 1/31/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 469.39 |
| Check | 2/7/2011 | EFT | Randalls | | Neiva | 71.64 | 541.03 |
| Check | 2/14/2011 | EFT | Randalls | | Neiva | 23.68 | 564.71 |
| Check | 2/14/2011 | EFT | Randalls | | Neiva | 76.92 | 641.63 |
| Check | 2/18/2011 | EFT | Kroger | | Neiva | 27.33 | 668.96 |
| Check | 2/22/2011 | EFT | Subway | Dining | Neiva | 3.26 | 672.21 |
| Check | 2/22/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 5.83 | 678.04 |
| Check | 2/22/2011 | EFT | Randalls | | Neiva | 47.02 | 725.06 |
| Check | 2/22/2011 | EFT | Wal-Mart | | Neiva | 46.27 | 771.33 |
| Check | 2/22/2011 | EFT | Randalls | | Neiva | 8.68 | 780.01 |
| Check | 2/22/2011 | EFT | Walgreens | | Neiva | 28.12 | 808.13 |
| Check | 2/24/2011 | EFT | Randalls | | Neiva | 24.39 | 832.52 |
| Check | 3/7/2011 | EFT | Randalls | | Neiva | 24.30 | 856.82 |
| Check | 3/7/2011 | EFT | Chick-til-a #0103 | | Neiva | 3.29 | 860.11 |
| Check | 3/7/2011 | EFT | Randalls | | Neiva | 9.77 | 869.88 |
| Check | 3/7/2011 | eft | Wal-Mart | | Neiva | 11.89 | 881.77 |
| General Journal | 3/7/2011 | EJ20120461 | | DEBIT 1943 | Neiva | -6.48 | 875.29 |
| Check | 3/8/2011 | eft | Subway | | Neiva | 3.25 | 878.54 |
| Check | 3/14/2011 | EFT | Randalls | | Neiva | 29.21 | 907.75 |
| Check | 3/14/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 14.16 | 921.91 |
| Check | 3/14/2011 | EFT | Randalls | | Neiva | 13.23 | 935.14 |
| Check | 3/14/2011 | EFT | Taco Cabana | Dining | Neiva | 6.48 | 941.62 |
| Check | 3/14/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 944.91 |
| Check | 3/14/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 1.83 | 946.74 |
| Check | 3/14/2011 | EEFT | Taco Cabana | Dining | Neiva | 8.63 | 955.37 |
| Check | 3/16/2011 | EFT | Randalls | | Neiva | 60.94 | 1,016.31 |
| Check | 3/16/2011 | EFT | Randalls | | Neiva | 12.44 | 1,028.75 |
| Check | 3/18/2011 | EFT | Randalls | | Neiva | 69.77 | 1,098.52 |
| Check | 3/21/2011 | EFT | Taco Cabana | Dining | Neiva | 22.68 | 1,121.20 |
| Check | 3/21/2011 | EFT | Taco Cabana | Dining | Neiva | 23.77 | 1,144.97 |
| Check | 3/21/2011 | EFT | Wal-Mart | | Neiva | 114.67 | 1,259.64 |
| Check | 3/21/2011 | EFT | Randalls | | Neiva | 16.37 | 1,276.01 |

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-------|-----------|-----|-------------------|--------|-------|--------|----------|
| Check | 3/21/2011 | EFT | Randalls | | Neiva | 13.11 | 1,291.12 |
| Check | 3/28/2011 | EFT | Randalls | | Neiva | 36.05 | 1,327.17 |
| Check | 3/29/2011 | EFT | Subway | Dining | Neiva | 4.33 | 1,331.50 |
| Check | 3/30/2011 | EFT | Randalls | | Neiva | 8.85 | 1,340.35 |
| Check | 4/4/2011 | EFT | Wal-Mart | | Neiva | 37.28 | 1,377.63 |
| Check | 4/4/2011 | EFT | Randalls | | Neiva | 34.54 | 1,412.17 |
| Check | 4/4/2011 | EFT | Randalls | | Neiva | 52.52 | 1,464.69 |
| Check | 4/5/2011 | EFT | Subway | Dining | Neiva | 3.25 | 1,467.94 |
| Check | 4/6/2011 | EFT | Randalls | | Neiva | 34.97 | 1,502.91 |
| Check | 4/8/2011 | EFT | Randalls | | Neiva | 15.87 | 1,518.78 |
| Check | 4/11/2011 | EFT | Subway | Dining | Neiva | 3.79 | 1,522.57 |
| Check | 4/11/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 1.83 | 1,524.40 |
| Check | 4/11/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 1.83 | 1,526.23 |
| Check | 4/11/2011 | EFT | Randalls | | Neiva | 16.56 | 1,542.79 |
| Check | 4/11/2011 | EFT | Randalls | | Neiva | 51.94 | 1,594.73 |
| Check | 4/12/2011 | EFT | Subway | Dining | Neiva | 3.25 | 1,597.98 |
| Check | 4/12/2011 | EFT | Randalls | | Neiva | 34.69 | 1,632.67 |
| Check | 4/13/2011 | EFT | Randalls | | Neiva | 67.04 | 1,699.71 |
| Check | 4/14/2011 | EFT | Randalls | | Neiva | 24.03 | 1,723.74 |
| Check | 4/15/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 10.25 | 1,733.99 |
| Check | 4/18/2011 | EFT | Randalls | | Neiva | 26.45 | 1,760.44 |
| Check | 4/18/2011 | EFT | Randalls | | Neiva | 23.16 | 1,783.60 |
| Check | 4/18/2011 | EFT | Randalls | | Neiva | 17.30 | 1,800.90 |
| Check | 4/22/2011 | EFT | Randalls | | Neiva | 57.60 | 1,858.50 |
| Check | 4/25/2011 | EFT | Subway | Dining | Neiva | 3.79 | 1,862.29 |
| Check | 4/25/2011 | EFT | Subway | Dining | Neiva | 3.79 | 1,866.08 |
| Check | 4/25/2011 | EFT | Taco Cebana | Dining | Neiva | 22.88 | 1,888.78 |
| Check | 4/25/2011 | EFT | Randalls | | Neiva | 86.07 | 1,974.83 |
| Check | 5/2/2011 | EFT | Randalls | | Neiva | 140.07 | 2,114.90 |
| Check | 5/3/2011 | EFT | Randalls | | Neiva | 36.75 | 2,151.65 |
| Check | 5/6/2011 | EFT | Randalls | | Neiva | 17.30 | 2,168.95 |
| Check | 5/9/2011 | EFT | Randalls | | Neiva | 33.74 | 2,202.69 |
| Check | 5/9/2011 | EFT | Randalls | | Neiva | 55.52 | 2,258.21 |
| Check | 5/11/2011 | EFT | Randalls | | Neiva | 10.39 | 2,268.60 |
| Check | 5/16/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 2,271.89 |
| Check | 5/18/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 2,275.18 |
| Check | 5/18/2011 | EFT | Randalls | | Neiva | 42.56 | 2,317.74 |
| Check | 5/20/2011 | EFT | Randalls | | Neiva | 21.87 | 2,339.61 |
| Check | 5/23/2011 | EFT | Randalls | | Neiva | 57.35 | 2,396.96 |
| Check | 5/25/2011 | EFT | Randalls | Dining | Neiva | 43.52 | 2,440.48 |
| Check | 5/31/2011 | EFT | Randalls | | Neiva | 31.71 | 2,472.19 |
| Check | 6/3/2011 | EFT | Randalls | | Neiva | 23.46 | 2,495.65 |
| Check | 6/6/2011 | EFT | Kroger | | Neiva | 32.17 | 2,527.82 |
| Check | 6/6/2011 | EFT | Randalls | | Neiva | 23.97 | 2,551.79 |
| Check | 6/8/2011 | EFT | Randalls | | Neiva | 20.00 | 2,571.79 |
| Check | 6/8/2011 | EFT | Fastop | Dining | Neiva | 4.25 | 2,576.04 |
| Check | 6/13/2011 | EFT | McDonald's | Dining | Neiva | 13.48 | 2,589.50 |
| Check | 6/13/2011 | EFT | Kroger | | Neiva | 3.05 | 2,592.55 |
| Check | 6/13/2011 | EFT | Randalls | | Neiva | 43.77 | 2,636.32 |
| Check | 6/13/2011 | EFT | Randalls | | Neiva | 54.05 | 2,690.37 |
| Check | 6/14/2011 | EFT | McDonald's | Dining | Neiva | 2.17 | 2,692.54 |
| Check | 6/20/2011 | EFT | Randalls | | Neiva | 24.19 | 2,716.73 |
| Check | 6/24/2011 | EFT | Randalls | | Neiva | 41.68 | 2,758.41 |
| Check | 6/28/2011 | EFT | Randalls | | Neiva | 50.83 | 2,809.24 |
| Check | 7/1/2011 | EFT | Randalls | | Neiva | 18.92 | 2,828.16 |
| Check | 7/1/2011 | EFT | Randalls | | Neiva | 25.61 | 2,853.77 |
| Check | 7/5/2011 | EFT | Randalls | | Neiva | 34.05 | 2,887.82 |
| Check | 7/5/2011 | EFT | Randalls | | Neiva | 5.13 | 2,892.95 |
| Check | 7/8/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 46.61 | 2,939.56 |
| Check | 7/8/2011 | EFT | Randalls | | Neiva | 52.99 | 2,992.55 |
| Check | 7/11/2011 | EFT | McDonald's | Dining | Neiva | 2.48 | 2,995.03 |
| Check | 7/11/2011 | EFT | Randalls | | Neiva | 29.80 | 3,024.83 |
| Check | 7/18/2011 | EFT | Randalls | | Neiva | 35.41 | 3,060.24 |
| Check | 7/18/2011 | EFT | Randalls | | Neiva | 25.14 | 3,085.38 |
| Check | 7/18/2011 | EFT | Wal-Mart | | Neiva | 280.73 | 3,366.11 |
| Check | 7/21/2011 | EFT | Randalls | | Neiva | 45.34 | 3,391.45 |
| Check | 7/25/2011 | EFT | Randalls | | Neiva | 43.38 | 3,434.83 |
| Check | 7/25/2011 | EFT | Randalls | | Neiva | 60.57 | 3,495.40 |
| Check | 7/25/2011 | EFT | Kotache Factory | Dining | Neiva | 3.76 | 3,499.16 |
| Check | 7/28/2011 | EFT | Randalls | | Neiva | 31.23 | 3,530.39 |
| Check | 7/28/2011 | EFT | Randalls | | Neiva | 26.20 | 3,556.59 |
| Check | 7/29/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 1.83 | 3,558.42 |
| Check | 8/1/2011 | EFT | Randalls | | Neiva | 47.94 | 3,606.36 |
| Check | 8/1/2011 | EFT | Walgreens | | Neiva | 20.99 | 3,627.35 |
| Check | 8/1/2011 | EFT | Chick-til-a #0103 | Dining | Neiva | 3.29 | 3,630.64 |
| Check | 8/2/2011 | EFT | Randalls | | Neiva | 29.74 | 3,660.38 |
| Check | 8/4/2011 | EFT | McDonald's | Dining | Neiva | 2.17 | 3,662.55 |
| Check | 8/5/2011 | EFT | Randalls | | Neiva | 24.92 | 3,687.47 |
| Check | 8/8/2011 | EFT | Randalls | | Neiva | 30.29 | 3,717.76 |
| Check | 8/8/2011 | EFT | Randalls | 08/08 | Neiva | 57.90 | 3,775.66 |
| Check | 8/10/2011 | EFT | Randalls | | Neiva | 21.76 | 3,797.42 |
| Check | 8/15/2011 | EFT | Randalls | | Neiva | 58.34 | 3,855.76 |
| Check | 8/15/2011 | EFT | Randalls | | Neiva | 46.75 | 3,902.51 |
| Check | 8/17/2011 | EFT | HEB | | Neiva | 34.39 | 3,936.90 |
| Check | 8/17/2011 | EFT | HEB | | Neiva | 19.77 | 3,956.67 |
| Check | 8/22/2011 | EFT | Randalls | | Neiva | 39.52 | 3,996.19 |
| Check | 8/22/2011 | EFT | Randalls | | Neiva | 44.99 | 4,041.18 |
| Check | 8/24/2011 | EFT | Randalls | | Neiva | 44.36 | 4,085.54 |

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-----------------------------|------------|------|----------------------|----------|----------|----------|----------|
| Check | 8/24/2011 | EFT | Randalls | | Netva | 28.74 | 4,114.28 |
| Check | 8/25/2011 | EFT | Randalls | | Netva | 18.33 | 4,132.61 |
| Check | 8/29/2011 | EFT | Randalls | | Netva | 36.15 | 4,168.76 |
| Check | 9/2/2011 | EFT | Randalls | | Netva | 21.71 | 4,190.47 |
| Check | 9/6/2011 | EFT | Randalls | | Netva | 33.12 | 4,223.59 |
| Check | 9/6/2011 | EFT | Chick-fila #0103 | Dining | Netva | 3.29 | 4,226.88 |
| Check | 9/7/2011 | EFT | Randalls | | Netva | 68.27 | 4,295.15 |
| Check | 9/8/2011 | EFT | Randalls | | Netva | 50.29 | 4,345.44 |
| Check | 9/9/2011 | EFT | Chick-fila #0103 | | Netva | 14.60 | 4,360.04 |
| Check | 9/12/2011 | EFT | Randalls | | Netva | 3.29 | 4,363.33 |
| Check | 9/12/2011 | EFT | Randalls | | Netva | 92.24 | 4,455.57 |
| Check | 9/19/2011 | EFT | Randalls | | Netva | 20.00 | 4,475.57 |
| Check | 9/23/2011 | EFT | Walgreens | | Netva | 42.84 | 4,518.41 |
| Check | 9/26/2011 | EFT | Wal-Mart | | Netva | 11.99 | 4,530.40 |
| Check | 9/26/2011 | EFT | Randalls | | Netva | 133.75 | 4,664.15 |
| Check | 9/28/2011 | EFT | Randalls | | Netva | 23.57 | 4,687.72 |
| Check | 9/28/2011 | EFT | Randalls | | Netva | 14.06 | 4,701.78 |
| Check | 9/30/2011 | EFT | Randalls | | Netva | 18.90 | 4,720.68 |
| Check | 9/30/2011 | EFT | Randalls | | Netva | 28.77 | 4,749.45 |
| Check | 10/3/2011 | EFT | Wal-Mart | | Netva | 19.08 | 4,768.51 |
| Check | 10/3/2011 | EFT | Randalls | | Netva | 55.82 | 4,824.43 |
| Check | 10/3/2011 | EFT | HEB | | Netva | 32.16 | 4,856.59 |
| Check | 10/4/2011 | EFT | Randalls | | Netva | 20.75 | 4,877.34 |
| Check | 10/7/2011 | EFT | Randalls | | Netva | 8.95 | 4,886.29 |
| Check | 10/11/2011 | EFT | Chick-fila #0103 | Dining | Netva | 38.92 | 4,925.21 |
| Check | 10/11/2011 | EFT | Randalls | | Netva | 39.04 | 4,964.25 |
| Check | 10/11/2011 | EFT | Randalls | | Netva | 3.29 | 4,967.54 |
| Check | 10/12/2011 | ET | Randalls | | Netva | 26.50 | 4,994.04 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 14.06 | 5,008.10 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 25.47 | 5,033.57 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 65.96 | 5,099.53 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 45.32 | 5,144.85 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 28.88 | 5,173.83 |
| Check | 10/17/2011 | EFT | Randalls | | Netva | 28.05 | 5,201.88 |
| Check | 10/17/2011 | EFT | McDonald's | Dining | Netva | 17.30 | 5,219.18 |
| Check | 10/19/2011 | EFT | Randalls | | Netva | 6.26 | 5,225.44 |
| Check | 10/20/2011 | EFT | Chick-fila #0103 | dINING | Netva | 27.71 | 5,253.15 |
| Check | 10/21/2011 | eft | Randalls | | Netva | 3.29 | 5,256.44 |
| Check | 10/21/2011 | eft | Chick-fila #0103 | dINING | Netva | 7.61 | 5,264.05 |
| Check | 10/24/2011 | EFT | Randalls | | Netva | 3.29 | 5,267.34 |
| Check | 10/24/2011 | eft | Chick-fila #0103 | dINING | Netva | 41.88 | 5,309.22 |
| Check | 10/25/2011 | eft | Randalls | | Netva | 3.29 | 5,312.51 |
| Check | 10/26/2011 | eft | Randalls | | Netva | 52.17 | 5,364.68 |
| Check | 10/26/2011 | EFT | Subway | Dining | Netva | 42.23 | 5,406.91 |
| Check | 10/31/2011 | EFT | Randalls | | Netva | 14.70 | 5,421.61 |
| Check | 10/31/2011 | EFT | Randalls | | Netva | 94.10 | 5,515.71 |
| Check | 10/31/2011 | EFT | Randalls | | Netva | 20.33 | 5,536.04 |
| Check | 11/1/2011 | EFT | Randalls | | Netva | 6.90 | 5,542.94 |
| Check | 11/2/2011 | EFT | Randalls | Fuel | Netva | 33.16 | 5,576.10 |
| Check | 11/4/2011 | EFT | Randalls | | Netva | 25.78 | 5,601.88 |
| Check | 11/4/2011 | EFT | Randalls | | Netva | 10.00 | 5,611.88 |
| Check | 11/7/2011 | EFT | Au Bon Pain-memo | Dining | Netva | 53.01 | 5,664.89 |
| Check | 11/7/2011 | EFT | Chick-fila #0103 | Dining | Netva | 3.94 | 5,668.83 |
| Check | 11/7/2011 | EFT | McDonald's | Dining | Netva | 3.29 | 5,672.12 |
| Check | 11/7/2011 | EFT | Randalls | | Netva | 1.08 | 5,673.20 |
| Check | 11/7/2011 | EFT | Randalls | | Netva | 33.51 | 5,706.71 |
| Check | 11/8/2011 | EFT | Randalls | | Netva | 34.35 | 5,741.06 |
| Check | 11/8/2011 | EFT | McDonald's | Dining | Netva | 17.84 | 5,758.90 |
| Check | 11/8/2011 | EFT | Randalls | | Netva | 8.70 | 5,765.60 |
| Check | 11/8/2011 | EFT | HEB | | Netva | 48.45 | 5,814.05 |
| Check | 11/14/2011 | eft | Randalls | | Netva | 43.40 | 5,857.45 |
| Check | 11/14/2011 | eft | Randalls | | Netva | 32.71 | 5,890.16 |
| Check | 11/14/2011 | eft | Randalls | | Netva | 30.92 | 5,921.08 |
| Check | 11/14/2011 | EFT | McDonald's | Dining | Netva | 22.41 | 5,943.49 |
| Check | 11/14/2011 | EFT | Chick-fila #0103 | Dining | Netva | 8.60 | 5,952.09 |
| Check | 11/14/2011 | EFT | Chick-fila #0103 | Dining | Netva | 3.29 | 5,955.38 |
| | | | | | Netva | 3.29 | 5,958.67 |
| Total Food/Dining/Groceries | | | | | | 5,958.67 | 5,958.67 |
| Funeral | | | | | | | |
| Check | 11/12/2011 | 7033 | Memorial Oaks | | Survivor | 1,595.00 | 1,595.00 |
| Check | 11/14/2011 | 7035 | Memorial Oaks | | Survivor | 1,511.29 | 3,106.29 |
| Check | 11/15/2011 | 7036 | Memorial Oaks | Organist | Survivor | 150.00 | 3,256.29 |
| Check | 11/15/2011 | 7037 | Bob Johnson | pastor | Survivor | 300.00 | 3,556.29 |
| Total Funeral | | | | | | 3,556.29 | 3,556.29 |
| Household | | | | | | | |
| Check | 1/20/2011 | 111 | Mrs. Gutierrez | Cleaning | Netva | 70.00 | 70.00 |
| Check | 2/11/2011 | 125 | Mrs. Gutierrez | Cleaning | Netva | 70.00 | 140.00 |
| Check | 2/18/2011 | 161 | Mrs. Gutierrez | Cleaning | Netva | 70.00 | 210.00 |
| Check | 2/22/2011 | EFT | Southwest Fertilizer | | Netva | 8.73 | 218.73 |
| Check | 2/28/2011 | EFT | Southwest Fertilizer | | Netva | 59.73 | 278.46 |
| Check | 3/1/2011 | EFT | Radio Shack | | Netva | 94.13 | 372.59 |
| Check | 3/25/2011 | 169 | Mrs. Gutierrez | Cleaning | Netva | 20.55 | 393.14 |
| Check | 3/28/2011 | EFT | Southwest Fertilizer | | Netva | 70.00 | 463.14 |
| Check | 4/8/2011 | EFT | Southwest Fertilizer | | Netva | 13.39 | 476.53 |
| Check | 4/8/2011 | 179 | Mrs. Gutierrez | Cleaning | Netva | 8.73 | 485.26 |
| | | | | | Netva | 70.00 | 555.26 |

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|--------------------------------|------------|------------|----------------------|---|----------|------------------|------------------|
| Check | 4/18/2011 | EFT | Sou The Home | 04/16 #000457501 | Neiva | 22.83 | 579.09 |
| Check | 4/25/2011 | 196 | Mrs. Gutierrez | Cleaning | Neiva | 70.00 | 649.09 |
| Check | 5/3/2011 | EFT | Southwest Fertilizer | | Neiva | 21.98 | 671.07 |
| Check | 5/9/2011 | 210 | Mrs. Gutierrez | Cleaning | Neiva | 70.00 | 741.07 |
| Check | 5/23/2011 | 221 | Mrs. Gutierrez | Cleaning | Neiva | 70.00 | 811.07 |
| Check | 6/3/2011 | 237 | Mrs. Gutierrez | Cleaning | Neiva | 70.00 | 881.07 |
| Check | 6/27/2011 | EFT | Sou The Home | | Neiva | 181.36 | 1,042.43 |
| Check | 7/26/2011 | EFT | Southwest Fertilizer | Garden | Neiva | 25.88 | 1,068.31 |
| Check | 8/11/2011 | 300 | Maria Vaquera | Cleaning | Neiva | 50.00 | 1,118.31 |
| Check | 9/13/2011 | EFT | Southwest Fertilizer | Garden | Neiva | 18.89 | 1,137.20 |
| Check | 9/26/2011 | 336 | Maria Vaquera | Cleaning | Neiva | 50.00 | 1,187.20 |
| Check | 10/6/2011 | 345 | Maria Vaquera | Cleaning | Neiva | 50.00 | 1,237.20 |
| Total Household | | | | | | 1,237.20 | 1,237.20 |
| Insurance Expense | | | | | | | |
| Check | 1/5/2011 | EFT | State Farm Insurance | | Survivor | 299.83 | 299.83 |
| Check | 2/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 299.83 | 599.86 |
| Check | 3/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 299.83 | 899.79 |
| Check | 4/4/2011 | EFT | State Farm Insurance | PPD | Survivor | 301.36 | 1,201.15 |
| Check | 5/3/2011 | EFT | State Farm Insurance | | Survivor | 300.82 | 1,501.77 |
| Check | 6/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 300.82 | 1,802.39 |
| Check | 7/6/2011 | EFT | State Farm Insurance | PPD | Survivor | 300.82 | 2,103.01 |
| Check | 8/2/2011 | EFT | State Farm Insurance | | Survivor | 300.82 | 2,403.83 |
| Check | 9/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 2,693.67 |
| Check | 10/4/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 2,983.71 |
| Check | 11/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 3,273.75 |
| Check | 12/2/2011 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 3,563.79 |
| Check | 1/5/2012 | EFT | State Farm Insurance | PPF | Survivor | 290.04 | 3,853.83 |
| Check | 2/2/2012 | EFT | State Farm Insurance | PPD | Survivor | 290.04 | 4,143.87 |
| Check | 3/2/2012 | EFT | State Farm Insurance | PPD | Survivor | 292.79 | 4,436.66 |
| Check | 4/3/2012 | EFT | State Farm Insurance | PPD | Survivor | 301.22 | 4,737.88 |
| Total Insurance Expense | | | | | | 4,737.88 | 4,737.88 |
| Lawn Care | | | | | | | |
| Check | 2/14/2011 | 133 | Mr. Phan Chan | Household | Neiva | 100.00 | 100.00 |
| Check | 3/11/2011 | 157 | Mr. Phan Chan | Household | Neiva | 100.00 | 200.00 |
| Check | 3/21/2011 | 160 | Nicolas | Yard work | Neiva | 52.00 | 252.00 |
| Check | 4/15/2011 | 190 | Mr. Phan Chan | mowing | Neiva | 100.00 | 352.00 |
| Check | 5/20/2011 | 222 | Mr. Phan Chan | mowing | Neiva | 100.00 | 452.00 |
| Check | 5/24/2011 | 226 | Fernando | yard work Home repair | Neiva | 35.00 | 487.00 |
| Check | 6/27/2011 | 255 | Mr. Phan Chan | mowing | Neiva | 125.00 | 612.00 |
| Check | 7/25/2011 | 280 | Mr. Phan Chan | mowing | Neiva | 125.00 | 737.00 |
| Check | 8/23/2011 | 337 | Mr. Phan Chan | Household | Neiva | 225.00 | 962.00 |
| Check | 10/21/2011 | 361 | Mr. Phan Chan | Household | Neiva | 100.00 | 1,062.00 |
| Check | 12/23/2011 | 105 | Mr. Phan Chan | 13630 Pinerock | Survivor | 200.00 | 1,262.00 |
| Total Lawn Care | | | | | | 1,262.00 | 1,262.00 |
| Legal Fees | | | | | | | |
| Check | 1/19/2011 | 7003 | Vacek & Freed PLLC | | Survivor | 880.15 | 880.15 |
| Check | 3/17/2011 | 7006 | Vacek & Freed PLLC | Legal Fees | Survivor | 340.00 | 1,220.15 |
| Check | 6/2/2011 | 7015 | Vacek & Freed PLLC | | Survivor | 575.59 | 1,795.74 |
| Check | 8/5/2011 | 7025 | Vacek & Freed PLLC | Retainer | Survivor | 1,000.00 | 2,795.74 |
| Check | 10/12/2011 | 7030 | DeKoster & DeKoster | farm contract | Survivor | 100.00 | 2,895.74 |
| Check | 12/20/2011 | 101 | Vacek & Freed PLLC | Retainer | Survivor | 4,500.00 | 7,395.74 |
| Check | 1/3/2012 | 110 | Herb Jamison | House appraisal | Survivor | 450.00 | 7,845.74 |
| Check | 4/20/2012 | 128 | Mills Shirley LLP | Suit | Survivor | 10,000.00 | 17,845.74 |
| Check | 4/20/2012 | 129 | Bernard Mathews | | Survivor | 1,029.80 | 18,875.34 |
| Check | 7/18/2012 | 135 | Mills Shirley LLP | | Survivor | 17,000.00 | 35,875.34 |
| Check | 3/21/2013 | 142 | Mills Shirley LLP | | Survivor | 437.10 | 36,312.44 |
| Check | 4/2/2013 | 143 | Mills Shirley LLP | | Survivor | 10,000.00 | 46,312.44 |
| General Journal | 5/31/2013 | EJ20120434 | | George via Candy's suit
From Mills Shirley - Reimbursement | Survivor | -10,000.00 | 36,312.44 |
| Total Legal Fees | | | | | | 36,312.44 | 36,312.44 |
| Medical Expenses | | | | | | | |
| In Home Care | | | | | | | |
| Check | 12/29/2010 | 6851 | Tino | Faustino Vaquera, Jr | Neiva | 1,245.00 | 1,245.00 |
| Check | 12/29/2010 | 6852 | Michael Brooks | | Neiva | 855.00 | 2,100.00 |
| Check | 1/4/2011 | 6853 | Robert Cantu | | Survivor | 738.00 | 2,838.00 |
| Check | 1/7/2011 | 91 | Michael Brooks | | Neiva | 585.00 | 3,421.00 |
| Check | 1/10/2011 | 92 | Tino | | Neiva | 1,413.14 | 4,834.14 |
| Check | 1/11/2011 | 93 | Robert Cantu | | Neiva | 805.00 | 5,639.14 |
| Check | 1/13/2011 | 102 | Michael Brooks | | Neiva | 585.00 | 6,024.14 |
| Check | 1/18/2011 | 101 | Tino | | Neiva | 1,065.00 | 7,089.14 |
| Check | 1/18/2011 | 110 | Robert Cantu | | Neiva | 810.00 | 7,899.14 |
| General Journal | 1/19/2011 | EJ20120455 | | Return of Posted Check / Item (Robert Cantu) | Neiva | -810.00 | 7,089.14 |
| Check | 1/21/2011 | 112 | Tino | | Neiva | 1,619.00 | 8,708.14 |
| Check | 1/21/2011 | 113 | Robert Cantu | | Neiva | 888.00 | 9,596.14 |
| Check | 1/24/2011 | 114 | Robert Cantu | | Neiva | 1,083.91 | 10,680.05 |
| Check | 1/27/2011 | 116 | Tino | | Neiva | 908.55 | 11,588.60 |
| Check | 1/28/2011 | 120 | Robert Cantu | | Neiva | 858.93 | 12,447.53 |
| Check | 2/1/2011 | 121 | Tino | | Neiva | 1,248.00 | 13,695.53 |
| Check | 2/1/2011 | 144 | Robert Cantu | | Neiva | 801.80 | 14,497.33 |
| Check | 2/2/2011 | 122 | Robert Cantu | | Neiva | 460.00 | 14,957.33 |
| Check | 2/4/2011 | 124 | Tino | | Neiva | 842.00 | 15,799.33 |
| Check | 2/7/2011 | 126 | Robert Cantu | | Neiva | 807.00 | 16,606.33 |
| Check | 2/11/2011 | 130 | Tino | | Neiva | 1,186.00 | 17,792.33 |
| Check | 2/11/2011 | 131 | Robert Cantu | | Neiva | 637.41 | 18,429.74 |
| Check | 2/14/2011 | 135 | Robert Cantu | | Neiva | 430.00 | 18,859.74 |

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-------|-----------|-----|------------------|------|-------|----------|-----------|
| Check | 2/17/2011 | 138 | Tino | | | | |
| Check | 2/18/2011 | 136 | Robert Cantu | | Neiva | 1,454.42 | 20,291.18 |
| Check | 2/22/2011 | 162 | Tino | | Neiva | 771.23 | 21,062.39 |
| Check | 2/25/2011 | 141 | Tino | | Neiva | 1,067.57 | 22,129.96 |
| Check | 2/25/2011 | 143 | Robert Cantu | | Neiva | 826.72 | 22,956.68 |
| Check | 3/4/2011 | 146 | Robert Cantu | | Neiva | 510.00 | 23,466.68 |
| Check | 3/7/2011 | 148 | Tino | | Neiva | 538.88 | 24,005.36 |
| Check | 3/10/2011 | 155 | Michael Brooks | | Neiva | 1,704.19 | 25,709.55 |
| Check | 3/10/2011 | 156 | Robert Cantu | | Neiva | 285.00 | 25,994.55 |
| Check | 3/14/2011 | 158 | Tino | | Neiva | 1,045.67 | 27,040.22 |
| Check | 3/16/2011 | 159 | Michael Brooks | | Neiva | 1,253.02 | 28,293.24 |
| Check | 3/18/2011 | 163 | Robert Cantu | | Neiva | 55.00 | 28,348.24 |
| Check | 3/21/2011 | 164 | Tino | | Neiva | 289.78 | 28,638.02 |
| Check | 3/21/2011 | 165 | Michael Brooks | | Neiva | 1,248.70 | 29,886.72 |
| Check | 3/21/2011 | 166 | Robert Cantu | | Neiva | 367.50 | 30,254.22 |
| Check | 3/23/2011 | 187 | Michael Brooks | | Neiva | 380.00 | 30,614.22 |
| Check | 3/24/2011 | 168 | Robert Cantu | | Neiva | 67.50 | 30,681.72 |
| Check | 3/24/2011 | 170 | Tino | | Neiva | 490.88 | 31,172.58 |
| Check | 3/25/2011 | 172 | Tino | | Neiva | 50.00 | 31,222.58 |
| Check | 3/28/2011 | 173 | Michael Brooks | | Neiva | 1,836.77 | 32,859.35 |
| Check | 3/28/2011 | 174 | Robert Cantu | | Neiva | 65.00 | 32,824.35 |
| Check | 4/1/2011 | 175 | Tino | | Neiva | 701.91 | 33,826.26 |
| Check | 4/4/2011 | 177 | Robert Cantu | | Neiva | 1,689.00 | 35,315.26 |
| Check | 4/7/2011 | 178 | Michael Brooks | | Neiva | 1,303.48 | 36,618.74 |
| Check | 4/8/2011 | 180 | Tino | | Neiva | 184.00 | 36,802.74 |
| Check | 4/11/2011 | 181 | Robert Cantu | | Neiva | 1,475.00 | 38,277.74 |
| Check | 4/13/2011 | 185 | Michael Brooks | | Neiva | 1,042.10 | 39,319.84 |
| Check | 4/15/2011 | 189 | Michael Brooks | | Neiva | 75.00 | 39,394.84 |
| Check | 4/15/2011 | 191 | Tino | | Neiva | 91.00 | 39,485.84 |
| Check | 4/18/2011 | 192 | Michael Brooks | | Neiva | 1,704.81 | 41,190.65 |
| Check | 4/19/2011 | 194 | Michael Brooks | | Neiva | 195.00 | 41,385.65 |
| Check | 4/20/2011 | 195 | Michael Brooks | | Neiva | 216.50 | 41,602.15 |
| Check | 4/22/2011 | 197 | Michael Brooks | | Neiva | 75.00 | 41,677.15 |
| Check | 4/22/2011 | 198 | Tino | | Neiva | 202.00 | 41,879.15 |
| Check | 4/25/2011 | 199 | Robert Cantu | | Neiva | 2,156.83 | 44,035.98 |
| Check | 4/25/2011 | 200 | Michael Brooks | | Neiva | 215.00 | 44,250.98 |
| Check | 4/28/2011 | 202 | Shimoka Hughes | | Neiva | 300.00 | 44,550.98 |
| Check | 4/27/2011 | 203 | Michael Brooks | | Neiva | 1,080.00 | 45,630.98 |
| Check | 4/29/2011 | 204 | Robert Cantu | | Neiva | 60.00 | 45,690.98 |
| Check | 4/29/2011 | 205 | Michael Brooks | | Neiva | 645.00 | 46,335.98 |
| Check | 5/3/2011 | 208 | Robert Cantu | | Neiva | 90.00 | 46,425.98 |
| Check | 5/4/2011 | 207 | Tino | | Neiva | 202.50 | 46,628.48 |
| Check | 5/4/2011 | 209 | Michael Brooks | | Neiva | 1,721.11 | 48,349.59 |
| Check | 5/6/2011 | 211 | Tino | | Neiva | 270.00 | 48,619.59 |
| Check | 5/6/2011 | 212 | Michael Brooks | | Neiva | 743.00 | 49,362.59 |
| Check | 5/6/2011 | 213 | Robert Cantu | | Neiva | 67.50 | 49,430.09 |
| Check | 5/9/2011 | 214 | Robert Cantu | | Neiva | 225.00 | 49,655.09 |
| Check | 5/9/2011 | 215 | Michael Brooks | | Neiva | 902.30 | 50,557.39 |
| Check | 5/12/2011 | 216 | Michael Brooks | | Neiva | 202.00 | 50,759.39 |
| Check | 5/13/2011 | 217 | Tino | | Neiva | 45.00 | 50,804.39 |
| Check | 5/13/2011 | 218 | Robert Cantu | | Neiva | 1,320.53 | 52,124.92 |
| Check | 5/16/2011 | 219 | Robert Cantu | | Neiva | 255.00 | 52,379.92 |
| Check | 5/16/2011 | 220 | Michael Brooks | | Neiva | 868.81 | 53,248.73 |
| Check | 5/20/2011 | 223 | Tino | | Neiva | 217.50 | 53,466.23 |
| Check | 5/23/2011 | 227 | Robert Cantu | | Neiva | 1,483.53 | 54,949.76 |
| Check | 5/23/2011 | 228 | Michael Brooks | | Neiva | 1,026.00 | 55,975.76 |
| Check | 5/25/2011 | 229 | Michael Brooks | | Neiva | 207.00 | 56,182.76 |
| Check | 5/25/2011 | 231 | Michael Brooks | | Neiva | 219.50 | 56,402.26 |
| Check | 5/27/2011 | 232 | Tino | | Neiva | 227.50 | 56,629.76 |
| Check | 5/31/2011 | 235 | Robert Cantu | | Neiva | 1,621.50 | 58,251.26 |
| Check | 5/31/2011 | 236 | Katrina Harper | | Neiva | 756.86 | 59,008.12 |
| Check | 6/3/2011 | 239 | Tino | | Neiva | 360.00 | 59,408.12 |
| Check | 6/7/2011 | 241 | Robert Cantu | | Neiva | 1,215.36 | 60,623.48 |
| Check | 6/7/2011 | 242 | Katrina Harper | | Neiva | 1,115.00 | 61,738.48 |
| Check | 6/10/2011 | 243 | Tino | | Neiva | 380.00 | 62,098.48 |
| Check | 6/13/2011 | 244 | Robert Cantu | | Neiva | 1,110.00 | 63,208.48 |
| Check | 6/13/2011 | 246 | Katrina Harper | | Neiva | 720.00 | 63,928.48 |
| Check | 6/16/2011 | 247 | Daisy Harper | | Neiva | 600.00 | 64,528.48 |
| Check | 6/17/2011 | 248 | Robert Cantu | | Neiva | 720.00 | 65,248.48 |
| Check | 6/20/2011 | 250 | Katrina Harper | | Neiva | 930.00 | 66,178.48 |
| Check | 6/21/2011 | 249 | Daisy Harper | | Neiva | 870.00 | 67,048.48 |
| Check | 6/22/2011 | 252 | Cameo Caregivers | | Neiva | 40.00 | 67,088.48 |
| Check | 6/23/2011 | 256 | Tino | | Neiva | 68.00 | 67,156.48 |
| Check | 6/27/2011 | 257 | Robert Cantu | | Neiva | 1,170.00 | 68,326.48 |
| Check | 6/27/2011 | 258 | Katrina Harper | | Neiva | 926.19 | 69,252.67 |
| Check | 6/29/2011 | 259 | Tino | | Neiva | 360.00 | 69,612.67 |
| Check | 7/1/2011 | 263 | Robert Cantu | | Neiva | 1,121.65 | 70,734.32 |
| Check | 7/5/2011 | 265 | Katrina Harper | | Neiva | 930.00 | 71,664.32 |
| Check | 7/5/2011 | 266 | Robert Cantu | | Neiva | 450.00 | 72,114.32 |
| Check | 7/7/2011 | 269 | Tino | | Neiva | 60.00 | 72,174.32 |
| Check | 7/8/2011 | 270 | Robert Cantu | | Neiva | 1,186.70 | 73,341.02 |
| Check | 7/11/2011 | 271 | Katrina Harper | | Neiva | 915.00 | 74,256.02 |
| Check | 7/15/2011 | 273 | Robert Cantu | | Neiva | 465.00 | 74,721.02 |
| Check | 7/18/2011 | 274 | Katrina Harper | | Neiva | 720.00 | 75,441.02 |
| Check | 7/21/2011 | 275 | Tino | | Neiva | 873.50 | 76,114.52 |
| Check | 7/21/2011 | 276 | Tino | | Neiva | 1,172.66 | 77,287.18 |
| Check | 7/22/2011 | 272 | Tino | | Neiva | 100.00 | 77,387.18 |
| Check | 7/22/2011 | 278 | Robert Cantu | | Neiva | 1,300.06 | 78,687.24 |
| Check | | | | | Neiva | 165.00 | 78,852.24 |

Brunsting Family Living Trust
Detail of Accounts
 12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---------------------------------|------------|------|---------------------------|--|----------|-------------------|-------------------|
| Check | 7/22/2011 | 279 | Katrina Harper | | Neiva | 465.00 | 79,317.24 |
| Check | 7/25/2011 | 277 | Daisy Harper | | Neiva | 60.00 | 79,377.24 |
| Check | 7/25/2011 | 281 | Robert Cantu | | Neiva | 765.00 | 80,142.24 |
| Check | 7/28/2011 | 282 | Tino | | Neiva | 705.00 | 80,847.24 |
| Check | 8/1/2011 | 283 | Robert Cantu | | Neiva | 1,018.00 | 81,865.24 |
| Check | 8/1/2011 | 284 | Katrina Harper | | Neiva | 1,062.47 | 82,927.71 |
| Check | 8/4/2011 | 288 | Tino | | Neiva | 907.50 | 83,835.21 |
| Check | 8/8/2011 | 289 | Robert Cantu | | Neiva | 930.00 | 84,765.21 |
| Check | 8/9/2011 | 290 | Katrina Harper | | Neiva | 465.00 | 85,230.21 |
| Check | 8/11/2011 | 291 | Tino | | Neiva | 1,125.00 | 86,355.21 |
| Check | 8/15/2011 | 301 | Robert Cantu | | Neiva | 946.00 | 87,301.21 |
| Check | 8/15/2011 | 302 | Katrina Harper | | Neiva | 450.00 | 87,751.21 |
| Check | 8/18/2011 | 303 | Tino | | Neiva | 1,146.83 | 88,898.04 |
| Check | 8/19/2011 | 304 | Robert Cantu | | Neiva | 172.50 | 89,070.54 |
| Check | 8/19/2011 | 306 | Katrina Harper | | Neiva | 459.50 | 89,530.04 |
| Check | 8/22/2011 | 308 | Robert Cantu | | Neiva | 735.00 | 90,265.04 |
| Check | 8/24/2011 | 309 | Tino | | Neiva | 1,110.00 | 91,375.04 |
| Check | 8/29/2011 | 311 | Robert Cantu | | Neiva | 1,004.00 | 92,379.04 |
| Check | 8/30/2011 | 312 | Katrina Harper | | Neiva | 517.50 | 92,896.54 |
| Check | 8/1/2011 | 313 | Tino | | Neiva | 1,162.50 | 94,059.04 |
| Check | 9/5/2011 | 314 | Katrina Harper | | Neiva | 173.00 | 94,232.04 |
| Check | 9/8/2011 | 315 | Robert Cantu | | Neiva | 750.00 | 94,982.04 |
| Check | 9/8/2011 | 316 | Daisy Harper | | Neiva | 80.00 | 95,062.04 |
| Check | 9/8/2011 | 317 | Katrina Harper | | Neiva | 440.00 | 95,502.04 |
| Check | 8/8/2011 | 318 | Tino | | Neiva | 1,193.58 | 96,695.63 |
| Check | 9/12/2011 | 319 | Robert Cantu | | Neiva | 750.00 | 97,445.63 |
| Check | 9/13/2011 | 328 | Katrina Harper | | Neiva | 628.15 | 98,073.78 |
| Check | 9/15/2011 | 330 | Tino | | Neiva | 1,034.67 | 99,108.45 |
| Check | 9/19/2011 | 332 | Robert Cantu | | Neiva | 715.00 | 99,823.45 |
| Check | 9/20/2011 | 334 | Katrina Harper | | Neiva | 578.00 | 100,399.45 |
| Check | 9/22/2011 | 335 | Tino | | Neiva | 1,054.46 | 101,453.91 |
| Check | 9/26/2011 | 338 | Robert Cantu | | Neiva | 784.86 | 102,238.77 |
| Check | 9/27/2011 | 339 | Katrina Harper | | Neiva | 630.00 | 102,868.77 |
| Check | 9/29/2011 | 340 | Tino | | Neiva | 810.29 | 103,679.06 |
| Check | 10/3/2011 | 341 | Robert Cantu | | Neiva | 976.34 | 104,655.40 |
| Check | 10/4/2011 | 342 | Katrina Harper | | Neiva | 578.57 | 105,233.97 |
| Check | 10/8/2011 | 344 | Tino | | Neiva | 1,030.00 | 106,263.97 |
| Check | 10/7/2011 | 346 | Robert Cantu | | Neiva | 165.00 | 106,428.97 |
| Check | 10/11/2011 | 348 | Robert Cantu | | Neiva | 570.00 | 106,998.97 |
| Check | 10/11/2011 | 349 | Katrina Harper | | Neiva | 581.66 | 107,576.63 |
| Check | 10/11/2011 | 350 | Robert Cantu | | Neiva | 240.00 | 107,818.63 |
| Check | 10/14/2011 | 351 | Robert Cantu | | Neiva | 515.00 | 108,333.63 |
| Check | 10/17/2011 | 352 | Robert Cantu | | Neiva | 570.00 | 108,903.63 |
| Check | 10/18/2011 | 353 | Katrina Harper | | Neiva | 985.00 | 109,888.63 |
| Check | 10/19/2011 | 357 | Tino | | Neiva | 1,342.50 | 111,231.13 |
| Check | 10/21/2011 | 358 | Katrina Harper | | Neiva | 165.00 | 111,396.13 |
| Check | 10/24/2011 | 363 | Robert Cantu | | Neiva | 860.00 | 112,256.13 |
| Check | 10/25/2011 | 384 | Katrina Harper | | Neiva | 370.00 | 112,626.13 |
| Check | 10/28/2011 | 365 | Tino | | Neiva | 1,187.19 | 113,813.32 |
| Check | 10/31/2011 | CHK | Unknown payee | | Neiva | 793.00 | 114,606.32 |
| Check | 10/31/2011 | 366 | Katrina Harper | | Neiva | 165.00 | 114,771.32 |
| Check | 11/1/2011 | 375 | Katrina Harper | | Neiva | 540.00 | 115,311.32 |
| Check | 11/4/2011 | 378 | Tino | | Neiva | 1,235.29 | 116,546.61 |
| Check | 11/7/2011 | 377 | Robert Cantu | | Neiva | 885.00 | 117,431.61 |
| Check | 11/8/2011 | 401 | Katrina Harper | | Neiva | 360.00 | 117,791.61 |
| Check | 11/14/2011 | 431 | Latoya Harper | | Neiva | 90.00 | 117,881.61 |
| Check | 11/14/2011 | 432 | Katrina Harper | | Neiva | 810.00 | 118,691.61 |
| Check | 11/14/2011 | 433 | Robert Cantu | | Neiva | 541.00 | 119,232.61 |
| Total In Home Care | | | | | | 119,232.61 | 119,232.61 |
| Medical Supplies | | | | | | | |
| Check | 1/3/2011 | 6847 | Medical Aids | | Survivor | 32.48 | 32.48 |
| Check | 1/19/2011 | 104 | Duke Medical Equipm... | | Neiva | 2.54 | 35.02 |
| Check | 4/22/2011 | 184 | Duke Medical Equipm... | | Neiva | 17.75 | 52.77 |
| Check | 7/7/2011 | 7023 | Duke Medical Equipm... | | Survivor | 7.82 | 60.39 |
| Check | 7/7/2011 | 251 | Duke Medical Equipm... | Supplies | Neiva | 5.08 | 65.47 |
| Total Medical Supplies | | | | | | 65.47 | 65.47 |
| Medical Expenses - Other | | | | | | | |
| Check | 1/10/2011 | EFT | Walgreens | Food & Dining Groceries POS DEB 1943 01/03/11 00027165 | Neiva | 21.62 | 21.62 |
| Check | 1/18/2011 | 103 | Memorial City Hermann | | Neiva | 220.00 | 241.62 |
| Check | 1/19/2011 | 105 | Memorial Clinical Ass... | Doctor | Neiva | 8.02 | 249.64 |
| Check | 1/19/2011 | 108 | Radiology West | Doctor | Neiva | 1.23 | 250.87 |
| Check | 1/20/2011 | 106 | Memoria City Surgical... | Doctor | Neiva | 39.74 | 290.61 |
| Check | 2/2/2011 | 118 | Memorial Pathology C... | Doctor | Neiva | 7.10 | 297.71 |
| Check | 2/7/2011 | 117 | Rosewood Family Ph... | Doctor | Neiva | 65.00 | 362.71 |
| Check | 2/9/2011 | 127 | Scheicher Dental | Dentist | Neiva | 106.00 | 468.71 |
| Check | 2/17/2011 | 134 | Medical Chest Associ... | Doctor | Neiva | 15.01 | 483.72 |
| Check | 3/8/2011 | 151 | Memorial City Hermann | | Neiva | 181.58 | 665.30 |
| Check | 3/10/2011 | 150 | Radiology West | | Neiva | 5.37 | 670.67 |
| Check | 3/14/2011 | 153 | ACS Primary Care | | Neiva | 7.56 | 678.23 |
| Check | 4/18/2011 | 188 | ACS Primary Care | | Neiva | 7.23 | 685.46 |
| Check | 4/19/2011 | 183 | Medical Chest Associ... | Doctor | Neiva | 19.52 | 704.98 |
| Check | 4/22/2011 | 193 | Cardiologist Assoc of ... | | Neiva | 28.60 | 733.58 |
| Check | 6/23/2011 | 254 | Memorial Clinical Ass... | Doctor | Neiva | 5.76 | 739.34 |
| Check | 7/1/2011 | 250 | Scheicher Dental | Dentist | Neiva | 143.00 | 882.34 |
| Check | 7/6/2011 | 7024 | Medical Chest Associ... | Medical: Doctor | Neiva | 4.12 | 886.46 |
| Check | 8/5/2011 | 285 | Dr. Achari | Doctor | Neiva | 24.98 | 911.44 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|---------------------------------------|------------|------------|--------------------------|--|----------|------------|------------|
| Check | 8/15/2011 | 298 | memorial Hermann M... | | | | |
| Check | 8/16/2011 | 299 | ACS Primary Care | | Nelva | 13.47 | 923.91 |
| Check | 8/18/2011 | 297 | Azmat Khan MDPA | Doctor | Nelva | 7.23 | 931.14 |
| Check | 8/29/2011 | 310 | Legends Pharmacy | | Nelva | 10.13 | 941.27 |
| Check | 9/13/2011 | 323 | Dentax | Doctor | Nelva | 42.00 | 983.27 |
| Check | 9/13/2011 | 324 | Memorial City Hermann | | Nelva | 155.40 | 1,138.67 |
| Check | 9/16/2011 | 321 | ACS Primary Care | Doctor | Nelva | 25.00 | 1,163.67 |
| Check | 9/22/2011 | 327 | Memorial City Hermann | | Nelva | 6.87 | 1,170.54 |
| Check | 9/28/2011 | 320 | Dr. Khawaja | Doctor | Nelva | 59.77 | 1,230.31 |
| Check | 10/18/2011 | 355 | OC Pharmacy | Medicine | Nelva | 28.04 | 1,258.35 |
| Check | 10/19/2011 | 354 | Oncology Consultants | Doctor | Nelva | 10.00 | 1,268.35 |
| Check | 11/7/2011 | EFT | Mht Nutrit Svca H | | Nelva | 22.48 | 1,290.83 |
| Check | 11/10/2011 | 371 | Dr. Achari | Doctor | Nelva | 8.12 | 1,298.95 |
| Check | 11/10/2011 | 372 | Northwoods Urology | Doctor | Nelva | 29.30 | 1,328.25 |
| Check | 11/14/2011 | 374 | Medical Chest Assoc... | Doctor | Nelva | 84.97 | 1,413.22 |
| Check | 12/6/2011 | 7041 | Justin Alexander | for kt - reimburse Medical | Nelva | 34.42 | 1,447.64 |
| Check | 12/15/2011 | 103 | Memorial City Hermann | Doctor | Survivor | 40.00 | 1,487.64 |
| Check | 12/22/2011 | 107 | Kelsey-Seybold Clinic | Doctor | Survivor | 41.72 | 1,529.36 |
| Check | 12/22/2011 | 108 | Memorial City Hermann | Doctor | Survivor | 13.92 | 1,543.28 |
| Check | 12/22/2011 | 109 | ACS Primary Care | Doctor | Survivor | 226.40 | 1,769.68 |
| Check | 1/23/2012 | 113 | Northwoods Urology | Doctor | Survivor | 6.87 | 1,776.55 |
| Check | 2/24/2012 | 112 | Dr. Annie Uralit | Doctor | Survivor | 740.77 | 2,517.32 |
| Check | 4/16/2012 | 120 | Houston Progressive ... | Doctor | Survivor | 44.06 | 2,561.38 |
| Check | 4/16/2012 | 121 | Medical Chest Assoc... | Doctor | Survivor | 2.20 | 2,563.58 |
| | | | | | Survivor | 5.40 | 2,568.98 |
| Total Medical Expenses - Other | | | | | | 2,568.98 | 2,568.98 |
| Total Medical Expenses | | | | | | 121,867.06 | 121,867.06 |
| Miscellaneous Expenses | | | | | | | |
| Check | 1/18/2011 | 107 | Hull Co-op | Misc | Nelva | 238.50 | 238.50 |
| Check | 11/14/2011 | WDRL | Withdrawal | NO INFORMATION GIVEN FOR THIS TRANSACTION AND BA... | Nelva | 6,500.00 | 6,738.50 |
| Check | 11/14/2011 | EFT | Houston Metro Ca | Misc | Nelva | 15.22 | 6,753.72 |
| Total Miscellaneous Expenses | | | | | | 6,753.72 | 6,753.72 |
| Office Supplies | | | | | | | |
| Check | 1/13/2011 | EFT | Bank of America | Check Order | Survivor | 15.00 | 15.00 |
| Check | 12/31/2012 | 141 | Office Depot | Printer Ink | Survivor | 48.70 | 63.70 |
| Total Office Supplies | | | | | | 63.70 | 63.70 |
| Payments to Credit Cards | | | | | | | |
| Bank of America Credit Cards | | | | | | | |
| Check | 2/1/2011 | EFT | Bank of America Cre... | | Nelva | 43.29 | 43.29 |
| Check | 3/1/2011 | EFT | Bank of America Cre... | Household | Survivor | 282.47 | 325.76 |
| Check | 3/18/2011 | EFT | Bank of America Cre... | | Nelva | 84.82 | 410.58 |
| Check | 4/1/2011 | EFT | Bank of America Cre... | Payment | Survivor | 38.00 | 448.58 |
| Check | 5/2/2011 | EFT | Bank of America Cre... | | Survivor | 2,967.61 | 3,416.19 |
| Check | 6/1/2011 | EFT | Bank of America Cre... | Credit card | Survivor | 8,355.65 | 9,771.84 |
| Check | 9/1/2011 | EFT | Bank of America Cre... | | Survivor | 3,256.32 | 13,028.16 |
| Check | 11/7/2011 | EFT | Bank of America Cre... | | Survivor | 323.88 | 13,352.04 |
| Check | 12/2/2011 | EFT | Bank of America Cre... | | Survivor | 359.79 | 13,711.83 |
| Check | 2/2/2012 | EFT | Bank of America Cre... | | Survivor | 269.84 | 13,981.67 |
| Check | 3/2/2012 | EFT | Bank of America Cre... | | Survivor | 61.32 | 14,042.99 |
| Total Bank of America Credit Cards | | | | | | 14,042.99 | 14,042.99 |
| Bluebonnet Credit Union Cred Cd | | | | | | | |
| Check | 1/18/2011 | EFT | Bank of America Cre... | Payment | Nelva | 725.00 | 725.00 |
| General Journal | 1/19/2011 | EJ20120455 | | Return of Posted Check / Nam (R - BOA Cr Cd payment) | Nelva | -725.00 | 0.00 |
| Check | 1/21/2011 | EFT | Bank of America Cre... | Payment | Nelva | 725.00 | 725.00 |
| Check | 3/14/2011 | 152 | Bluebonnet Credit Uni... | Credit card | Nelva | 3,248.57 | 3,973.57 |
| Check | 3/15/2011 | 312 | Cardmember Serv | Credit Card | Nelva | 111.00 | 4,084.57 |
| Check | 5/26/2011 | 225 | Bluebonnet Credit Uni... | Credit card | Nelva | 1,852.24 | 5,936.81 |
| Check | 5/27/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 1,864.49 | 7,801.30 |
| Check | 6/21/2011 | 9000 | Cardmember Serv | payment | Nelva | 195.00 | 7,996.30 |
| Check | 7/18/2011 | EFT | Bluebonnet Credit Uni... | w medical | Survivor | 175.47 | 8,171.77 |
| Check | 8/16/2011 | EFT | Bluebonnet Credit Uni... | with medical | Survivor | 1,172.08 | 9,343.85 |
| Check | 9/19/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 790.04 | 10,133.89 |
| Check | 10/18/2011 | EFT | Bluebonnet Credit Uni... | w/medical | Survivor | 687.84 | 10,821.73 |
| Check | 11/29/2011 | EFT | Bluebonnet Credit Uni... | includes medical | Survivor | 1,165.23 | 11,986.96 |
| Total Bluebonnet Credit Union Cred Cd | | | | | | 11,986.96 | 11,986.96 |
| Total Payments to Credit Cards | | | | | | 26,029.95 | 26,029.95 |
| Personal Care | | | | | | | |
| Check | 2/25/2011 | 139 | Sivana | Hair | Nelva | 52.00 | 52.00 |
| Check | 5/27/2011 | 230 | Sivana | hair | Nelva | 25.00 | 77.00 |
| Check | 6/13/2011 | EFT | Target | Shopping-Clothing | Nelva | 53.12 | 130.12 |
| Check | 6/13/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 125.93 | 256.05 |
| Check | 6/20/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 61.70 | 317.75 |
| Check | 6/20/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 251.94 | 569.69 |
| General Journal | 6/21/2011 | EJ20120468 | | ATM - Target - Shopping - Clothing | Nelva | -53.12 | 516.57 |
| Check | 8/21/2011 | EFT | Target | Shopping - Clothing | Nelva | 30.84 | 547.41 |
| General Journal | 7/11/2011 | EJ20120470 | | ATM JCPenney Shopping - Clothing | Nelva | -140.42 | 406.99 |
| Check | 7/11/2011 | EFT | Stain Mart | Shopping - Clothing | Nelva | 102.77 | 509.76 |
| Check | 7/11/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 80.05 | 589.81 |
| Check | 7/18/2011 | EFT | J C Penney | Shopping - Clothing | Nelva | 208.33 | 798.14 |
| Total Personal Care | | | | | | 798.14 | 798.14 |
| Pet Care | | | | | | | |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|--------------------------------------|------------|------------|-------------------------|---|----------|-----------|-----------|
| Pet Food and Supplies | | | | | | | |
| Check | 2/28/2011 | EFT | Petsmart | Food & Dining:Groceries | Nelva | 36.79 | 36.79 |
| Check | 7/29/2011 | EFT | Petsmart | | Nelva | 32.89 | 69.68 |
| Total Pet Food and Supplies | | | | | | 69.68 | 69.68 |
| Veterinary Expenses | | | | | | | |
| Check | 5/23/2011 | EFT | Houston Veterinary | Carole covered healthcare worked pay when this acct was low - ... | Nelva | 1,019.72 | 1,019.72 |
| Check | 8/14/2011 | EFT | Houston Veterinary | Carole had to cover worker pay - Reimbursement | Nelva | 216.80 | 1,236.52 |
| General Journal | 6/15/2011 | EJ20120467 | | ATM - Checkcard 0612 Houston Veterinary | Nelva | -433.60 | 802.92 |
| Check | 9/19/2011 | EFT | Equine Sports Med | Carole covered worker pay - Reimbursement | Nelva | 812.50 | 1,615.42 |
| Check | 10/3/2011 | EFT | Greenway Animal C | Carole covered worker pay - Reimbursement | Nelva | 360.82 | 1,976.24 |
| Total Veterinary Expenses | | | | | | 1,976.24 | 1,976.24 |
| Total Pet Care | | | | | | 2,045.92 | 2,045.92 |
| Postage | | | | | | | |
| Check | 3/21/2012 | 118 | Postmaster | Estate tax info to Rich | Survivor | 14.80 | 14.80 |
| Check | 4/18/2012 | 126 | Postmaster | Mailing Cert Life Ins Checks | Survivor | 12.60 | 27.40 |
| Check | 8/27/2012 | 134 | Postmaster | Trust docs | Survivor | 29.19 | 56.59 |
| Check | 7/18/2012 | 136 | Postmaster | Papers to lawyer | Survivor | 15.45 | 72.04 |
| Check | 4/4/2013 | 144 | Postmaster | contract to g. vie | Survivor | 6.11 | 78.15 |
| Total Postage | | | | | | 78.15 | 78.15 |
| Professional Fees | | | | | | | |
| Check | 6/9/2011 | 7017 | Kroese & Kroese | Mom - Tax preparations | Survivor | 561.93 | 561.93 |
| Check | 6/9/2011 | 7018 | Kroese & Kroese | Decedents trust Tax preparation | Survivor | 1,123.87 | 1,685.80 |
| Check | 9/5/2011 | 7029 | Kroese & Kroese | farm lease Tax preparation | Survivor | 203.06 | 1,888.86 |
| Check | 10/20/2011 | 7031 | Kroese & Kroese | Tax preparation | Survivor | 700.00 | 2,588.86 |
| Check | 3/11/2012 | 116 | Kroese & Kroese | Farm appraisal/mgmt | Survivor | 2,175.00 | 4,763.86 |
| Check | 4/13/2012 | 119 | Kroese & Kroese | Tax preparation | Survivor | 1,050.00 | 5,813.86 |
| Check | 5/16/2012 | 102 | Kroese & Kroese | Accounting services | Elmer | 750.00 | 6,563.86 |
| Check | 5/16/2012 | 103 | Kroese & Kroese | Accounting services - farm contract and trust advice | Elmer | 1,000.00 | 7,563.86 |
| Total Professional Fees | | | | | | 7,563.86 | 7,563.86 |
| Repairs and Maintenance | | | | | | | |
| Check | 8/13/2011 | EFT | Sears | Home appliance repair | Nelva | 134.93 | 134.93 |
| Check | 8/16/2011 | 285 | P&M Air Conditioning | Home repair | Nelva | 148.38 | 283.31 |
| Check | 2/29/2012 | 115 | Durapier | Leveling house - home repair | Survivor | 500.00 | 783.31 |
| Total Repairs and Maintenance | | | | | | 783.31 | 783.31 |
| Supplies | | | | | | | |
| Check | 1/31/2011 | EFT | Lowe's | Garden | Nelva | 0.95 | 0.95 |
| Check | 2/22/2011 | EFT | Lowe's | Garden | Nelva | 22.99 | 23.94 |
| Check | 6/27/2011 | EFT | Lowe's | Garden | Nelva | 5.89 | 29.83 |
| Total Supplies | | | | | | 29.83 | 29.83 |
| Taxes | | | | | | | |
| Taxes - Federal | | | | | | | |
| Check | 1/25/2011 | 7001 | United States Treasury | 2010 Estimated Taxes | Survivor | 2,840.00 | 2,840.00 |
| Check | 4/15/2011 | 7010 | United States Treasury | Decedents trust 2010 tax | Survivor | 7,995.00 | 9,935.00 |
| Check | 4/15/2011 | 7011 | United States Treasury | Decedents trust 2011 tax qtr est | Survivor | 1,780.00 | 11,715.00 |
| Check | 4/15/2011 | 7012 | United States Treasury | Surv Trust 2011 tax qtr est | Survivor | 3,095.00 | 14,810.00 |
| Check | 4/15/2011 | 7013 | United States Treasury | Surv Trust 2010 tax | Survivor | 3,620.00 | 18,430.00 |
| Check | 6/8/2011 | 7020 | United States Treasury | Surv Trust 2010 tax qtrly Tax:Fed | Survivor | 3,620.00 | 22,050.00 |
| Check | 6/9/2011 | 7022 | United States Treasury | Dec Trust 2010 tax qtrly Tax:Fed | Survivor | 1,780.00 | 23,830.00 |
| Check | 9/5/2011 | 7027 | United States Treasury | Sept mom's trust pmt | Survivor | 2,100.00 | 25,930.00 |
| Check | 9/5/2011 | 7028 | United States Treasury | Sept dad's trust pmt | Survivor | 1,780.00 | 27,710.00 |
| Check | 12/15/2011 | 104 | United States Treasury | Tax:Fed | Survivor | 1,780.00 | 29,490.00 |
| Check | 4/4/2013 | 146 | United States Treasury | Tax:Fed | Survivor | 20.00 | 29,510.00 |
| Check | 4/14/2013 | 104 | United States Treasury | Tax:Fed | Elmer | 23,906.00 | 53,416.00 |
| Total Taxes - Federal | | | | | | 53,416.00 | 53,416.00 |
| Taxes - Property | | | | | | | |
| Check | 1/19/2011 | 7004 | Tax Assessor-Collector | 098-560-000-0031 | Survivor | 1,112.87 | 1,112.87 |
| Check | 3/2/2011 | 145 | Wilchester West Fund | Tax:zzzzzz | Nelva | 385.23 | 1,478.10 |
| Check | 4/8/2011 | EFT | County Treasurer | DES: TAX ID: 971 farm | Survivor | 1,387.40 | 2,865.50 |
| Check | 6/9/2011 | 7019 | Wilchester West Fund | Tax:ZZZZZ 13630 Pinerock | Survivor | 327.00 | 3,192.50 |
| Check | 10/4/2011 | EFT | County Treasurer | DES:Tax ID:119 farm | Survivor | 1,598.40 | 4,790.90 |
| Check | 11/23/2011 | EFT | Spring Branch ISD | DES: checkpaymt Tax:ZZZZZZZ | Survivor | 227.24 | 5,018.14 |
| Check | 12/15/2011 | 102 | Wilchester West Fund | Tax:zzzzzzzz 13630 Pinerock | Survivor | 359.00 | 5,377.14 |
| Check | 1/19/2012 | 114 | HC Property Tax | | Survivor | 1,285.05 | 6,662.19 |
| Check | 10/15/2012 | EFT | County Treasurer | DES: Tax ID: 166 | Elmer | 1,586.40 | 8,248.59 |
| Check | 3/18/2013 | EFT | County Treasurer | DES: Tax ID: 178 - Farm Tax | Elmer | 1,583.40 | 9,811.99 |
| Total Taxes - Property | | | | | | 9,811.99 | 9,811.99 |
| Taxes -State | | | | | | | |
| Check | 2/1/2011 | 7002 | State of Iowa Treasurer | | Survivor | 330.00 | 330.00 |
| Check | 6/9/2011 | 7021 | Treasurer State of Iowa | | Survivor | 47.00 | 377.00 |
| Check | 9/5/2011 | 7028 | Treasurer State of Iowa | mom | Survivor | 230.00 | 607.00 |
| General Journal | 4/23/2012 | EJ20120415 | | Deposit Iowa Tax Refund | Survivor | -690.00 | -83.00 |
| Check | 9/10/2012 | 138 | Treasurer State of Iowa | Amended taxes | Survivor | 79.00 | -4.00 |
| Check | 4/14/2013 | 105 | Treasurer State of Iowa | | Elmer | 4,797.00 | 4,793.00 |
| Total Taxes -State | | | | | | 4,793.00 | 4,793.00 |
| Total Taxes | | | | | | 68,020.99 | 68,020.99 |
| Telephone Expense | | | | | | | |
| Check | 1/24/2011 | EFT | Verizon | | Nelva | 106.42 | 106.42 |

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|--------------------------------|------------|------|-----------------------|--|----------|-----------------|-----------------|
| Check | 1/27/2011 | EFT | AT&T | | Survivor | 68.88 | 175.10 |
| Check | 2/24/2011 | EFT | Verizon | | Naiva | 172.35 | 347.45 |
| Check | 2/28/2011 | 7008 | AT&T | (SBC-AR, KS, MO, OK, TX) B | Survivor | 76.39 | 423.84 |
| Check | 3/15/2011 | EFT | AT&T | (SBC-AR, KS, MO, OK, TX) B | Survivor | 70.42 | 494.28 |
| Check | 3/28/2011 | EFT | Verizon | | Naiva | 138.92 | 633.18 |
| Check | 4/21/2011 | EFT | Verizon | | Naiva | 72.88 | 706.06 |
| Check | 4/26/2011 | EFT | AT&T | (SBC-AR, KS, MO, OK, TX) B | Survivor | 176.85 | 882.91 |
| Check | 5/9/2011 | EFT | AT&T | | Survivor | 177.21 | 1,060.12 |
| Check | 5/27/2011 | EFT | AT&T | | Survivor | 95.73 | 1,155.85 |
| Check | 6/6/2011 | EFT | Verizon | | Naiva | 225.00 | 1,380.85 |
| Check | 6/9/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 154.09 | 1,534.94 |
| Check | 6/29/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 86.12 | 1,621.06 |
| Check | 7/5/2011 | EFT | Verizon | | Naiva | 282.03 | 1,903.09 |
| Check | 7/11/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 224.42 | 2,127.51 |
| Check | 7/27/2011 | EFT | AT&T | Bill(SBC-AR, KS, MO, OK, TX) B | Survivor | 82.16 | 2,209.67 |
| Check | 8/2/2011 | EFT | Verizon | | Naiva | 245.03 | 2,454.70 |
| Check | 8/10/2011 | EFT | AT&T | DES:Payment ID: 787780565AUS | Survivor | 170.89 | 2,625.59 |
| Check | 8/25/2011 | EFT | Verizon | | Naiva | 242.00 | 2,867.59 |
| Check | 8/28/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) bill payment | Survivor | 84.47 | 2,952.06 |
| Check | 9/12/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 168.71 | 3,120.77 |
| Check | 9/23/2011 | EFT | Verizon | | Naiva | 137.66 | 3,258.43 |
| Check | 9/26/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 84.47 | 3,342.90 |
| Check | 10/11/2011 | EFT | AT&T | DES:Payment ID:787780565AUS | Survivor | 184.35 | 3,527.25 |
| Check | 11/11/2011 | EFT | Verizon | | Naiva | 189.54 | 3,716.78 |
| Check | 11/8/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 84.44 | 3,801.23 |
| Check | 11/10/2011 | EFT | AT&T | DES:Payment ID: 787780565AUS | Survivor | 168.24 | 3,969.47 |
| Check | 11/23/2011 | EFT | Verizon | | Naiva | 192.13 | 4,161.60 |
| Check | 12/5/2011 | EFT | AT&T | Bill (SBC-AR, KS, MO, OK, TX) B | Survivor | 90.82 | 4,252.42 |
| Check | 12/28/2011 | EFT | AT&T | Bill(SBC-AR,KS,MO,OK, TX) B | Survivor | 108.59 | 4,361.01 |
| Check | 1/31/2012 | EFT | AT&T | Bill (SBC-AR,KS,MO,OK, TX) B | Survivor | 86.00 | 4,447.01 |
| Check | 2/14/2012 | EFT | AT&T | Bill (SBC-AR,KS,MO,OK, TX) | Survivor | 72.16 | 4,519.17 |
| Total Telephone Expense | | | | | | 4,519.17 | 4,519.17 |
| Utilities | | | | | | | |
| Cable TV | | | | | | | |
| Check | 1/5/2011 | EFT | Comcast | | Survivor | 64.04 | 64.04 |
| Check | 1/27/2011 | EFT | Comcast | | Survivor | 59.77 | 123.81 |
| Check | 2/25/2011 | EFT | Comcast | | Survivor | 67.85 | 191.46 |
| Check | 3/23/2011 | EFT | Comcast | | Survivor | 63.71 | 255.17 |
| Check | 4/26/2011 | EFT | Comcast | | Survivor | 63.71 | 318.88 |
| Check | 4/28/2011 | EFT | Comcast | | Survivor | 63.71 | 382.59 |
| Check | 5/28/2011 | EFT | Comcast | | Survivor | 11.52 | 394.11 |
| Check | 5/31/2011 | EFT | Comcast | | Survivor | 11.52 | 405.63 |
| Check | 6/28/2011 | EFT | Comcast | Elmer H Brunsting | Survivor | 52.20 | 457.83 |
| Check | 7/28/2011 | EFT | Comcast | Elmer | Survivor | 63.72 | 521.55 |
| Check | 8/29/2011 | EFT | Comcast | | Survivor | 63.72 | 585.27 |
| Check | 9/28/2011 | EFT | Comcast | | Survivor | 63.72 | 648.99 |
| Check | 10/28/2011 | EFT | Comcast | | Survivor | 63.71 | 712.70 |
| Check | 11/29/2011 | EFT | Comcast | | Survivor | 63.71 | 776.41 |
| Total Cable TV | | | | | | 776.41 | 776.41 |
| Electricity | | | | | | | |
| Check | 1/21/2011 | EFT | Stream Energy of TX | | Survivor | 134.05 | 134.05 |
| Check | 2/18/2011 | EFT | Stream Energy of TX | Utilities: Gas & Electric | Survivor | 106.89 | 240.94 |
| Check | 3/15/2011 | EFT | Stream Energy of TX | | Survivor | 100.71 | 341.65 |
| Check | 4/18/2011 | EFT | Stream Energy of TX | | Survivor | 93.99 | 435.64 |
| Check | 5/19/2011 | EFT | Stream Energy of TX | | Survivor | 174.61 | 610.25 |
| Check | 6/17/2011 | EFT | Stream Energy of TX | Bill payment | Survivor | 217.04 | 827.29 |
| Check | 7/18/2011 | EFT | Stream Energy of TX | Bill payment | Survivor | 166.12 | 993.41 |
| Check | 8/17/2011 | EFT | Stream Energy of TX | bill payment | Survivor | 308.10 | 1,301.51 |
| Check | 9/16/2011 | EFT | Stream Energy of TX | bill payment | Survivor | 344.55 | 1,646.06 |
| Check | 10/17/2011 | EFT | Stream Energy of TX | | Survivor | 217.43 | 1,863.49 |
| Check | 11/15/2011 | EFT | Stream Energy of TX | payment | Survivor | 180.88 | 2,024.17 |
| Check | 12/28/2011 | EFT | Stream Energy of TX | PAYMENT | Survivor | 81.95 | 2,106.12 |
| Check | 1/20/2012 | EFT | Stream Energy of TX | | Survivor | 59.96 | 2,166.08 |
| Check | 2/17/2012 | EFT | Stream Energy of TX | | Survivor | 19.10 | 2,185.18 |
| Check | 3/26/2012 | EFT | Stream Energy of TX | | Survivor | 39.19 | 2,224.37 |
| Check | 4/25/2012 | EFT | Stream Energy of TX | Payment | Survivor | 25.00 | 2,249.37 |
| Check | 5/7/2012 | 133 | Stream Energy of TX | | Survivor | 10.53 | 2,259.90 |
| Total Electricity | | | | | | 2,259.90 | 2,259.90 |
| Gas | | | | | | | |
| Check | 1/19/2011 | 7005 | Entex | | Survivor | 130.42 | 130.42 |
| Check | 4/18/2011 | EFT | Entex | PPD | Naiva | 323.62 | 454.04 |
| Check | 6/22/2011 | EFT | Entex | PPD | Naiva | 73.47 | 527.51 |
| Check | 8/15/2011 | 296 | Entex | | Naiva | 52.48 | 579.99 |
| Check | 9/14/2011 | 325 | Entex | | Naiva | 42.58 | 622.58 |
| Check | 11/23/2011 | EFT | Entex | PPD | Survivor | 65.68 | 688.24 |
| Check | 12/22/2011 | 106 | Centerpoint Energy | PPD | Survivor | 54.62 | 742.86 |
| Check | 3/11/2012 | 117 | Centerpoint Energy | PPD | Survivor | 158.09 | 900.95 |
| Check | 6/7/2012 | 132 | Entex | PPD | Survivor | 41.71 | 942.66 |
| Total Gas | | | | | | 942.66 | 942.66 |
| Water | | | | | | | |
| Check | 12/23/2010 | EFT | City of Houston Water | | Naiva | 52.74 | 52.74 |
| Check | 1/21/2011 | EFT | City of Houston Water | | Survivor | 80.94 | 133.68 |
| Check | 3/1/2011 | EFT | City of Houston Water | Water Bill | Survivor | 52.74 | 186.42 |
| Check | 4/4/2011 | EFT | City of Houston Water | | Survivor | 90.34 | 276.76 |

Page 18

17-20360.1143

**Brunsting Family Living Trust
Detail of Accounts**

12/21/2010-05/31/2013

| Type | Date | Num | Name | Memo | Class | Amount | Balance |
|-------------------------------------|------------|------------|-----------------------|--|----------|-------------|-------------|
| Check | 5/11/2011 | eft | City of Houston Water | WATER BILL | Survivor | 99.74 | 376.50 |
| Check | 6/9/2011 | EFT | City of Houston Water | DES: Water bill I | Survivor | 130.35 | 506.85 |
| Check | 8/22/2011 | 7710 | Electchik | Bcf - 14411 We 06/ Westh, Houston, TX #000032384 | Survivor | 314.57 | 821.42 |
| Check | 7/11/2011 | EFT | City of Houston Water | DES:Water bill I | Survivor | 282.51 | 1,103.93 |
| Check | 8/8/2011 | EFT | City of Houston Water | DES: water bill I | Survivor | 277.78 | 1,381.71 |
| Check | 9/8/2011 | EFT | City of Houston Water | DES:water bill I | Survivor | 285.10 | 1,646.81 |
| Check | 10/12/2011 | EFT | City of Houston Water | DES:water bill I | Survivor | 227.06 | 1,873.87 |
| Check | 11/10/2011 | EFT | City of Houston Water | DES: water bill I | Survivor | 201.70 | 2,075.57 |
| Check | 12/9/2011 | EFT | City of Houston Water | DES:Water bill I | Survivor | 252.42 | 2,327.99 |
| Check | 1/9/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 115.49 | 2,443.48 |
| Check | 2/13/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 47.13 | 2,490.61 |
| Check | 3/19/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 20.42 | 2,511.03 |
| Check | 4/12/2012 | EFT | City of Houston Water | DES:Water bill I | Survivor | 26.19 | 2,537.22 |
| Total Water | | | | | | 2,537.22 | 2,537.22 |
| Total Utilities | | | | | | 6,516.19 | 6,516.19 |
| Total Expense | | | | | | 418,844.23 | 418,844.23 |
| Net Ordinary Income | | | | | | 411,325.12 | 411,325.12 |
| Other Income/Expense | | | | | | | |
| Other Expense | | | | | | | |
| FMV of Stocks Transferred Out | | | | | | | |
| General Journal | 5/11/2011 | EJ20110622 | | Distribute 1,120 Sh Exxon Stock to Amy Brunsting | Survivor | 90,854.40 | 90,854.40 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 1,325 Sh Exxon to Carole Brunsting | Elmer | 110,597.75 | 201,452.15 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 160 Sh Exxon to Candy Curtis | Survivor | 13,355.20 | 214,807.35 |
| General Journal | 8/15/2011 | EJ20110621 | | Distribute 160 Sh Exxon to Anita Brunsting | Survivor | 13,355.20 | 228,162.55 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Ann Brunsting | Nelva | 14,162.85 | 242,325.40 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Anita Brunsting | Nelva | 14,162.85 | 256,488.25 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Jack Brunsting | Nelva | 14,162.85 | 270,651.10 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Katie Riley | Nelva | 14,162.85 | 284,813.95 |
| General Journal | 6/15/2011 | EJ20110621 | | Distribute 135 Sh Chevron to Luke Riley | Nelva | 14,162.85 | 298,976.80 |
| Total FMV of Stocks Transferred Out | | | | | | 298,976.80 | 298,976.80 |
| Total Other Expense | | | | | | 298,976.80 | 298,976.80 |
| Net Other Income | | | | | | -298,976.80 | -298,976.80 |
| Net Income | | | | | | 112,348.32 | 112,348.32 |

02102015:0838:P0180

02112015:1339:P0048

EXHIBIT 3

UNOFFICIAL COPY

Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13 Page 38 of 38
Curtis V BrunstingStock Distribution Analysis
Exhibit 3

| Approximate
Date | Exxon/Mobil | | Chevron Corporation | | Totals | |
|---------------------|--------------------|-------------------|---------------------|------------------|--------------------|-------------------|
| | Shares | Value | Shares | Value | Shares | Value |
| Amy Brunsting | | | | | | |
| 5/11/2011 | 1,120.00000 | 90,854.40 | | | 1,120.00000 | 90,854.40 |
| Carole Brunsting | | | | | | |
| 6/15/2011 | 1,325.00000 | 110,597.75 | | | 1,325.00000 | 110,597.75 |
| Candy Curtis | | | | | | |
| 6/15/2011 | 160.00000 | 13,355.20 | | | 160.00000 | 13,355.20 |
| Ann Brunsting | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Jack Brunsting | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Katie Riley | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Luke Riley | | | | | | |
| 6/15/2011 | | | 135.00000 | 14,162.85 | 135.00000 | 14,162.85 |
| Anita Brunsting | | | | | | |
| 6/15/2011 | 160.00000 | 13,355.20 | 135.00000 | 14,162.85 | 295.00000 | 27,518.05 |
| Totals | <u>2,765.00000</u> | <u>228,162.55</u> | <u>675.00000</u> | <u>70,814.25</u> | <u>3,440.00000</u> | <u>298,976.80</u> |
| Recap by Date | | | | | | |
| 5/11/2011 | 1,120.00000 | 90,854.40 | | | 1,120.00000 | 90,854.40 |
| 6/15/2011 | 1,325.00000 | 110,597.75 | | | 1,325.00000 | 110,597.75 |
| 6/15/2011 | 320.00000 | 26,710.40 | 675.00000 | 70,814.25 | 995.00000 | 97,524.65 |
| | <u>2,765.00000</u> | <u>228,162.55</u> | <u>675.00000</u> | <u>70,814.25</u> | <u>3,440.00000</u> | <u>298,976.80</u> |

02102015:0838:P01B1

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02112015:1339:P0050

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Exhibit C

Case 4:12-cv-00592 Document 112 Filed in TXSD on 05/15/14 Page 1 of 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

02102015:0838:P0183

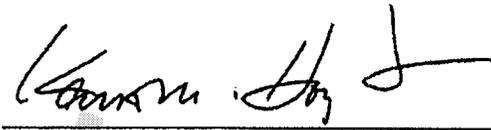
02112015:1399:P0051

Case 4:12-cv-00592 Document 112 Filed in TXSD on 05/15/14 Page 2 of 2

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.



Kenneth M. Hoyt
United States District Judge

02112015:1339:P0052

02102015:0838:P0184

Exhibit 17

PLAINTIFFS RESPONSE TO THE REPORT OF MASTER AND APPLICATIONS FOR
ORDERS August 13, 2013 demanding defendants account for EE bonds

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

| | | |
|-----------------------------|---|--------------------------------|
| CANDACE LOUISE CURTIS | § | |
| Plaintiff, | § | |
| | § | |
| v | § | CIVIL ACTION NO. 4:12-cv-00592 |
| | § | Jury |
| ANITA KAY BRUNSTING, et al. | § | |
| Defendants. | § | |

**PLAINTIFF’S RESPONSE TO THE REPORT OF MASTER AND
APPLICATIONS FOR ORDERS**

1. Statement of the Case

1.1 Plaintiff and Defendants are siblings. Their parents, Elmer and Nelva Brunsting, created a living trust for their benefit and for the benefit of their five children. The stated co-successor beneficiary distribution was to be equal, 1/5 for each of the five Brunsting children: Candace, Carole, Carl, Amy, and Anita. The trust was also structured to preserve the Brunsting legacy for Elmer and Nelva’s grandchildren.

1.2 Plaintiff Curtis’ father died April 1, 2009 and her mother died November 11, 2011.

1.3 On February 27, 2012, Plaintiff filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud, and intentional infliction of

emotional distress, alleging that the Defendants, acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments, and refused to account for trust assets or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in this process.

1.4 On May 9, 2013, the Court ordered the appointment of William G. West as Master to perform an accounting. The Report of Master¹, dated July 31, 2013, was submitted to the Court and the Court set this matter for hearing on September 3, 2013, with a deadline for filing objections to the report and the accountant's invoice on or before August 27, 2013.

¹ Case 4:12-cv-00592 Document 62 Filed in TXSD on 08/08/13

2. The Report of Master

2.1 The Report of Master (“Report”) corroborates Plaintiff’s claims that Defendants have refused to account for trust assets, to report on any other acts of administration, concealed information that they have a fiduciary duty to disclose, and that Defendants failed to keep accurate books and records, and therefore are unwilling or unable to account.

2.2 The Report indicates to Plaintiff that Defendants have failed to keep any books whatsoever, and cannot or will not produce all of the records necessary for a full, true and complete accounting of trust assets, income, and expenditures. Many of these records they have simply claimed as “missing”, after numerous requests from the Master to provide the information.

2.3 Therefore, on the basis of the absence of records, as shown by the Report, Plaintiff objects to the accounting provided by Defendants as incomplete, and hereby challenges all transactions.

3. General Challenge to Validity of Transactions

3.1 Defendants’ inability or unwillingness to disclose supporting evidence that would give the accounting veracity, continues to inform this Plaintiff’s belief that Defendants have something to hide.

3.2 Plaintiff hereby generally challenges all transactions, including but not limited to those claimed to be gifts, reimbursements, trustee compensation, and legal expenses. Plaintiff specifically challenges all transactions from which Defendants personally benefited.

4. Known Assets of the Trust Unaccounted For

4.1 Plaintiff has personal knowledge that U.S. Treasury Series EE/E Savings Bonds existed after the death of Nelva Brunsting and have not appeared on any schedule of assets to date.

5. Application for Order to Obtain Records Regarding U.S. Treasury Bonds

5.1 Plaintiff moves this court for an order for procurement of the records on file with the U.S. Treasury, pursuant to the attached proposed order.

6. Application for Order to Obtain Additional Records and Records Noted in the Master's Report to be "Missing"

6.1 The extent to which the trust assets have been mismanaged cannot be determined without complete transparency and documentation. Plaintiff therefore moves this court for an order for procurement of additional and "missing" records pursuant to the attached proposed order.

7. Challenge to Validity of Securities Transactions

7.1 The Report reflects stock distributions to the Defendants and their children. Plaintiff specifically challenges all stock transactions from which Defendants personally benefited. Defendants did not notice Plaintiff, nor obtain her consent, for distributions that benefited the Defendants substantially more than, and to the exclusion of, other co-beneficiaries.

8. Other Relief Requested

8.1 Plaintiff requests that Defendants be ordered to bear the costs associated with the execution of these orders.

8.2 Plaintiff further requests that the Preliminary Injunction remain in full force and effect.

8.3 Plaintiff further respectfully requests that this Court grant any other available relief that it finds reasonable or necessary under the totality of the circumstances.

Respectfully submitted, Monday, August 26, 2013

/s/ _____
Candace Louise Curtis
1215 Ulfinian Way
Martinez, CA 94553
925-759-9020
occurtis@sbcglobal.net

Exhibit 18

Transcript: Hearing on Report of Special Master September 3, 2013

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS . Civil Action
. No. H-12-592

VS.

ANITA KAY BRUNSTING, ET . SEPTEMBER 3, 2013
AL. . HOUSTON, TEXAS
. 1:38 P.M.
. .

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR PLAINTIFF: MS. CANDACE LOUISE
Pro Se
1215 Ulfonian Way
Martinez, California 94553

FOR DEFENDANTS: MR. GEORGE WILLIAM VIE, III
MS. MAUREEN McCUTCHEN
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Proceedings recorded by mechanical stenography, transcript
produced by computer-aided transcription.

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APPEARANCES (Continued):

FOR SPECIAL MASTER: MR. TIMOTHY AARON MILLION
 Munsch Hardt, et al.
 700 Louisiana Street
 Suite 4600
 Houston, Texas 77002

OFFICIAL COURT REPORTER: MS. STEPHANIE KAY CARLISLE
 U.S. District Court
 515 Rusk, Suite 8016
 Houston, Texas 77002
 713.250.5157

ALSO PRESENT: Mr. William Arthur Potter

* * *

PROCEEDINGS

(September 3, 2013)

THE COURT: This is Cause No. 2012-592, Candace Louise Curtis versus Anita Kay Brunsting and others. And Amy Ruth Brunsting. And I believe the law firm has been sued as well. I'm not sure if they have been served or not. In any event, let's see. Let's get an announcement here.

01:38:17PM

For the plaintiff, pro se, is that you, Ms. Curtis?

01:38:32PM

MS. CURTIS: Yes, Your Honor.

THE COURT: And for the defendants?

MR. VIE: George Vie and Maureen Kuzik McCutchen for the defendants, Your Honor.

THE COURT: I'm sorry, say that again.

MR. VIE: George Vie and Ms. McCutchen for the defendants, Your Honor.

THE COURT: All right. And I have the special master here as well.

01:38:54PM

MR. WEST: Good afternoon, Your Honor. William West, special master.

THE COURT: And you have counsel with you?

MR. MILLION: Good afternoon, Your Honor. Timothy Million.

THE COURT: All right. And another gentleman?

01:39:06PM

MR. WEST: Your Honor, this is my associate, William

1 A. Potter, P-O-T-T-E-R.

2 THE COURT: Okay. Very good. Let's see. We have
3 the special master here as well, I gather, as the defendants,
4 two of the defendants, the two sisters.

01:39:24PM

5 I'm not sure. Are both of them serving as
6 administrators or trustees of the estate?

7 MR. VIE: They are both co-trustees. Only Anita
8 Brunsting is here today.

9 THE COURT: Any reason why Amy Ruth is not present?

01:39:44PM

10 MR. VIE: Just because of employment obligations,
11 sir.

12 THE COURT: Okay. I believe that's everyone that's
13 participating.

01:40:04PM

14 We have this suit that was filed by Ms. Curtis
15 back in 2012, in fact. I believe, Ms. Curtis, somewhere
16 around February of 2012. That was pending for a period of
17 time, and it was initially brought as a kind of truth in
18 limine accounting. She mixed a lot of stuff together there.

01:40:26PM

19 And, of course, the one aspect of the case that
20 this Court -- I said one aspect. One of the aspects of this
21 case that the Court saw was first that there was diversity of
22 citizenship, that she was a California resident, and the
23 sisters were Texas residents.

01:40:44PM

24 And, secondly, that she was making allegations
25 about an estate that appeared to be substantial sums of money,

1 or property, or both, were located, and that she was an heir,
2 or at least felt that she was one of the heirs to the estate,
3 and that she felt, I believe, at that time, that her sisters,
4 who were co-trustees, were not properly managing the estate.

01:41:09PM 5 I think that's, generally speaking, how this lawsuit
6 developed.

7 So, in the process of conducting a couple of
8 hearings, or at least -- I say hearings, opportunities for
9 communication and dialogue, the Court set this matter for a
01:41:26PM 10 hearing, and we had a hearing several months ago. Let's see
11 if I can track that down. A telephone conference in July. I
12 think it may have been the -- perhaps were the last
13 communication we had. Proceeding here in the courtroom, for
14 sure.

01:42:08PM 15 And the Court determined that a report, an
16 accounting of income, receipts, and expenses, and
17 disbursements would be appropriate, setting a time frame of
18 December 21, 2010, through May 31st of 2013, and that that
19 report should be filed. I would then conduct a hearing to
01:42:31PM 20 determine not so much whether or not the accounting -- the
21 report should be received, but to permit the master -- special
22 master to answer questions from either side regarding the
23 procedure and his findings, and then, also, for approval of
24 his request for -- for pay.

01:42:56PM 25 And there, I believe, have been, since that

1 time, motions filed by the defense for, I believe, a renewal
2 of a lease on the Iowa property. Objections to that and then
3 other motions have been filed. So we will see how much, if
4 not all of this, we can cover.

01:43:25PM

5 So, Ms. Curtis, will you be -- besides the
6 special master, is there anyone else in the courtroom you are
7 going to need to call and have testify or ask questions of?

8 MS. CURTIS: No, Your Honor.

01:43:41PM

9 THE COURT: Okay. Sir, if you come forward, I will
10 swear you in, and then you can take a seat over on my left.

11 Raise your right hand, please, sir.

12 (William West, witness, sworn.)

01:44:07PM

13 THE COURT: Please have a seat. And we can start
14 with -- Ms. Curtis, we can start with you, if you have
15 questions of the special master regarding -- you have a copy
16 of his report, do you not?

17 MS. CURTIS: Yes, I do, Your Honor.

18 THE COURT: Okay. Why don't you move up closer to
19 us there -- no, no, no. I mean, you can have a seat there,
20 but I just wanted you to move up closer and bring the
21 paperwork up closer.

01:44:44PM

22 All right. This is a formal proceeding, Ms.
23 Curtis, so that when you are addressing the Court, you will
24 need to stand and address the Court, and -- and I will be
25 requiring that all of the questioning that is done as to any

1 witness should be done from the podium so it is easy for me to
2 pay attention, for the lawyer and then the witness, and, of
3 course, that same -- obviously, that same rule applies to
4 counsel for the defense.

01:45:01PM 5 If you would also bend that microphone down so
6 that, when you are standing in that area and speaking to me,
7 we will be able to hear you, and the court reporter can take
8 your remarks.

9 All right. Are you ready -- you have a copy of
01:45:15PM 10 the report, I believe you said.

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: Do you have some questions you want to
13 ask of the witness? If so, you may do so at this time.

14 MS. CURTIS: No, Your Honor. I have no questions.

01:45:24PM 15 THE COURT: You completely are, say, satisfied that
16 you understand --

17 MS. CURTIS: I have no questions.

18 THE COURT: You just have no questions. All right.

19 Mr. Vie, do you have any questions you want to
01:45:33PM 20 ask of this witness?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: All right. Would you come to podium,
23 sir.

24 Do you have a copy of your report with you? If
01:45:39PM 25 not, let's get a copy of it to you. I think I have got some

1 copies here.

2 DIRECT EXAMINATION

3 BY MR. VIE:

4 Q. Good afternoon. I just have one or two questions just to
01:46:06PM 5 clarify, as the Court said, the procedures under which the
6 report was prepared.

7 On Exhibit 1 to the report --

8 A. Yes.

9 Q. -- you provided a statement of income, receipts,
01:46:20PM 10 expenses, and disbursements for the period the Court directed;
11 is that correct?

12 A. Yes, sir.

13 Q. In conclusion, on page 2 of that report, where you
14 indicate, at the bottom, a net of income receipts and less
01:46:40PM 15 value of stock distributed, if you could explain, what is that
16 trying to capture?

17 A. This is trying to capture either -- during the time frame
18 in question, either the receipts received or dividends in kind
19 from the dividend distribution -- excuse me, dividend
01:47:08PM 20 reinvestment accounts, less any amounts paid or any stock
21 distributed.

22 Q. So this number at the bottom of page 2, the net of income
23 number, this doesn't reflect actually the value of this
24 estate?

01:47:26PM 25 It doesn't include the actual stock value that

1 remains in the estate?

2 A. Absolutely not. To do something like that you would need
3 to get into something with a balance sheet -- and things of
4 that nature.

01:47:40PM

5 Q. What we are being provided here is more of a statement of
6 money going out and money coming in?

7 A. Correct.

8 Q. The other exhibit, Exhibit -- the exhibit that relates to
9 your recapturing the stock distributions that were made, is

01:48:04PM

10 there an Exhibit 3?

11 Is that where that is located?

12 A. Yes.

13 Q. Stock distribution analysis?

14 A. Correct.

01:48:10PM

15 Q. These are all -- these are all distributions that took
16 place during the time that Ms. Brunsting was alive, correct?

17 A. From December 21st, 2010, to her demise.

18 Q. I understand.

19 Specifically, you did not find any evidence of

01:48:28PM

20 any stock distributions that were made to anyone after the
21 date that she died, the date of her death?

22 A. Correct.

23 THE COURT: Mr. Vie, what is the date of her death?

24 Establish that.

25 BY MR. VIE:

1 Q. November 11, 2011?

2 A. Correct.

3 Q. So during the period of time that she was the beneficiary
4 of the trust and had the right to direct gifts and payments --

01:48:52PM

5 THE COURT: "She" being?

6 MR. VIE: Mrs. Brunsting, Nella Brunsting.

7 BY MR. VIE:

8 Q. The only transactions that you found for stock
9 distribution, as you have noted in Exhibit 3, was at the time
10 she was alive and could direct those distributions?

01:49:03PM

11 A. To the first part of your question, I don't think I have
12 enough information to respond. But from all of the documents
13 that we had and everything appeared to tie, these are the
14 distributions out of those accounts in that time frame.

01:49:24PM

15 Q. Thank you.

16 Could you -- in addition to the documents that
17 we provided, you asked for and we provided a Quicken file, an
18 electronic file?

19 A. Correct.

01:49:34PM

20 Q. If you could explain to the Court what that file was,
21 what you found in it, and how you used it.

22 A. That was an electronic accounting file that I asked for
23 and that you had given me, and it was what I would generally
24 term an electronic checkbook, which would show -- gave
01:50:00PM 25 information about a date, an amount, and the payee.

1 Q. And what account the payment came from?

2 A. To a limited extent, yes.

3 Q. How were you able to use that, then, into what became the
4 master's report?

01:50:16PM

5 A. We used that in conjunction with the review of bank
6 statements and other paper documents, brokerage firm account,
7 information to create our database.

8 MR. VIE: No further questions.

01:50:38PM

9 THE COURT: I have a few, and this is to primarily
10 supplement the record.

11 I want you to go back, Mr. West, and give us a
12 general overview of what you did and -- and what these
13 exhibits mean in terms of the income and expenses associated
14 with this report.

01:51:00PM

15 THE WITNESS: Yes, sir.

01:51:27PM

16 My report is comprised of an introduction where
17 I gave some of the background of the complaint to a limited
18 extent which has been addressed today. Then I gave a timeline
19 of records received. I started that process with calling the
20 defendants' attorney. I set up the meeting with him. We had
21 a meeting within a week or ten days of my initial call.

01:51:56PM

22 I received, at his office, a number of paper
23 files and a number of records on -- in electronic format in
24 CD -- on CD's. I was also given a schedule of those documents
25 that they were giving me and a list of documents that they

1 were not giving me, but which they were working towards
2 obtaining.

3 THE COURT: Did you have the impression that this
4 was a combination of records, some of which had been -- which
01:52:14PM 5 were the, let's call it, original handwritten-type records,
6 along with records that maybe had been prepared or were being
7 prepared by the attorney for the defendant?

8 THE WITNESS: My broad answer to that is yes. Some
9 were original documents that you could tell had come directly
01:52:36PM 10 from the brokerage firm or a bank. Some were bank statements
11 that appeared to have been downloaded over the Internet, which
12 looked completely normal to me.

13 I have looked at literally thousands of
14 documents of this nature over the years. Balances, account
01:52:58PM 15 numbers, everything tied. I didn't think that anything had
16 been created to be given to me.

17 THE COURT: By saying you were given a CD, what are
18 you referring to?

19 THE WITNESS: A plastic disk.

01:53:16PM 20 THE COURT: I understand. What was contained on
21 that?

22 THE WITNESS: Those were bank statements.

23 THE COURT: Downloaded from?

24 THE WITNESS: Yes, sir. For the most part, the
01:53:25PM 25 paper documents -- they gave them to me, for the most part, in

1 paper format and electronic format.

2 THE COURT: But you didn't have the impression that
3 this was a way that the records had been kept; this is just
4 the way they had presented them?

01:53:40PM

5 THE WITNESS: I can't tell if they were kept that
6 way, but they had been compiled, and I think they have
7 probably been compiled by counsel's staff.

8 THE COURT: All right.

01:54:00PM

9 THE WITNESS: As -- I received those approximately
10 the first of June -- actually, there's some dates reflected in
11 the report. About a month later I received a -- some more
12 paper files and some more CD's with information on them that
13 answered a number of -- submitted a number of the documents
14 that had been missing on the first turnover of documents.

01:54:36PM

15 As that was -- as that information was being
16 processed from time to time, I had e-mails with defendants'
17 counsel asking for particular questions or asking for more
18 information to which, for the most part, he was able to
19 respond, or if they weren't available, he -- he just told me
20 so. So, I felt like he was trying to do the best he could.

01:55:02PM

21 THE COURT: At the end of the day, let's say
22 sometime the latter part of July, when you had your hands full
23 of the documents, did you have the impression that you had all
24 of the documents that you needed to complete a proper and
01:55:29PM 25 complete report?

1 THE WITNESS: For the most part, Your Honor. I
2 listed in my report some accounts or statements that were not
3 received. Defendants' counsel had explained why they were not
4 received, or I believe there were a few things they were still
01:55:57PM 5 trying to get. I conferred with my associate, who did a great
6 deal of the work, you know, with my work and supervision.
7 There were certain documents that we didn't have, but we did
8 have some summary statements or some quarterly-type
9 statements.

01:56:19PM 10 I can't say for certain. I felt like we did
11 have what we needed to present a good report. Not anything is
12 a hundred percent right, but I felt like we didn't have any
13 really big unexplained gaps in the things that we were given.

14 THE COURT: That pushes you over into the work
01:56:52PM 15 performed area where you are now talking about.

16 So is there something else in that area that
17 you need to bring to the Court's attention?

18 Basically that you received the documents --
19 I'm just following.

01:57:05PM 20 THE WITNESS: Yes, sir. We felt like we had
21 substantially all of the documents or a very high percentage,
22 and I'm saying that from years of experience as an accountant.
23 If I had really felt uncomfortable about anything, it would
24 have been highlighted and really brought to the forefront.

01:57:40PM 25 THE COURT: Whatever is necessary, you saw.

1 THE WITNESS: Yes.

2 THE COURT: In the summary of the accounts received,
3 you show several bank accounts and several, let's call them,
4 stock accounts or stock brokerage accounts, various investment
01:57:56PM 5 accounts. I don't know if these are stocks or just simply
6 accounts where you would invest money and they would purchase
7 stock. The point is that these are -- appear to be a
8 substantial number of accounts.

9 Are you of the opinion that these are all the
01:58:15PM 10 accounts -- first of all, these are the accounts provided?

11 THE WITNESS: They were the ones provided. I think
12 they were all that was provided. The plaintiff, in response,
13 had raised the issue about some Treasury bills or Treasury
14 bonds. I don't believe we saw any information in regards to
01:58:44PM 15 them.

16 Now, technically, I would like to see the
17 bonds. And technically, if it was something where they just
18 sat there and interest was paid in a lump sum at a future
19 date, and there was no income or cash income receipt activity
01:59:04PM 20 during the period, then they be wouldn't reflected on here.
21 But if it was an accrual-type income, then it should have been
22 reflected.

23 THE COURT: So these accounts, as I understand it --
24 and you are distinguishing between the accounts that may be in
01:59:22PM 25 existence but just have not reported income on an accrual

1 basis, but these accounts are reporting on a quarterly or
2 annual basis income, and/or fees, or whatever else that might
3 be reflected against the account.

4 THE WITNESS: Yes, Your Honor, all these accounts.

01:59:41PM

5 THE COURT: For example, if there were Treasury --
6 are Treasury bonds, and they are paying whatever interest they
7 are paying, that certainly could be -- that might be -- you
8 don't have those, but that interest theoretically, I guess,
9 could be applied back into the principal and, therefore, would
10 not be reflected on a statement.

01:59:59PM

11 THE WITNESS: Correct.

12 THE COURT: Okay. Tell us a little bit about the
13 report exceptions and the missing documents area there on page
14 6.

02:00:11PM

15 THE WITNESS: These were -- as it is discussed here,
16 there were some accounts that we did not have, or statements.
17 In some cases, they were quarterly reports that were not --
18 the second quarterly reports were not available yet, or I was
19 told they were not available yet in the latter part of July,
20 which was quite often the case, but that they could be
21 supplied, if needed.

02:00:41PM

22 There were a couple of other accounts where we
23 may have been missing a monthly account or maybe an earlier
24 quarterly account, but we had a latter period account where,
25 for the most part, everything -- we could kind of trace our

02:01:02PM

1 way through the missing period. Again, I didn't see any great
2 cause for alarm.

3 And then there were a number of things,
4 disbursements, that we did not have documentation for, and
02:01:27PM 5 those were explained to me that, for the most part, that they
6 just didn't exist.

7 THE COURT: Okay. And these disbursements did not
8 have -- did not have a paper backing. These would just be,
9 let's say, for example, a check that might have been written
02:01:48PM 10 for an amount of money, but there was no -- for your records
11 there was no receipt or document indicating why that
12 disbursement was being made. It might be reflected on the
13 check itself.

14 THE WITNESS: Correct. We were able to go back to
02:02:05PM 15 the pictures of check facsimiles and, you know, confirm that.

16 THE COURT: Okay. All right. Now, you've also
17 listed on page 8 a number of outstanding shares. These
18 reflect the transfers that you say were made before November
19 11th of 2011, I gather. And then other stocks, perhaps, that
02:02:34PM 20 might have -- that might have been reinvested, or income that
21 might have been reinvested.

22 Am I seeing that right?

23 THE WITNESS: Yes, sir.

24 THE COURT: Okay. All right. You make a statement
02:02:58PM 25 on page 9, at the end of that section, that indicates that

1 there are certain stocks available.

2 Is that the total of all stocks outstanding
3 shares that are part of the trust?

02:03:15PM

4 THE WITNESS: Yes, sir, to the best of my
5 recollection.

6 THE COURT: Those are three different, I believe --
7 three different shares -- three different companies -- that
8 might not be the proper term. How would you say it?

02:03:33PM

9 THE WITNESS: I think it was four -- Chevron, Exxon,
10 John Deere, Deere Enterprises, and Metropolitan Life.

11 THE COURT: Okay. Those are the four. Okay. All
12 right. And then you go on to make comments on certain
13 accounts, and this is some of which you maybe already have
14 stated having to do with the sale of certain securities and
15 the disbursement. I'm not sure.

02:03:53PM

16 Is that what that is about?

17 THE WITNESS: Yes, sir.

02:04:11PM

18 THE COURT: One of the areas that you touched on
19 earlier had to do with, for example, a check that may have
20 been written to a family member that may or may not have had
21 some document behind it. We are looking at the top of page
22 10, where it says, "Many of the payments were noted as
23 reimbursements." These would be checks that would reflect
24 reimbursement but not necessarily another check that showed
25 the payment was made.

02:04:33PM

1 THE WITNESS: Correct. The check was written to the
2 individual from the Quicken files. It would say reimbursement
3 for -- automobile repairs type of thing. And on the Quicken
4 files, it may have been in that automobile repair expense
02:04:56PM 5 account. But for purposes of this report and the issues
6 raised in the complaint, I felt that it was important -- it
7 was important to make this some special category.

8 THE COURT: All right. Now, going to Exhibit 1,
9 this is the summary statement, is it not?

02:05:23PM 10 I say summary statement. It's a statement of
11 income, receipt and expenses. Behind that would be the
12 exhibits. I say exhibits, would be other exhibits that would
13 reflect the individual checks written and/or to whom they may
14 have been written in Exhibit No. 2. And in Exhibit 3 would be
02:05:47PM 15 the distribution analysis of the stock payments.

16 Is that what I'm having there?

17 THE WITNESS: Yes, sir.

18 THE COURT: All right. So, just let me take a look
19 at this. It shows, I gather, that they had an opening -- a
02:06:01PM 20 beginning opening of 127,000 -- almost \$128,000 in farm income
21 as a beginning item there.

22 THE WITNESS: Yes, sir. Farm rent during the time
23 frame in question.

24 THE COURT: And, so, what you've done is you've
02:06:16PM 25 accumulated all of the income from the farm for this period,

1 "this period" being the period that I requested that you do,
2 the December 21, 2010 through May 31, 2013.

3 THE WITNESS: The deposits we identified for farm
4 rental income.

02:06:38PM 5 THE COURT: And that would be just a little over a
6 two-year period, two years and a few months.

7 THE WITNESS: Yes, sir.

8 THE COURT: All right. In addition to that, you
9 show dividend income, interest income.

02:06:52PM 10 And by long-term capital gains and short term,
11 are you reflecting there some income from Exxon or one of
12 these companies?

13 THE WITNESS: No, sir. Actually the dividends from
14 Exxon or Chevron would be in the dividend income amount.

02:07:13PM 15 THE COURT: On Exhibit 3?

16 THE WITNESS: Excuse me.

17 THE COURT: Oh, I'm sorry, no, it would not be.

18 THE WITNESS: I'm sorry, Your Honor. Could you
19 repeat your question.

02:07:22PM 20 THE COURT: I was asking where did this long-term
21 capital gains come from.

22 THE WITNESS: Oh, I'm sorry. The long-term capital
23 gains and short-term capital gains, those were reported on the
24 stock brokerage accounts. Those are called flow-through
02:07:38PM 25 amounts from mutual funds and things of that nature.

1 THE COURT: And then the income of 183,000 is stock
2 sale. That's the liquidation of the stock -- did that include
3 the liquidation of stock before 11/11/11?

02:08:02PM 4 THE WITNESS: That was the liquidation of stocks
5 during that time frame, other than the stocks that were
6 disbursed in kind.

7 THE COURT: Okay. So this is a separate
8 liquidation.

9 THE WITNESS: Yes, sir.

02:08:11PM 10 THE COURT: Or a separate income, should I say.
11 This is income.

12 THE WITNESS: It's stock liquidated.

13 THE COURT: This is income from the sale of certain
14 other stocks that has now has been liquidated and it brings
02:08:22PM 15 total income to about \$216,600,000.

16 THE WITNESS: Yes, sir.

17 THE COURT: The miscellaneous income is just other
18 income that -- what would that be, sort of like what?

19 THE WITNESS: To be honest, Your Honor, without
02:09:01PM 20 looking at the underlying documents, I can't remember right
21 now. But it was a number of small items that didn't fit one
22 of these other accounts that are listed in Exhibit 1.

23 THE COURT: But it is reflected in the deposits of
24 the account?

02:09:17PM 25 THE WITNESS: Yes, sir.

1 THE COURT: The pension income, and I'm looking at
2 Social Security income. Who is getting Social Security income
3 to go into that account at this time?

02:09:31PM 4 I believe both the husband and the wife are
5 deceased, right?

6 THE WITNESS: Mrs. Brunsting, she was alive for
7 about 12 months.

8 THE COURT: You are right. Tax refunds, that would
9 also be reflected. This is the sale proceeds from the house.
02:09:45PM 10 That's all -- so we are talking about a total of 830-plus
11 thousand dollars during this two years or two- to three-month
12 period?

13 THE WITNESS: Yes, sir.

14 THE COURT: And then we're talking in the next
02:09:55PM 15 section about expenses, medical care, in-house care, and
16 medical care, and all of that coming to the 122,000, more or
17 less.

18 THE WITNESS: Yes, sir.

19 THE COURT: The pet care and pet food and all of
02:10:22PM 20 that, that doesn't have anything to do with the farm. This
21 must be at the house, right?

22 THE WITNESS: Yes, sir.

23 THE COURT: Okay. And veterinarian expenses.

24 So we are talking about total expenditures of
02:10:41PM 25 about half of what the income was, right?

1 THE WITNESS: Yes, sir.

2 THE COURT: And then you said net income, receipts,
3 and expenses, disbursements.

4 How are you distinguishing that from total
02:10:55PM 5 expenses and disbursements?

6 THE WITNESS: That's just the net of the total
7 incoming receipts of 830,000 less the total expenses of 418.

8 THE COURT: Okay. And then you show the 298,000 in
9 stock -- in stock transfer to family or whatever. This is a
02:11:20PM 10 value of stock. This is the value beyond what was sold and
11 became income.

12 THE WITNESS: Yes, sir.

13 THE COURT: So we are looking at -- right at almost
14 500 -- well, 300,000, basically, that was transferred
02:11:39PM 15 directly, apparently, by the estate before -- before Ms.
16 Brunsting died in November 11, 2011.

17 THE WITNESS: Yes, sir.

18 THE COURT: More or less.

19 THE WITNESS: In May and June of 2011.

02:11:56PM 20 THE COURT: What two or three numbers are you
21 putting together to come to the 120,000 at the bottom?

22 THE WITNESS: 411,328 less 298,976 gets me to the
23 112,346.

24 THE COURT: All right. What you don't have or what
02:12:19PM 25 didn't do and were not asked to do was to do an asset

1 liability --

2 THE WITNESS: Correct.

3 THE COURT: -- sheet.

4 Are there any other concerns or statement that

02:12:45PM 5 you need to make regarding this report before -- before I ask

6 you a question regarding your billing?

7 THE WITNESS: The one item is, after the filing of

8 my report, there was a disbursement for \$6500, which had been

9 put into miscellaneous expenses because I had no backup for

02:13:19PM 10 it.

11 THE COURT: It was a one-time payment of 6500?

12 THE WITNESS: Yes, sir.

13 THE COURT: Where is that reflected on page --

14 THE WITNESS: I'm sorry. Exhibit 1, page 1.

02:13:29PM 15 THE COURT: Page 1, Exhibit 1? All right.

16 THE WITNESS: Towards the bottom, Miscellaneous

17 Expenses. That shows miscellaneous expenses \$6753. \$6500 of

18 that amount should be reclassified to checks or cash to family

19 members.

02:13:54PM 20 THE COURT: What you are calling miscellaneous

21 expenses would be -- say that again. I'm sorry.

22 THE WITNESS: That miscellaneous expense, there

23 was -- \$6500 of that amount we found -- defendants' counsel

24 confirmed for me, subsequent to the filing of the report, that

02:14:17PM 25 that was a distribution to a family member.

1 THE COURT: Okay. So this is not a part of the pre
2 -- part of the distribution made by Ms. Brunsting before her
3 death. This was expenses or monies that were paid to a
4 particular family member -- a single family member or maybe
02:14:40PM 5 two family numbers, whatever the number might be, that were
6 made after that date?

7 THE WITNESS: Let me -- let me confirm that. That
8 was subsequent to her demise.

9 THE COURT: What page are you looking at?

02:15:10PM 10 THE WITNESS: On Exhibit 2, page 16.

11 THE COURT: Where it says --

12 THE WITNESS: About two-thirds or three-quarters of
13 the way down the page, it says "Miscellaneous Expenses."

14 THE COURT: Page 16 did you say?

02:15:30PM 15 THE WITNESS: Yes, sir. Exhibit 2.

16 THE COURT: Okay. Miscellaneous, and then it shows
17 a total of something like... co-op and then withdrawal, and
18 then Houston Metro, those together totaling 6753.72.

19 THE WITNESS: That middle entry on November 14th of
02:15:53PM 20 \$6500 should now be reclassified --

21 THE COURT: As disbursement?

22 THE WITNESS: -- as disbursement to family members.

23 THE COURT: As disbursement. You've got a code
24 there of W-D-R-L. What does that mean to you?

02:16:12PM 25 THE WITNESS: Withdrawal. This withdrawal on the

1 bank statement.

2 THE COURT: It is my lack of accounting acumen.
3 It's not your fault. I'm trying to make sure I understand, so
4 that if I have a question, I can ask you.

02:16:29PM 5 Now, as it relates to your billing, it does not
6 include an appearance here today, as I understand it, or the
7 time that you have spent. You have already submitted a
8 billing to the -- bill to the Court for payment, have you not?

9 THE WITNESS: That is correct.

02:16:43PM 10 THE COURT: And except for whatever time has been
11 spent since this submission, have you received any objections
12 from either the plaintiff, Ms. Curtis, or from the defense
13 concerning the payment of your expenses?

14 THE WITNESS: No, sir.

02:16:59PM 15 THE COURT: Does your billing include the legal
16 advice necessary that you received as well, or was it just
17 separately an accounting function?

18 THE WITNESS: Mine was separately an accounting
19 function, and I also submitted a separate invoice from my
02:17:18PM 20 counsel.

21 THE COURT: Have you received any objections from
22 either plaintiff or defendant in that regard?

23 THE DEFENDANT: No, sir.

24 THE COURT: Ms. Curtis. Anything else?

02:17:29PM 25 MS. CURTIS: No.

1 THE COURT: Mr. Vie?

2 MR. VIE: Just one thing, Your Honor.

3 BY MR. VIE:

02:17:41PM

4 Q. Just to be clear, because the Court has asked about the
5 timing of this last expense that you mentioned being
6 reclassified.

7 A. Yes, sir.

02:17:56PM

8 Q. Okay. If I understand the miscellaneous expense, the
9 check that is noted for the \$6500, that is prior -- that's
10 three days after Mrs. Nella's Brunsting's death?

11 A. Correct.

12 Q. Do you recall what the transaction was, the \$6500
13 transaction?

02:18:13PM

14 A. I believe it was to Carol Brunsting. I feel confident
15 about that. And I believe the -- the explanation that your
16 firm gave me was that -- it was to be, I guess, used to help
17 deal with some of her funeral expenses.

18 Q. Was the money redeposited at some point after that?

02:18:37PM

19 In other words, the money that had been taken
20 out should there be some funeral expenses or other things
21 necessary, would that money have been put back at some point?

22 THE COURT: Why don't you show him where you are
23 talking about.

02:18:48PM

24 MR. VIE: Well, I understand where his reference was
25 on page 16, where he highlights the miscellaneous expense of

1 6500.

2 THE COURT: I know, but how would he know whether or
3 not it is put back unless you know where it is?

4 MR. VIE: If he has a corresponding entry for a
02:19:00PM 5 deposit for 6500.

6 THE COURT: I see.

7 THE WITNESS: I don't recall one.

8 BY MR. VIE:

9 Q. If there was one, where are the costs like that reflected
02:19:09PM 10 in the report?

11 A. It would probably be under a miscellaneous --

12 THE COURT: Keep your voice up, Mr. West.

13 THE WITNESS: I would think it should be under
14 miscellaneous income, and I don't find it there. There's a
02:19:33PM 15 possibility it could have always been misposted, but I would
16 need to look through the ledger in total.

17 BY MR. VIE:

18 Q. Would you -- it was -- your understanding, it was
19 represented to you it was not a gift; it was some expenses
02:19:47PM 20 that were funds made available for funeral expenses?

21 A. That's what I was told.

22 MR. VIE: No further questions, Your Honor.

23 THE COURT: All right. Well, your understanding is
24 based upon what counsel told you. It had nothing to do with
02:20:02PM 25 and independent audit, right?

1 THE WITNESS: Yes.

2 THE COURT: You may step down, sir. Thank you very
3 much.

4 All right. If there is no objection, I will
02:20:30PM 5 ask -- no objection to the report and the invoice request of
6 counsel for himself, as an accounting function, as well as
7 advice of counsel, if there's no objection, I'm going to order
8 that those be paid.

9 Any objection, Ms. Curtis?

02:20:51PM 10 MS. CURTIS: No, Your Honor.

11 THE COURT: Mr. Vie, speaking on behalf of your
12 clients?

13 MR. VIE: No, Your Honor, no objection.

14 THE COURT: All right. Okay. All right. That's
02:21:00PM 15 all we have. Thank you very much, and that will take care of
16 it.

17 No, no, no. I'm sorry. All we have with
18 accountants. If they want to leave, they can. There are some
19 other motions we need to address.

02:21:14PM 20 MR. MILLION: Your Honor, would you like us to
21 submit a proposed order?

22 THE COURT: Would you do that? It would make it a
23 lot -- well, how about that, just happen to have it right
24 there, right?

02:21:40PM 25 You shared this with -- the expense paperwork,

1 you shared the expense report and/or request for payment with
2 both Ms. Curtis and with Mr. Vie?

3 MR. WEST: Yes, Your Honor.

02:22:20PM

4 THE COURT: All right. Ms. Curtis, you have some
5 other -- well, I will start with you, Mr. Vie. I believe you
6 have filed a motion that has drawn some -- you all want to be
7 excused?

8 MR. MILLION: Yes, Your Honor. I do want to bring
9 one other thing to the Court's attention.

10 THE COURT: Okay. Go ahead, sir.

02:22:47PM

11 MR. MILLION: In the pleadings that were filed by
12 the plaintiff and defendant, there has been some indication
13 that they are wanting additional work to be performed by the
14 special master. And I know one of the proposed forms of order
15 said you've got to do something within 10 days.

02:23:04PM

16 Just given the tax season issues with respect
17 to corporate filings and such, any additional work that the
18 special master might request to do, he is happy to do whatever
19 the Court needs. However, he would need more than 10 days to
20 be able to comply with that.

21 THE COURT: Yeah, I think I might have said this to
22 both sides. If I did not, you will hear it now.

02:23:22PM

23 My purpose in asking Mr. West to come in was
24 not to make him a person for them to utilize to do any of
25 their work. He was working for the Court to bring some

1 matters to the Court's attention that would be too much
2 contention between the parties for me to ask either side to
3 present anything to me that I could, at least in good faith,
4 at the time, rely upon as a way of making some determinations.

02:23:42PM

5 So I wanted to find out where the income was
6 and what had happened to it. Those were some of the
7 allegations made by Ms. Curtis.

8 The function of doing other financial reports I
9 think the parties should be able to handle and do themselves.

02:24:02PM

10 And if they choose to employ someone to do it, they certainly
11 will be able to do it. We have got fundamentals of stuff
12 ready and in place for them to go ahead and get that done.

13 If there is some need, certainly, Mr. West may
14 be asked do it. If so, it would be by the Court, not by the
15 parties.

02:24:20PM

16 MR. MILLION: Thank you, Your Honor.

17 THE COURT: Thank you very much, gentlemen. Have a
18 good day.

19 Ms. Curtis -- I'm sorry. Mr. Vie, you filed a
20 motion to -- let me just get it out here -- a motion to --
21 request for the renewal of the farm lease, I believe. Let me
22 see if I can find that document number.

02:24:32PM

23 I believe that's Instrument No. 65, filed about
24 10 days ago.

02:25:03PM

25 MR. VIE: Yes, Your Honor.

1 THE COURT: And as I understand, Ms. Curtis, that
2 you have reviewed that, and your objection is, essentially --
3 correct me if I am wrong -- that it is automatically renewed
4 at this point because no objection was filed and no
02:25:21PM 5 disapproval of that renewal occurred within the time frame
6 that needed to be made.

7 Am I correct?

8 MS. CURTIS: Yes, Your Honor.

9 THE COURT: So in that regard, the objection is
02:25:31PM 10 simply a matter of record as to how things are and the -- the
11 renewal of the farm lease, while the Court might have the
12 authority to cancel it, it is automatically renewed. It would
13 take some affirmative action.

14 So why should I cancel it? Tell me why I
15 should cancel it.

16 Is there any basis for me to cancel it at this
17 point?

18 MS. CURTIS: The farm lease?

19 THE COURT: Yes, ma'am.

02:26:02PM 20 MS. CURTIS: No, Your Honor.

21 THE COURT: The motion will be granted unless there
22 is something additional I need to know, Mr. Vie, about this
23 before that occurs.

24 MR. VIE: No, Your Honor.

02:26:09PM 25 THE COURT: All right. I believe there was an order

1 entered, and I know there was one entered, but I believe the
2 second order was entered for the payment of certain property
3 taxes.

4 That has been taken care of, right?

02:26:28PM

5 MR. VIE: Yes, Your Honor. You have already entered
6 that.

7 THE COURT: All right. I have reviewed your
8 responses to the report. It seems to me the next item, then,
9 has to do with objection that you have made -- I'm trying to
10 figure out what you meant, Ms. Curtis, by "recommit matter to
11 master for consideration."

02:26:40PM

12 Tell me what you are talking about there. You
13 filed this on September 3rd. This was filed, what, today?

14 MS. CURTIS: This was filed this morning.

02:27:04PM

15 THE COURT: Wow. You are faster than the lawyers
16 are. Where were you when you filed this?

17 MS. CURTIS: In the clerk's office.

18 THE COURT: All right. I didn't know if you were
19 filing electronically or not.

02:27:16PM

20 MS. CURTIS: I do not file electronically.

21 THE COURT: Well, you filed this motion -- or
22 objections to defendants' motion for order to recommit matters
23 to master for consideration.

24 Tell me what you are talking about there.

02:27:31PM

25 MS. CURTIS: Well, there is a letter that Mr. Vie

1 provided to Mr. West in support of missing documents and other
2 questions that the master had. It is dated July 15th, 2013.
3 It was Appendix Tab 1 in Document No. 67 filed by the
4 defendants, which is their response to the report of master.

02:28:02PM

5 THE COURT: All right.

6 MS. CURTIS: And I am objecting to even spending
7 another penny with the master when there is nothing
8 substantive in here. This was all just excuses and
9 explanations.

02:28:23PM

10 THE COURT: You mean on the part of the defendants?

11 MS. CURTIS: The defendants, for missing records or
12 how they categorized the expenses, which was not what the
13 master was instructed to do. He was just instructed to list
14 the income and the expenses that occurred for this period of
15 time.

02:28:45PM

16 He did the best he could to categorize these
17 things. He had questions, like about the 6500 in
18 miscellaneous income. And he did not receive third-party
19 receipts or original statements or any documentation. All the
20 master received were excuses for these transactions, which is
21 not the basis of the master's report. He was just asked to
22 report on the income and expenses.

02:29:04PM

23 So I think this entire thing is just irrelevant
24 and a waste of time.

02:29:25PM

25 THE COURT: So your objection and -- your objection

1 there is to -- has to do with the statements being made in the
2 defendants' report or request or statements to the master, and
3 that no further work should be done by the master -- special
4 master regarding these documents and these statements?

02:29:50PM

5 MS. CURTIS: That is correct.

6 THE COURT: I think I've already cured that. I've
7 just let him go.

02:30:09PM

8 What else did you have there? You filed, as
9 well, I think a motion to show cause why a judgement of civil
10 contempt should not be -- and I know they have not had a
11 chance to respond to this. But that's also been filed before
12 the Court. But is there anything else, other than that motion
13 pending?

02:30:26PM

14 MS. CURTIS: I have not filed anything else, no,
15 Your Honor.

02:30:41PM

16 THE COURT: All right. So, you are coming out of
17 California, and I'm trying to find out how we -- how soon
18 would you be ready and what evidence would you be presenting
19 on this? Because I don't want to have you just coming back
20 and forth, expense to you.

21 MS. CURTIS: I have a statement to make. I don't
22 know if that will help.

23 THE COURT: I don't know if Mr. Vie is prepared to
24 respond, but I will permit you to make your statement.

02:30:51PM

25 MS. CURTIS: I don't expect a response. I just came

1 prepared with this statement.

2 THE COURT: Okay. Go right ahead, then.

3 MS. CURTIS: "The absent of immunity results in
4 responsibilities for which there is no exemption. Since no
02:31:03PM 5 one may be in legal relation with their self, trustees, de
6 facto or de jure, encumbered with duties, and empowered to
7 perform such duties are bound in a jural relation to the
8 beneficiaries, which confers upon said beneficiaries specific
9 rights which are well-known to the law.

02:31:23PM 10 "Among such rights is a distinct and calculable
11 property interest in a complete and accurate accounting.
12 Withholding such information, whether by failure or refusal,
13 constitutes a palpable injury to a beneficiary evidenced by
14 the resulting inability to cure and perfect their claim.

02:31:43PM 15 "Said failure to perform the duties of trustee
16 endows the beneficiary with the legal powers to act against
17 said trustees in order to lay claim to that which is
18 [property] -- properly theirs and to which they are entitled.

19 "I object to the July 15th letter from
02:32:01PM 20 defendants to the master insofar as it contains excuses and
21 explanations that are prejudicial, non-probative, and thus
22 immaterial. The time for these explanations and excuses has
23 long since passed. I would, however, offer the letter into
24 evidence as an offer of proof that the omissions contained
02:32:24PM 25 therein establish evidence of facts that are clear, positive,

1 uncontradicted and of such nature they cannot rationally be
2 disbelieved, and the Court is, therefore, compelled to
3 conclude that those facts have been established as a matter of
4 law.

02:32:36PM

5 "Defendants admit that they failed to keep
6 books and records, and, therefore, are incapable of providing
7 a full, true and complete accounting. Further, defendants
8 admit to self-dealing, commingling, and [applications] of --
9 misapplications of fiduciary attached to expressions of bias.

02:32:58PM

10 "I would also like to offer defendants'
11 response to plaintiff's request for disclosure and defendants'
12 answer into evidence as an offer of proof that defendants
13 refused to provide non-proprietary trust instruments and admit
14 that they can provide no evidence of notices to the other
15 co-beneficiaries of any of their acts from alleged changes to
16 the trust, changes of trustees, changes in trustee
17 compensation or any of their other proclaimed acts of trust
18 administration.

02:33:17PM

19 "Plaintiff's claim for breach of fiduciary is
20 ripe for summary judgment on the merits of these admissions
21 and the accounting that supports the admissions. Plaintiff
22 asks this Court for summary judgment on the claim for breach
23 of fiduciary and asks that defendants be removed from
24 conducting any further trust business.

02:33:33PM

02:33:48PM

25 This is Texas Trust Code 113.082, Sections 4, 5

1 and 6(b). Plaintiff further moves that this Court bifurcate
2 all the remaining issues, including questions of damages,
3 until more necessary information can be obtained."

02:34:11PM 4 THE COURT: I saw attached to your motion what I
5 believe to be a request for certain discovery.

6 That is certain information that you have
7 wanted provided to you; is that right?

8 MS. CURTIS: It is information I wanted provided to
9 me.

02:34:25PM 10 THE COURT: All right. But once that
11 information -- let's assume that that's what it is and that
12 they are going to respond and give you certain information
13 pursuant to your request, and now you have got the
14 information, let's say.

02:34:34PM 15 What is your next -- you are asking the Court,
16 I gather, to have a hearing to determine whether or not the
17 parties should be removed as trustees. You understand that
18 would require the Court then appointing someone to serve as a
19 trustee.

02:34:52PM 20 MS. CURTIS: Yes, Your Honor.

21 THE COURT: And then the parties would then have to,
22 then, present to the Court, I gather, the name -- the name or
23 names of individuals who they believe -- whom they believe
24 would be qualified to handle those -- those functions, and
02:35:08PM 25 could not -- it would seem to me, because of the controversy,

1 it doesn't seem it could include you or another family member.

2 Do you see the problem there?

3 MS. CURTIS: I do understand.

4 THE COURT: So is that what you are asking the Court
02:35:22PM 5 to do in your -- that's what I think I heard you say.

6 Is that right?

7 MS. CURTIS: Yes, that's correct.

8 THE COURT: Why haven't you gone on and hired a
9 lawyer?

02:35:32PM 10 MS. CURTIS: Because these are things that -- these
11 are things that I don't need an attorney for. I'm going --

12 THE COURT: I don't disagree that as a matter of
13 course, you are entitled to what you are requesting. The
14 problem is that you are not -- you are so far away from the

02:35:53PM 15 courthouse, and it creates some problems with the
16 communication that -- when I say "communication," meaning if I
17 want to have a hearing on something, you either have got to
18 fly in here, or I have got to have you on the telephone. And
19 I'm not really sure the telephone is a proper way to have
02:36:10PM 20 these types of proceedings.

21 If you had counsel, particularly local counsel,
22 that's someone who could make motions and proceed to do
23 discovery and all of that on your behalf. It seems to me that
24 would be a much easier way to proceed. I'm just throwing that
02:36:28PM 25 out there for you.

1 However, under the rules of discovery, I'm not
2 quite sure that the way that you have presented this is a way
3 in which the defendants are required to respond. In other
4 words, you have attached to your motion, your ex parte
02:36:48PM 5 motion -- and I think you filed it under seal. I'm not sure
6 why.

7 Why did you file it under seal?

8 MS. CURTIS: I just gave it to the clerk this
9 morning.

02:36:57PM 10 THE COURT: Okay. So it doesn't really need to be
11 under seal. There are no -- I don't think there are any -- we
12 generally have things filed under seal that would -- where
13 there may be some indication of information, family private
14 information, confidential information, that should not be
02:37:20PM 15 disclosed to the public. But this is a public proceeding, so
16 there is nothing, I gather, as far as you know that --

17 MS. CURTIS: No, Your Honor.

18 THE COURT: -- would require that. I'm going to,
19 then, have it removed from being under seal. I don't know if
02:37:31PM 20 counsel has gotten a copy of it yet, but he would be able to
21 access it. You should provide him a copy of it.

22 MS. CURTIS: I did.

23 THE COURT: Okay. Very good. But if you look at
24 what you have got as p-68. Does that mean there's a p-67
02:37:53PM 25 someplace and a p-66?

1 MS. CURTIS: The p-67.

2 THE COURT: It's attached to the motion. That's
3 what I am referring to. It's attached to your ex parte
4 motion. It is a five-page document, demanding --

02:38:11PM 5 MS. CURTIS: I have it. It was the only exhibit
6 that I attached.

7 THE COURT: But this suggests there are 67 other
8 exhibits out there somewhere, right?

9 MS. CURTIS: Yes. I have just continued adding
02:38:28PM 10 exhibit numbers from the very beginning.

11 THE COURT: Okay. So some of these exhibits are
12 attached to your original proceeding?

13 MS. CURTIS: Yes, Your Honor.

14 THE COURT: And all along there may have been some
02:38:38PM 15 that were added to or attached to your motions, and you are
16 now at number 68. That's what that is. Okay.

17 MS. CURTIS: Yes, Your Honor. And --

18 THE COURT: Have you read the rules, Federal Rules
19 of Procedure related to discovery requests?

02:38:55PM 20 MS. CURTIS: Yes, Your Honor. I have something to
21 say about that, also.

22 THE COURT: Well, let me say my say first. And that
23 is, this is not going to get.

24 MS. CURTIS: I understand.

02:39:04PM 25 THE COURT: Go ahead and say your say.

1 MS. CURTIS: "The public policy considerations
2 involved in a common law information demand pursuant to a
3 fiduciary obligation are very different from those involved in
4 a discovery request under Rules of Civil Procedure for the
02:39:19PM 5 following reasons: If trustee is administering property, the
6 trust estate that belongs to the beneficiaries of the trust.
7 In other words, the beneficiaries hold equitable title to the
8 trust estate.

9 "The trustee acting in his individual capacity
02:39:35PM 10 usually has no personal interest whatsoever in the estate of
11 the trust that he is administering. Consequently, the
12 information requested does not belong to the trustee. In
13 legal discovery requests, a party to a lawsuit is requesting
14 proprietary information and documents that belong to another
02:39:54PM 15 party. This is not the case with respect to equitable demands
16 for information.

17 "The trustee of a trust holds the trust estate
18 for the benefit of the trust beneficiaries who have an
19 equitable interest in all information and documents. There is
02:40:10PM 20 usually a financial disparity between the beneficiary who is
21 using his personal financial resources to obtain information
22 and the trustee who is using the estate of the trust to pay
23 for the cost of his compliance with the information demand.
24 In essence, the beneficiary is paying everyone's fees.

02:40:32PM 25 "This situation does not occur in legal

1 discovery requests where independent parties are involved in
2 litigation. The beneficiary of a trust is the only person
3 authorized to enforce the trust. It is not possible for him
4 or her to perform this function without disclosure from the
02:40:49PM 5 trustee regarding how the trust is being administered. Where,
6 as here, the trustee is conflicted, the duty to disclose is
7 even higher than that of ordinary corporate trustees.

8 "In discovery, under the rules the scope of
9 discovery is whether the information sought appears reasonably
02:41:09PM 10 calculated to lead to the discovery of admissible evidence.
11 In common law disclosure, the scope of discovery is material
12 facts known to the trustee that might affect the
13 beneficiaries' rights.

14 "There is no law in place allowing formal
02:41:24PM 15 objections to reasonable common law disclosure demand for
16 information directed from a beneficiary to a trustee. Unlike
17 interrogatories, there is no limitation on the number of
18 demands for information that can be made on the trustee if the
19 trustee breaches his duty to disclose his subject to all
02:41:45PM 20 equitable remedies. Moreover, his breach is a factor in the
21 award of legal fees in the overall case pursuant to Texas
22 Trust Code 114.064."

23 I have been asking, first, nicely, then I made
24 a common law demand in writing in late 2011, after my mother
02:42:08PM 25 passed away. I made a statutory demand for the exact same

1 information I was entitled to in January of 2011. And to this
2 day, I have gotten nothing but excuses and explanations for
3 records and documents that I am entitled to as a beneficiary.

02:42:35PM 4 THE COURT: All right. Let me ask you, when you say
5 you have gotten nothing, are you saying that you have received
6 absolutely nothing from defendants or their attorneys?

7 MS. CURTIS: I have received nothing responsive.

8 THE COURT: So now there is an argument as to what
9 responsive is, isn't it?

02:42:50PM 10 So here's what I am getting to. These kinds of
11 disputes as to whether or not -- whatever you might have
12 received -- and I don't even suggest that it's what you
13 requested, but whatever the dispute is, these matters are
14 matters that now are in this Court. And you are asking me to
02:43:10PM 15 address them, and I'm in no position to address them because I
16 don't have the documents before me that you do have.

17 And the way this request has to be made now is
18 not in a common law fashion as you would do if you were
19 writing a letter to a person and requesting. That simply sets
02:43:33PM 20 you up to go to court and get a judge to enter an order that
21 you be provided with the documentation that you believe you
22 are entitled to. My job would then be to decide whether or
23 not the information that you have requested is relevant or
24 important to any issue in the case.

02:43:51PM 25 Because the point is, the bottom line here, in

1 my opinion, and it seems where you are headed, is that you are
2 asking this Court to do one of several things, or maybe
3 several things.

02:44:07PM 4 One, it sounds like you are asking the Court to
5 remove the trustees and appoint a trustee. I think I heard
6 you say that.

7 Second, it seemed to me you want the estate
8 dispersed so that you have your share of the estate and it is
9 not under the supervision and/or hands of your sisters.

02:44:24PM 10 And, third, you want your sisters or the
11 trustees, whoever was acting as -- I think it was both of
12 them, co-trustees, since November 11th of 2011, or whatever
13 period of time. You want them to account to you, that, by
14 accounting, I think I hear you saying you want them to
02:44:42PM 15 reimburse you for what they have taken that doesn't belong to
16 them, as a disbursement to them, assuming that that has
17 occurred.

18 And it sounds to me like you are asking for
19 attorney's fees that have not -- following through. And this
02:44:55PM 20 would not come from the estate per se. It would come from
21 them individually. That's what I understand I am hearing.

22 So, there are some documents that may be
23 important or relevant to those kinds of requests, but
24 everything wouldn't necessarily be. Whether or not -- for
02:45:14PM 25 example, if you are looking for do you have certified copies

1 of letters, or whatever, that might have gone from this person
2 to that person, that might not be relevant.

3 What is relevant, it seems to me, is that there
4 is a money issue here, and it can be solved by accounting and
02:45:30PM 5 disbursement. One of the things that the Court is going to
6 have to get around to, it seems to me, because I'm not sure
7 that you are going to do it voluntarily, or the parties or the
8 defendants, is at some point an asset/liability statement has
9 to be prepared and presented in this case. Otherwise, there's

02:45:50PM 10 no way for the Court to know what the value of the estate is
11 and/or what the -- what any disbursements might look like.
12 I'm not sure that disbursement is the proper venue, but I am
13 certain that that's part of what you are requesting.

14 Am I correct in some of that?

02:46:07PM 15 MS. CURTIS: You are correct in almost 99 percent of
16 that, but I would like to know where the EE bonds are.

17 THE COURT: The who?

18 MS. CURTIS: The EE Treasury bonds.

19 THE COURT: Here's my point. You can ask that, but
02:46:24PM 20 you need to do it. You can ask for a revelation of these
21 documents, these Treasury bonds, whatever else you think
22 that's missing and have not been accounted for. And the
23 reason, theoretically, at least in part, that they have not
24 been accounted for is that they are not paying an interest as
02:46:45PM 25 an income to the estate, necessarily. The interest,

1 apparently, is being accumulated in the bond itself. So you
2 would have to cash the bond to get the principal and the
3 interest. That may be an explanation for it.

4 You are entitled to know what those assets are,
02:47:01PM 5 but you've got to ask for them. What I said to you was the
6 way that you attached it to this motion is not the way that it
7 should be done under the rules of discovery. So simply file
8 your motion for requesting whatever it is that you are
9 requesting discovery wise with counsel, Mr. Vie, who has the
02:47:24PM 10 duty to either object to what you are requesting or to
11 respond. Okay?

12 But I don't want it attached to your motion for
13 an order to show cause because that's a different -- that's a
14 different vehicle. This is discovery attached to something
02:47:43PM 15 that it should not be attached to. So you need to file a
16 separate discovery motion. All right? Or at least provide
17 that -- file that request with Mr. Vie.

18 MS. CURTIS: Excuse me, Your Honor. But the reason
19 I attached the demand for production of documents, this is
02:48:05PM 20 a -- this has already been given to defendants. They have
21 already responded to it.

22 THE COURT: Okay. Okay.

23 MS. CURTIS: And the reason that I attached it is
24 because I still don't have the information that I need to be
02:48:19PM 25 able to make a decision about anything having to do with my

1 beneficial interests.

2 THE COURT: So that's the basis for this
3 application, for civil contempt.

4 MS. CURTIS: Yes, Your Honor.

02:48:30PM

5 THE COURT: I see. Okay. Now, see, I don't know
6 what's going on outside of the Court. So I apologize for
7 being too far ahead of you in that respect, or behind you,
8 whatever.

02:48:44PM

9 The point is that this application, then, would
10 require the Court to conduct a hearing. They have a duty to
11 respond and an opportunity to respond within a certain number
12 of days. It would require a hearing, and, in my opinion, it
13 would require a hearing here in open court so the record is
14 made of whatever that proceeding is. So, there you have it.

02:49:05PM

15 It is going to be -- I cannot let you participate by
16 telephone.

17 MS. CURTIS: I understand.

18 THE COURT: Because you might need to be questioned,
19 as well, under the proceeding. All right?

02:49:17PM

20 So I will set a date for that, and Mr. Vie can
21 respond within that time frame, and then we will see whether
22 or not there's a hearing probably within the next 30, 40 days.

23 MS. CURTIS: Okay.

24 THE COURT: Anything else?

02:49:36PM

25 MS. CURTIS: No, Your honor.

1 THE COURT: And you are still not going to get a
2 lawyer, right?

3 MS. CURTIS: Not quite yet.

4 THE COURT: Okay.

02:49:44PM 5 Mr. Vie, did you have anything that you needed
6 to bring to the Court's attention?

7 MR. VIE: No, Your Honor.

8 THE COURT: So I will go ahead and set this matter
9 for a hearing perhaps the 1st of October.

02:49:55PM 10 Do we have a date that we can give them now?

11 Is October 1st too soon?

12 You haven't had a chance to respond yet. So,
13 theoretically, you have got 21 days.

14 MR. VIE: I think it is on the docket for the -- I
02:50:19PM 15 think the submission date is the 19th.

16 THE COURT: That's an automatic submission. I'm
17 talking about a date for the hearing on the motion. You are
18 going to be responding or -- or not, one way or the other. I
19 would have to have a hearing before I could decide the motion.

02:50:35PM 20 MR. VIE: Tuesday, the 1st?

21 THE COURT: Would that be fine?

22 MS. CURTIS: Your Honor, the nature of my work
23 requires me to be in my office on Monday or Tuesday of any
24 given week.

02:50:49PM 25 THE COURT: What's a good day for you?

1 MS. CURTIS: Wednesday, Thursday or Friday. Any
2 Wednesday, Thursday or Friday I will be here.

3 THE COURT: So if you have to travel, how are you
4 going to get here on Wednesday if you have got to be in there
02:51:01PM 5 on Tuesday?

6 MS. CURTIS: I can travel at night.

7 THE COURT: You can work that out.

8 MS. CURTIS: I will work that out.

9 THE COURT: So let's pick a Wednesday. October 2nd,
10 how is that for you?

11 MR. VIE: No objection, Your Honor.

12 THE COURT: October 2nd. Is 11:30 a good time or is
13 it better in the afternoon, Ms. Curtis?

14 MS. CURTIS: 11:30 is fine.

02:51:24PM 15 THE COURT: Is that fine with you, then, Mr. Vie?

16 MR. VIE: Yes, Your Honor.

17 THE COURT: 10/11, at 11:30 a.m. -- 10/2. 10/11
18 must be a holiday. 10/2. I apologize. October 2nd.

19 We are not going to send out an additional --
02:51:48PM 20 well, we might send a notice out, but don't wait on us to send
21 you a notice. You might get a notice indicating that -- a
22 reminder that this is occurring, and that would be the nature
23 and extent of the -- so let me ask a couple of questions,
24 Mr. Vie. And, I'm not sure, you might confer with your client
02:52:11PM 25 there.

1 I just signed an order, and you know that is a
2 fairly expensive -- I will deal with your order. I need to
3 sign it.

02:52:21PM

4 Can we pull up his order on the motion for the
5 lease?

6 I want to make sure that the funds are
7 available to pay the attorney and the accountant before -- I
8 don't want hear him call me and say, Judge, I haven't seen or
9 heard anything.

02:52:37PM

10 MR. VIE: They are available, Your Honor.

11 THE COURT: All right. Very good. I believe
12 everything else that was requested for payment, the taxes,
13 that's been taken care of.

14 MR. VIE: Yes, Your Honor.

02:52:47PM

15 THE COURT: The only thing I need is your order
16 here.

17 The Court has entered an order on that. I
18 believe that's all that I have. Thank you very much, ladies
19 and gentlemen.

02:53:35PM

20 (Concluded.)

21 * * *

22 I certify that the foregoing is a correct transcript from the
23 record of proceedings in the above-entitled cause, to the best
24 of my ability.

25 //s _____
Stephanie Kay Carlisle CSR, RPR

09/27/2013
Date

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|--|--|--|--|--|---|
| \$ | 2 | 7 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | allegations [2] - 4:24, 31:7
alleged [1] - 37:15
allowing [1] - 43:14
almost [3] - 19:20, 23:13, 46:15
ALSO [1] - 2:14
amount [5] - 10:25, 17:10, 20:14, 24:18, 24:23
amounts [2] - 8:20, 20:25
Amy [2] - 3:4, 4:9
analysis [2] - 9:13, 19:15
Anita [2] - 3:4, 4:7
ANITA [1] - 1:7
announcement [1] - 3:7
annual [1] - 16:2
answer [3] - 5:22, 12:8, 37:12
answered [1] - 13:13
apologize [2] - 48:6, 50:18
appear [1] - 15:7
appearance [1] - 26:6
APPEARANCES [2] - 1:12, 2:1
appeared [3] - 4:25, 10:13, 12:11
Appendix [1] - 34:3
application [2] - 48:3, 48:9
applications [1] - 37:8
applied [1] - 16:9
applies [1] - 7:3
appoint [1] - 45:5
appointing [1] - 38:18
appropriate [1] - 5:17
approval [1] - 5:23
area [4] - 7:6, 14:15, 14:16, 16:13
areas [1] - 18:18
argument [1] - 44:8
Arthur [1] - 2:14
aspect [2] - 4:19, 4:20
aspects [1] - 4:20
asset [1] - 23:25
asset/liability [1] - 46:8
assets [1] - 47:4
associate [2] - 3:25, 14:5
associated [1] - |
| / | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | 8 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| //s [1] - 51:25 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | 9 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| 0 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | A | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| 09/27/2013 [1] - 51:25 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | a.m [1] - 50:17
AARON [1] - 2:3
ability [1] - 51:23
able [9] - 7:7, 11:3, 13:18, 17:14, 30:20, 31:9, 31:11, 40:20, 47:25
above-entitled [1] - 51:22
absent [1] - 36:3
Absolutely [1] - 9:2
absolutely [1] - 44:6
access [1] - 40:21
account [11] - 11:1, 11:6, 12:14, 16:3, 16:23, 16:24, 19:5, 21:24, 22:3, 45:13
accountant [2] - 14:22, 51:7
accountants [1] - 29:18
accounted [2] - 46:22, 46:24
accounting [13] - 4:18, 5:16, 5:20, 10:22, 26:2, 26:17, 26:18, 29:6, 36:11, 37:7, 37:21, 45:14, 46:4
accounts [21] - 8:20, 10:14, 14:2, 15:2, 15:3, 15:4, 15:5, 15:6, 15:8, 15:10, 15:23, 15:24, 16:1, | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| 1 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | 1 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| 1 [8] - 8:7, 19:8, 21:22, 24:14, 24:15, 34:3
10 [4] - 18:22, 30:15, 30:19, 31:24
10/11 [2] - 50:17
10/2 [2] - 50:17, 50:18
1021 [1] - 1:18
11 [2] - 10:1, 23:16
11/11/11 [1] - 21:3
112,346 [1] - 23:23
113.082 [1] - 37:25
114.064 [1] - 43:22
11:30 [3] - 50:12, 50:14, 50:17
11th [2] - 17:19, 45:12
12 [1] - 22:7
120,000 [1] - 23:21
1215 [1] - 1:14
122,000 [1] - 22:16
127,000 [1] - 19:20
14th [1] - 25:19
15th [2] - 34:2, 36:19
16 [3] - 25:10, 25:14, 27:25
183,000 [1] - 21:1
1950 [1] - 1:18
19th [1] - 49:15
1:38 [1] - 1:8
1st [3] - 49:9, 49:11, 49:20 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | 2 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 11:18
addressing [1] - 6:23
administered [1] - 43:5
administering [2] - 42:5, 42:11
administration [1] - 37:18
administrators [1] - 4:6
admissible [1] - 43:10
admissions [2] - 37:20, 37:21
admit [3] - 37:5, 37:8, 37:13
advice [2] - 26:16, 29:7
affect [1] - 43:12
afternoon [4] - 3:19, 3:22, 8:4, 50:13
ago [2] - 5:10, 31:24
ahead [6] - 30:10, 31:12, 36:2, 41:25, 48:7, 49:8
aided [1] - 1:25
AL [1] - 1:8
al [1] - 2:3
alarm [1] - 17:2
alive [3] - 9:16, 10:10, 22:6 | | |
| 1/s [1] - 51:25 | 2 [5] - 8:13, 8:22, 19:14, 25:10, 25:15
2010 [3] - 5:18, 9:17, 20:2
2011 [7] - 10:1, 17:19, 23:16, 23:19, 43:24, 44:1, 45:12
2012 [2] - 4:15, 4:16
2012-592 [1] - 3:3
2013 [5] - 1:7, 3:2, 5:18, 20:2, 34:2
21 [3] - 5:18, 20:2, 49:13
21st [1] - 9:17
298,000 [1] - 23:8
298,976 [1] - 23:22
2nd [3] - 50:9, 50:12, 50:18 | 3 | 16:4, 16:16, 16:22, 18:13, 20:24, 21:22
accrual [2] - 15:21, 15:25
accrual-type [1] - 15:21
accumulated [2] - 19:25, 47:1
accurate [1] - 36:11
act [1] - 36:16
acting [2] - 42:9, 45:11
Action [1] - 1:3
action [1] - 32:13
activity [1] - 15:19
acts [2] - 37:15, 37:17
actual [1] - 8:25
acumen [1] - 26:2
added [1] - 41:15
adding [1] - 41:9
addition [2] - 10:16, 20:8
additional [4] - 30:13, 30:17, 32:22, 50:19
address [4] - 6:24, 29:19, 44:15
addressed [1] - 1 | | |

| | | | | |
|---|--|---|--|---|
| <p>11:13
 assume [1] - 38:11
 assuming [1] - 45:16
 attached [14] - 37:9, 38:4, 40:4, 41:2, 41:3, 41:6, 41:12, 41:15, 47:6, 47:12, 47:14, 47:15, 47:19, 47:23
 attention [5] - 7:2, 14:17, 30:9, 31:1, 49:6
 attorney [4] - 11:20, 12:7, 39:11, 51:7
 attorney's [1] - 45:19
 attorneys [1] - 44:6
 audit [1] - 28:25
 authority [1] - 32:12
 authorized [1] - 43:3
 automatic [1] - 49:16
 automatically [2] - 32:3, 32:12
 automobile [2] - 19:3, 19:4
 available [7] - 13:19, 16:18, 16:19, 18:1, 28:20, 51:7, 51:10
 award [1] - 43:21</p> | <p>36:8, 37:15, 42:6, 42:7, 42:18
 beneficiaries' [1] - 43:13
 beneficiary [8] - 10:3, 36:13, 36:16, 42:20, 42:24, 43:2, 43:16, 44:3
 benefit [1] - 42:18
 best [4] - 13:20, 18:4, 34:16, 51:22
 better [1] - 50:13
 between [3] - 15:24, 31:2, 42:20
 beyond [1] - 23:10
 bias [1] - 37:9
 bifurcate [1] - 38:1
 big [1] - 14:13
 bill [1] - 26:8
 billing [4] - 24:6, 26:5, 26:8, 26:15
 bills [1] - 15:13
 bit [1] - 16:12
 bond [2] - 47:1, 47:2
 bonds [6] - 15:14, 15:17, 16:6, 46:16, 46:18, 46:21
 books [1] - 37:6
 bottom [5] - 8:14, 8:22, 23:21, 24:16, 44:25
 bound [1] - 36:7
 breach [3] - 37:19, 37:22, 43:20
 breaches [1] - 43:19
 bring [5] - 6:20, 14:17, 30:8, 30:25, 49:6
 brings [1] - 21:14
 broad [1] - 12:8
 brokerage [4] - 11:6, 12:10, 15:4, 20:24
 brought [2] - 4:17, 14:24
 Brunsting [10] - 3:4, 3:5, 4:8, 9:16, 10:6, 22:6, 23:16, 25:2, 27:14
 BRUNSTING [1] - 1:7
 Brunsting's [1] - 27:10
 business [1] - 37:24
 BY [6] - 8:3, 9:25, 10:7, 27:3, 28:8, 28:17</p> | <p style="text-align: center;">C</p> <p>calculable [1] - 36:10
 calculated [1] - 43:10
 California [3] - 1:15, 4:22, 35:17
 cancel [4] - 32:12, 32:14, 32:15, 32:16
 Candace [1] - 3:3
 CANDACE [2] - 1:3, 1:13
 cannot [2] - 37:1, 48:15
 capacity [1] - 42:9
 capital [4] - 20:10, 20:21, 20:22, 20:23
 capture [2] - 8:16, 8:17
 care [7] - 22:15, 22:16, 22:19, 29:15, 33:4, 51:13
 Carlisle [1] - 51:25
 CARLISLE [1] - 2:9
 Carol [1] - 27:14
 case [7] - 4:19, 4:21, 16:20, 42:15, 43:21, 44:24, 46:9
 cases [1] - 16:17
 cash [3] - 15:19, 24:18, 47:2
 categorize [1] - 34:16
 categorized [1] - 34:12
 category [1] - 19:7
 CD [2] - 11:24, 12:17
 CD's [2] - 11:24, 13:12
 certain [12] - 14:7, 14:10, 18:1, 18:12, 18:14, 21:13, 33:2, 38:5, 38:6, 38:12, 46:13, 48:11
 certainly [3] - 16:7, 31:10, 31:13
 certified [1] - 45:25
 certify [1] - 51:22
 chance [2] - 35:11, 49:12
 changes [3] - 37:15, 37:16
 check [7] - 17:9, 17:13, 17:15, 18:19, 18:24, 19:1, 27:9
 checkbook [1] - 10:24
 checks [3] - 18:23,</p> | <p>19:13, 24:18
 Chevron [2] - 18:9, 20:14
 choose [1] - 31:10
 citizenship [1] - 4:22
 Civil [2] - 1:3, 42:4
 civil [2] - 35:9, 48:3
 claim [4] - 36:14, 36:17, 37:19, 37:22
 clarify [1] - 8:5
 clear [2] - 27:4, 36:25
 clerk [1] - 40:8
 clerk's [1] - 33:17
 client [1] - 50:24
 clients [1] - 29:12
 closer [3] - 6:18, 6:20, 6:21
 co [5] - 4:7, 5:4, 25:17, 37:15, 45:12
 co-beneficiaries [1] - 37:15
 co-op [1] - 25:17
 co-trustees [3] - 4:7, 5:4, 45:12
 Code [2] - 37:25, 43:22
 code [1] - 25:23
 combination [1] - 12:4
 coming [4] - 9:6, 22:16, 35:16, 35:19
 comments [1] - 18:12
 commingling [1] - 37:8
 common [5] - 42:2, 43:11, 43:15, 43:24, 44:18
 communication [4] - 5:9, 5:13, 39:16
 companies [2] - 18:7, 20:12
 compelled [1] - 37:2
 compensation [1] - 37:17
 compiled [2] - 13:6, 13:7
 complaint [2] - 11:17, 19:6
 complete [4] - 13:24, 13:25, 36:11, 37:7
 completely [2] - 7:15, 12:12
 compliance [1] - 42:23
 comply [1] - 30:20
 comprised [1] - 11:16
 computer [1] - 1:25</p> | <p>computer-aided [1] - 1:25
 concerning [1] - 26:13
 concerns [1] - 24:4
 conclude [1] - 37:3
 Concluded [1] - 51:20
 conclusion [1] - 8:13
 conduct [2] - 5:19, 48:10
 conducting [2] - 5:7, 37:24
 confer [1] - 50:24
 conference [1] - 5:11
 conferred [1] - 14:5
 confers [1] - 36:8
 confidential [1] - 27:14
 confidential [1] - 40:14
 confirm [2] - 17:15, 25:7
 confirmed [1] - 24:24
 conflicted [1] - 43:6
 conjunction [1] - 11:5
 Consequently [1] - 42:11
 consideration [2] - 33:11, 33:23
 considerations [1] - 42:1
 constitutes [1] - 36:13
 contained [2] - 12:20, 36:24
 contains [1] - 36:20
 contempt [2] - 35:10, 48:3
 contention [1] - 31:2
 Continued [1] - 2:1
 continued [1] - 41:9
 controversy [1] - 38:25
 copies [2] - 8:1, 45:25
 copy [6] - 6:15, 7:9, 7:24, 7:25, 40:20, 40:21
 corporate [2] - 30:17, 43:7
 Correct [10] - 9:7, 9:14, 9:22, 10:2, 10:19, 16:11, 17:14, 19:1, 24:2, 27:11
 correct [10] - 8:11, 9:16, 26:9, 32:3, 32:7, 35:5, 39:7, 46:14, 46:15, 51:22</p> |
| <p style="text-align: center;">B</p> | <p>background [1] - 11:17
 backing [1] - 17:8
 backup [1] - 24:9
 balance [1] - 9:3
 Balances [1] - 12:14
 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1
 based [1] - 28:24
 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2
 became [2] - 11:3, 23:11
 BEFORE [1] - 1:10
 beginning [3] - 19:20, 19:21, 41:10
 behalf [2] - 29:11, 39:23
 Behind [1] - 19:11
 behind [2] - 18:21, 48:7
 belong [3] - 42:12, 42:14, 45:15
 belongs [1] - 42:6
 bend [1] - 7:5
 beneficial [1] - 48:1
 beneficiaries [6] -</p> | <p>background [1] - 11:17
 backing [1] - 17:8
 backup [1] - 24:9
 balance [1] - 9:3
 Balances [1] - 12:14
 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1
 based [1] - 28:24
 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2
 became [2] - 11:3, 23:11
 BEFORE [1] - 1:10
 beginning [3] - 19:20, 19:21, 41:10
 behalf [2] - 29:11, 39:23
 Behind [1] - 19:11
 behind [2] - 18:21, 48:7
 belong [3] - 42:12, 42:14, 45:15
 belongs [1] - 42:6
 bend [1] - 7:5
 beneficial [1] - 48:1
 beneficiaries [6] -</p> | <p>background [1] - 11:17
 backing [1] - 17:8
 backup [1] - 24:9
 balance [1] - 9:3
 Balances [1] - 12:14
 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1
 based [1] - 28:24
 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2
 became [2] - 11:3, 23:11
 BEFORE [1] - 1:10
 beginning [3] - 19:20, 19:21, 41:10
 behalf [2] - 29:11, 39:23
 Behind [1] - 19:11
 behind [2] - 18:21, 48:7
 belong [3] - 42:12, 42:14, 45:15
 belongs [1] - 42:6
 bend [1] - 7:5
 beneficial [1] - 48:1
 beneficiaries [6] -</p> | <p>background [1] - 11:17
 backing [1] - 17:8
 backup [1] - 24:9
 balance [1] - 9:3
 Balances [1] - 12:14
 bank [6] - 11:5, 12:10, 12:22, 15:3, 26:1
 based [1] - 28:24
 basis [5] - 16:1, 16:2, 32:16, 34:21, 48:2
 became [2] - 11:3, 23:11
 BEFORE [1] - 1:10
 beginning [3] - 19:20, 19:21, 41:10
 behalf [2] - 29:11, 39:23
 Behind [1] - 19:11
 behind [2] - 18:21, 48:7
 belong [3] - 42:12, 42:14, 45:15
 belongs [1] - 42:6
 bend [1] - 7:5
 beneficial [1] - 48:1
 beneficiaries [6] -</p> |

| | | | | |
|---|--|--|---|---|
| <p>corresponding [1] - 28:4
 cost [1] - 42:23
 costs [1] - 28:9
 counsel [13] - 3:21, 7:4, 13:17, 14:3, 24:23, 26:20, 28:24, 29:6, 29:7, 39:21, 40:20, 47:9
 counsel's [1] - 13:7
 couple [3] - 5:7, 16:22, 50:23
 course [3] - 4:19, 7:3, 39:13
 COURT [151] - 1:1, 2:9, 3:3, 3:11, 3:14, 3:17, 3:21, 3:24, 4:2, 4:9, 4:12, 6:9, 6:13, 6:18, 7:12, 7:15, 7:18, 7:22, 9:23, 10:5, 11:9, 12:3, 12:17, 12:20, 12:23, 13:2, 13:8, 13:21, 14:14, 14:25, 15:2, 15:23, 16:5, 16:12, 17:7, 17:16, 17:24, 18:6, 18:11, 18:18, 19:8, 19:18, 19:24, 20:5, 20:8, 20:15, 20:17, 20:20, 21:1, 21:7, 21:10, 21:13, 21:17, 21:23, 22:1, 22:8, 22:14, 22:19, 22:23, 23:2, 23:8, 23:13, 23:18, 23:20, 23:24, 24:3, 24:11, 24:13, 24:15, 24:20, 25:1, 25:9, 25:11, 25:14, 25:16, 25:21, 25:23, 26:2, 26:10, 26:15, 26:21, 26:24, 27:1, 27:22, 28:2, 28:6, 28:12, 28:23, 29:2, 29:11, 29:14, 29:22, 30:4, 30:10, 30:21, 31:17, 32:1, 32:9, 32:19, 32:21, 32:25, 33:7, 33:15, 33:18, 33:21, 34:5, 34:10, 34:25, 35:6, 35:16, 35:23, 36:2, 38:4, 38:10, 38:21, 39:4, 39:8, 39:12, 40:10, 40:18, 40:23, 41:2, 41:7, 41:11, 41:14, 41:18, 41:22, 41:25, 44:4, 44:8, 46:17, 46:19, 47:22, 48:2, 48:5, 48:18, 48:24, 49:1, 49:4,</p> | <p>49:8, 49:16, 49:21, 49:25, 50:3, 50:7, 50:9, 50:12, 50:15, 50:17, 51:11, 51:15
 Court [33] - 2:9, 4:20, 4:21, 5:9, 5:15, 6:23, 6:24, 8:5, 8:10, 10:20, 26:8, 27:4, 30:19, 30:25, 31:14, 32:11, 35:12, 37:2, 37:22, 38:1, 38:15, 38:18, 38:22, 39:4, 44:14, 45:2, 45:4, 46:5, 46:10, 48:6, 48:10, 51:17, 52:1
 court [3] - 7:7, 44:20, 48:13
 Court's [4] - 14:17, 30:9, 31:1, 49:6
 courthouse [1] - 39:15
 courtroom [2] - 5:13, 6:6
 cover [1] - 6:4
 create [1] - 11:7
 created [1] - 12:16
 creates [1] - 39:15
 CSR [1] - 51:25
 cure [1] - 36:14
 cured [1] - 35:6
 CURTIS [54] - 1:3, 3:10, 6:8, 6:17, 7:11, 7:14, 7:17, 26:25, 29:10, 32:8, 32:18, 32:20, 33:14, 33:17, 33:20, 33:25, 34:6, 34:11, 35:5, 35:14, 35:21, 35:25, 36:3, 38:8, 38:20, 39:3, 39:7, 39:10, 40:8, 40:17, 40:22, 41:1, 41:5, 41:9, 41:13, 41:17, 41:20, 41:24, 42:1, 44:7, 46:15, 46:18, 47:18, 47:23, 48:4, 48:17, 48:23, 48:25, 49:3, 49:22, 50:1, 50:6, 50:8, 50:14
 Curtis [17] - 3:4, 3:9, 4:14, 4:15, 6:5, 6:14, 6:23, 26:12, 26:24, 29:9, 30:2, 30:4, 31:7, 31:19, 32:1, 33:10, 50:13</p> | <p>date [10] - 9:21, 9:23, 10:25, 15:19, 25:6, 48:20, 49:10, 49:15, 49:17
 Date [1] - 51:25
 dated [1] - 34:2
 dates [1] - 13:10
 days [8] - 11:21, 27:10, 30:15, 30:19, 31:24, 48:12, 48:22, 49:13
 de [2] - 36:5, 36:6
 deal [3] - 14:6, 27:17, 51:2
 dealing [1] - 37:8
 death [4] - 9:21, 9:23, 25:3, 27:10
 deceased [1] - 22:5
 December [3] - 5:18, 9:17, 20:2
 decide [2] - 44:22, 49:19
 decision [1] - 47:25
 Deere [2] - 18:10
 DEFENDANT [1] - 26:23
 defendant [3] - 12:7, 26:22, 30:12
 defendants [16] - 3:11, 3:13, 3:16, 4:3, 4:4, 34:4, 34:10, 34:11, 36:20, 37:7, 37:12, 37:23, 40:3, 44:6, 46:8, 47:20
 Defendants [1] - 37:5
 DEFENDANTS [1] - 1:16
 Defendants' [1] - 14:3
 defendants' [7] - 11:20, 13:16, 24:23, 33:22, 35:2, 37:10, 37:11
 defense [3] - 6:1, 7:4, 26:12
 demand [6] - 42:2, 42:23, 43:15, 43:24, 43:25, 47:19
 demanding [1] - 41:4
 demands [2] - 42:15, 43:18
 demise [2] - 9:17, 25:8
 deposit [1] - 28:5
 deposits [2] - 20:3, 21:23
 determinations [1] - 31:4
 determine [2] - 5:20,</p> | <p>38:16
 determined [1] - 5:15
 developed [1] - 5:6
 dialogue [1] - 5:9
 died [2] - 9:21, 23:16
 different [6] - 18:6, 18:7, 42:3, 47:13, 47:14
 direct [2] - 10:4, 10:10
 DIRECT [1] - 8:2
 directed [2] - 8:10, 43:16
 directly [2] - 12:9, 23:15
 disagree [1] - 39:12
 disapproval [1] - 32:5
 disbelieved [1] - 37:2
 disbursed [1] - 21:6
 disbursement [9] - 17:12, 18:15, 24:8, 25:21, 25:22, 25:23, 45:16, 46:5, 46:12
 disbursements [7] - 5:17, 8:10, 17:4, 17:7, 23:3, 23:5, 46:11
 disclose [2] - 43:6, 43:19
 disclosed [1] - 40:15
 disclosure [4] - 37:11, 43:4, 43:11, 43:15
 discovery [15] - 38:5, 39:23, 40:1, 41:19, 42:4, 42:13, 43:1, 43:8, 43:9, 43:10, 43:11, 47:7, 47:9, 47:14, 47:16
 discussed [1] - 16:15
 disk [1] - 12:19
 disparity [1] - 42:20
 dispersed [1] - 45:8
 dispute [1] - 44:13
 disputes [1] - 44:11
 distinct [1] - 36:10
 distinguishing [2] - 15:24, 23:4
 distributed [2] - 8:15, 8:21
 distribution [6] - 8:19, 9:13, 10:9, 19:15, 24:25, 25:2
 distributions [5] - 9:9, 9:15, 9:20, 10:10, 10:14</p> | <p>DISTRICT [3] - 1:1, 1:1, 1:11
 District [1] - 2:9
 diversity [1] - 4:21
 dividend [4] - 8:19, 20:9, 20:14
 dividends [2] - 8:18, 20:13
 DIVISION [1] - 1:2
 docket [1] - 49:14
 document [4] - 17:11, 18:21, 31:22, 41:4
 Document [1] - 34:3
 documentation [3] - 17:4, 34:19, 44:21
 documents [26] - 10:12, 10:16, 11:6, 11:24, 11:25, 12:9, 12:14, 12:25, 13:13, 13:14, 13:23, 13:24, 14:7, 14:18, 14:21, 16:13, 21:20, 34:1, 35:4, 42:14, 42:19, 44:3, 44:16, 45:22, 46:21, 47:19
 dollars [1] - 22:11
 done [6] - 6:25, 7:1, 19:24, 31:12, 35:3, 47:7
 down [4] - 5:11, 7:5, 25:13, 29:2
 downloaded [1] - 12:11
 Downloaded [1] - 12:23
 drawn [1] - 30:6
 during [7] - 8:17, 9:16, 10:3, 15:20, 19:22, 21:5, 22:11
 duties [3] - 36:6, 36:7, 36:15
 duty [4] - 43:6, 43:19, 47:10, 48:10</p> |
| | | <p>D</p> | | |
| | | <p>damages [1] - 38:2
 database [1] - 11:7</p> | | |
| | | <p>E</p> | | <p>e-mails [1] - 13:16
 easier [1] - 39:24
 easy [1] - 7:1
 EE [2] - 46:16, 46:18
 either [8] - 5:22, 8:17, 8:18, 26:12, 26:22, 31:2, 39:17, 47:10
 electronic [5] - 10:18, 10:22, 10:24, 11:23, 13:1
 electronically [2] -</p> |

| | | | | |
|---|---|---|---|--|
| <p>33:19, 33:20
 employ [1] - 31:10
 employment [1] - 4:10
 empowered [1] - 36:6
 encumbered [1] - 36:6
 end [2] - 13:21, 17:25
 endows [1] - 36:16
 enforce [1] - 43:3
 enter [1] - 44:20
 entered [5] - 33:1, 33:2, 33:5, 51:17
 Enterprises [1] - 18:10
 entire [1] - 34:23
 entitled [7] - 36:18, 39:13, 44:1, 44:3, 44:22, 47:4, 51:22
 entry [2] - 25:19, 28:4
 equitable [4] - 42:7, 42:15, 42:19, 43:20
 essence [1] - 42:24
 essentially [1] - 32:2
 Establish [1] - 9:24
 establish [1] - 36:25
 established [1] - 37:3
 estate [17] - 4:6, 4:25, 5:2, 5:4, 8:24, 9:1, 23:15, 42:6, 42:8, 42:10, 42:17, 42:22, 45:7, 45:8, 45:20, 46:10, 46:25
 et [1] - 2:3
 ET [1] - 1:7
 event [1] - 3:7
 evidence [7] - 9:19, 35:18, 36:24, 36:25, 37:12, 37:14, 43:10
 evidenced [1] - 36:13
 ex [2] - 40:4, 41:3
 exact [1] - 43:25
 EXAMINATION [1] - 8:2
 example [4] - 16:5, 17:9, 18:19, 45:25
 except [1] - 26:10
 exceptions [1] - 16:13
 Excuse [2] - 20:16, 47:18
 excuse [1] - 8:19
 excused [1] - 30:7
 excuses [5] - 34:8, 34:20, 36:20, 36:22,</p> | <p>44:2
 exemption [1] - 36:4
 exhibit [4] - 9:8, 41:5, 41:10
 Exhibit [13] - 8:7, 9:8, 9:10, 10:9, 19:8, 19:14, 20:15, 21:22, 24:14, 24:15, 25:10, 25:15
 exhibits [6] - 11:13, 19:12, 41:8, 41:11
 exist [1] - 17:6
 existence [1] - 15:25
 expect [1] - 35:25
 expenditures [1] - 22:24
 expense [8] - 19:4, 24:22, 27:5, 27:8, 27:25, 29:25, 30:1, 35:20
 expenses [21] - 5:16, 8:10, 11:13, 19:11, 22:15, 22:23, 23:3, 23:5, 23:7, 24:9, 24:17, 24:21, 25:3, 26:13, 27:17, 27:20, 28:19, 28:20, 34:12, 34:14, 34:22
 Expenses [2] - 24:17, 25:13
 expensive [1] - 51:2
 experience [1] - 14:22
 explain [2] - 8:15, 10:20
 explained [2] - 14:3, 17:5
 explanation [2] - 27:15, 47:3
 explanations [4] - 34:9, 36:21, 36:22, 44:2
 expressions [1] - 37:9
 extent [3] - 11:2, 11:18, 50:23
 Exxon [3] - 18:9, 20:11, 20:14</p> | <p>failure [2] - 36:12, 36:15
 fairly [1] - 51:2
 faith [1] - 31:3
 family [10] - 18:20, 23:9, 24:18, 24:25, 25:4, 25:5, 25:22, 39:1, 40:13
 far [3] - 39:14, 40:16, 48:7
 farm [7] - 19:20, 19:25, 20:3, 22:20, 31:21, 32:11, 32:18
 Farm [1] - 19:22
 fashion [1] - 44:18
 faster [1] - 33:15
 fault [1] - 26:3
 February [1] - 4:16
 Federal [1] - 41:18
 fees [4] - 16:2, 42:24, 43:21, 45:19
 felt [8] - 5:2, 5:3, 13:20, 14:10, 14:12, 14:20, 14:23, 19:6
 few [3] - 11:9, 14:4, 20:6
 fiduciary [4] - 37:9, 37:19, 37:23, 42:3
 figure [1] - 33:10
 file [9] - 10:17, 10:18, 10:20, 10:22, 33:20, 40:7, 47:7, 47:15, 47:17
 filed [20] - 4:14, 5:19, 6:1, 6:3, 30:6, 30:11, 31:19, 31:23, 32:4, 33:13, 33:14, 33:16, 33:21, 34:3, 35:8, 35:11, 35:14, 40:5, 40:12
 files [4] - 11:23, 13:12, 19:2, 19:4
 filing [3] - 24:7, 24:24, 33:19
 filings [1] - 30:17
 financial [3] - 31:8, 42:20, 42:21
 findings [1] - 5:23
 fine [3] - 49:21, 50:14, 50:15
 firm [4] - 3:5, 11:6, 12:10, 27:16
 first [7] - 4:21, 10:11, 13:10, 13:14, 15:10, 41:22, 43:23
 fit [1] - 21:21
 five [1] - 41:4
 five-page [1] - 41:4
 flow [1] - 20:24
 flow-through [1] -</p> | <p>20:24
 fly [1] - 39:18
 following [3] - 14:19, 42:5, 45:19
 food [1] - 22:19
 FOR [3] - 1:13, 1:16, 2:3
 forefront [1] - 14:24
 foregoing [1] - 51:22
 formal [2] - 6:22, 43:14
 format [3] - 11:23, 13:1
 forms [1] - 30:14
 forth [1] - 35:20
 forward [1] - 6:9
 four [2] - 18:9, 18:11
 frame [7] - 5:17, 8:17, 10:14, 19:23, 21:5, 32:5, 48:21
 Friday [2] - 50:1, 50:2
 full [2] - 13:22, 37:7
 function [5] - 26:17, 26:19, 29:6, 31:8, 43:4
 functions [1] - 38:24
 fundamentals [1] - 31:11
 funds [3] - 20:25, 28:20, 51:6
 funeral [3] - 27:17, 27:20, 28:20
 future [1] - 15:18</p> | <p>great [2] - 14:5, 17:1
 guess [2] - 16:8, 27:16</p> |
| | | <p>F</p> | <p>G</p> | <p>H</p> |
| | | <p>facsimiles [1] - 17:15
 fact [1] - 4:15
 facto [1] - 36:6
 factor [1] - 43:20
 facts [3] - 36:25, 37:3, 43:12
 failed [1] - 37:5</p> | <p>gains [4] - 20:10, 20:21, 20:23
 gaps [1] - 14:13
 gather [6] - 4:3, 17:19, 19:19, 38:16, 38:22, 40:16
 general [1] - 11:12
 generally [3] - 5:5, 10:23, 40:12
 gentleman [1] - 3:24
 gentlemen [2] - 31:17, 51:19
 GEORGE [1] - 1:16
 George [2] - 3:12, 3:15
 gift [1] - 28:19
 gifts [1] - 10:4
 given [8] - 10:23, 11:24, 12:16, 12:17, 14:13, 30:16, 47:20, 49:24
 granted [1] - 32:21</p> | <p>H-12-592 [1] - 1:4
 half [1] - 22:25
 hand [1] - 6:11
 handle [2] - 31:9, 38:24
 hands [2] - 13:22, 45:9
 handwritten [1] - 12:5
 handwritten-type [1] - 12:5
 happy [1] - 30:18
 Hardt [1] - 2:3
 headed [1] - 45:1
 hear [4] - 7:7, 30:22, 45:14, 51:8
 heard [3] - 39:5, 45:5, 51:9
 hearing [13] - 5:10, 5:19, 38:16, 39:17, 45:21, 48:10, 48:12, 48:13, 48:22, 49:9, 49:17, 49:19
 hearings [2] - 5:8
 heir [1] - 5:1
 heirs [1] - 5:2
 help [2] - 27:16, 35:22
 high [1] - 14:21
 higher [1] - 43:7
 highlighted [1] - 14:24
 highlights [1] - 27:25
 himself [1] - 29:6
 hired [1] - 39:8
 hold [1] - 42:7
 holds [1] - 42:17
 holiday [1] - 50:18
 honest [1] - 21:19
 Honor [42] - 3:10, 3:13, 3:16, 3:19, 3:22, 3:25, 6:8, 6:17, 7:11, 7:14, 7:21, 14:1, 16:4, 20:18, 21:19, 27:2, 28:22, 29:10, 29:13, 29:20, 30:3, 30:8, 31:16, 31:25, 32:8, 32:20, 32:24, 33:5, 35:15, 38:20, 40:17, 41:13, 41:17, 41:20, 47:18, 48:4, 49:7, 49:22, 50:11, 50:16, 51:10,</p> |

| | | | | |
|---|---|---|--|---|
| <p>51:14
 honor [1] - 48:25
 HONORABLE [1] - 1:10
 house [3] - 22:9, 22:15, 22:21
 HOUSTON [2] - 1:2, 1:8
 Houston [4] - 1:19, 2:5, 2:10, 25:18
 HOYT [1] - 1:10
 hundred [1] - 14:12
 husband [1] - 22:4</p> | <p>38:23
 information [30] - 10:12, 10:25, 11:7, 13:12, 13:15, 13:18, 15:14, 36:12, 38:3, 38:6, 38:8, 38:11, 38:12, 38:14, 40:13, 40:14, 42:2, 42:12, 42:14, 42:16, 42:19, 42:21, 42:23, 43:9, 43:16, 43:18, 44:1, 44:23, 47:24
 initial [1] - 11:21
 injury [1] - 36:13
 insofar [1] - 36:20
 instructed [2] - 34:13
 Instrument [1] - 31:23
 instruments [1] - 37:13
 interest [10] - 15:18, 16:6, 16:8, 20:9, 36:11, 42:10, 42:19, 46:24, 46:25, 47:3
 interests [1] - 48:1
 Internet [1] - 12:11
 interrogatories [1] - 43:17
 introduction [1] - 11:16
 invest [1] - 15:6
 investment [1] - 15:4
 invoice [2] - 26:19, 29:5
 involved [3] - 42:2, 42:3, 43:1
 Iowa [1] - 6:2
 irrelevant [1] - 34:23
 issue [3] - 15:13, 44:24, 46:4
 issues [3] - 19:5, 30:16, 38:2
 item [3] - 19:21, 24:7, 33:8
 items [1] - 21:21
 itself [2] - 17:13, 47:1</p> | <p>37:22
 July [5] - 5:11, 13:22, 16:19, 34:2, 36:19
 June [2] - 13:10, 23:19
 jurial [1] - 36:7
 jure [1] - 36:6</p> | <p>letters [1] - 46:1
 liability [1] - 24:1
 Life [1] - 18:10
 like. [1] - 25:17
 limine [1] - 4:18
 limitation [1] - 43:17
 limited [2] - 11:2, 11:17
 line [1] - 44:25
 liquidated [2] - 21:12, 21:14
 liquidation [4] - 21:2, 21:3, 21:4, 21:8
 list [2] - 11:25, 34:13
 listed [3] - 14:2, 17:17, 21:22
 literally [1] - 12:13
 litigation [1] - 43:2
 LLP [1] - 1:17
 local [1] - 39:21
 located [2] - 5:1, 9:11
 long-term [3] - 20:10, 20:20, 20:22
 look [4] - 19:18, 28:16, 40:23, 46:11
 looked [2] - 12:12, 12:13
 looking [6] - 18:21, 21:20, 22:1, 23:13, 25:9, 45:25
 Louise [1] - 3:4
 LOUISE [2] - 1:3, 1:13
 Louisiana [1] - 2:4
 lump [1] - 15:18</p> | <p>matters [4] - 31:1, 33:22, 44:13, 44:14
 MAUREEN [1] - 1:17
 Maureen [1] - 3:12
 McCutchen [3] - 1:17, 3:12, 3:15
 mean [5] - 6:19, 11:13, 25:24, 34:10, 40:24
 meaning [1] - 39:16
 meant [1] - 33:10
 mechanical [1] - 1:24
 medical [2] - 22:15, 22:16
 meeting [2] - 11:20, 11:21
 member [5] - 18:20, 24:25, 25:4, 39:1
 members [2] - 24:19, 25:22
 mentioned [1] - 27:5
 merits [1] - 37:20
 Metro [1] - 25:18
 Metropolitan [1] - 18:10
 microphone [1] - 7:5
 middle [1] - 25:19
 might [2] - 16:2, 16:7, 17:9, 17:12, 17:20, 17:21, 18:8, 25:5, 30:18, 30:21, 32:11, 43:12, 44:11, 46:1, 46:2, 46:11, 48:18, 50:20, 50:21, 50:24
 Million [1] - 3:23
 MILLION [6] - 2:3, 3:22, 29:20, 30:8, 30:11, 31:16
 Mills [1] - 1:17
 Mine [1] - 26:18
 misapplications [1] - 37:9
 miscellaneous [10] - 21:17, 24:9, 24:17, 24:20, 24:22, 27:8, 27:25, 28:11, 28:14, 34:18
 Miscellaneous [3] - 24:16, 25:13, 25:16
 misposted [1] - 28:15
 missing [7] - 13:14, 16:13, 16:23, 17:1, 34:1, 34:11, 46:22
 mixed [1] - 4:18
 Monday [1] - 49:23
 money [9] - 4:25, 9:6, 15:6, 17:10,</p> |
| <p style="text-align: center;">I</p> | | <p style="text-align: center;">K</p> | <p>Kay [2] - 3:4, 51:25
 KAY [2] - 1:7, 2:9
 Keep [1] - 28:12
 keep [1] - 37:5
 KENNETH [1] - 1:10
 kept [2] - 13:3, 13:5
 kind [4] - 4:17, 8:18, 16:25, 21:6
 kinds [2] - 44:10, 45:23
 known [2] - 36:9, 43:12
 Kuzik [1] - 3:12</p> | |
| <p>identified [1] - 20:3
 Ill [1] - 1:16
 immaterial [1] - 36:22
 immunity [1] - 36:3
 important [4] - 19:6, 19:7, 44:24, 45:23
 impression [3] - 12:3, 13:2, 13:23
 in-house [1] - 22:15
 inability [1] - 36:14
 incapable [1] - 37:6
 include [5] - 8:25, 21:2, 26:6, 26:15, 39:1
 including [1] - 38:2
 income [38] - 5:16, 8:9, 8:14, 8:22, 11:13, 15:19, 15:21, 15:25, 16:2, 17:20, 19:11, 19:20, 19:25, 20:4, 20:9, 20:11, 20:14, 21:1, 21:10, 21:11, 21:13, 21:15, 21:17, 21:18, 22:1, 22:2, 22:25, 23:2, 23:11, 28:14, 31:5, 34:14, 34:18, 34:22, 46:25
 incoming [1] - 23:7
 independent [2] - 28:25, 43:1
 indicate [1] - 8:14
 indicates [1] - 17:25
 indicating [2] - 17:11, 50:21
 indication [2] - 30:12, 40:13
 individual [3] - 19:2, 19:13, 42:9
 individually [1] - 45:21
 individuals [1] -</p> | <p>January [1] - 44:1
 job [1] - 44:22
 John [1] - 18:10
 Judge [1] - 51:8
 judge [1] - 44:20
 JUDGE [1] - 1:11
 judgement [1] - 35:9
 judgment [2] - 37:20,</p> | <p style="text-align: center;">L</p> | <p>lack [1] - 26:2
 ladies [1] - 51:18
 last [2] - 5:12, 27:5
 late [1] - 43:24
 latter [3] - 13:22, 16:19, 16:24
 law [9] - 3:5, 36:9, 37:4, 42:2, 43:11, 43:14, 43:15, 43:24, 44:18
 lawsuit [2] - 5:5, 42:13
 lawyer [3] - 7:2, 39:9, 49:2
 lawyers [1] - 33:15
 lay [1] - 36:17
 lead [1] - 43:10
 lease [5] - 6:2, 31:21, 32:11, 32:18, 51:5
 least [5] - 5:2, 5:8, 31:3, 46:23, 47:16
 leave [1] - 29:18
 ledger [1] - 28:16
 left [1] - 6:10
 legal [6] - 26:15, 36:5, 36:16, 42:13, 42:25, 43:21
 less [6] - 8:14, 8:20, 22:17, 23:7, 23:18, 23:22
 letter [4] - 33:25, 36:19, 36:23, 44:19</p> | |
| <p style="text-align: center;">J</p> | | <p style="text-align: center;">L</p> | <p style="text-align: center;">M</p> | <p>ma'am [1] - 32:19
 mails [1] - 13:16
 Main [1] - 1:18
 managing [1] - 5:4
 Martinez [1] - 1:15
 master [20] - 3:18, 3:20, 4:3, 5:21, 5:22, 6:6, 6:15, 30:14, 30:18, 33:11, 33:23, 34:2, 34:4, 34:7, 34:13, 34:20, 35:2, 35:3, 35:4, 36:20
 MASTER [1] - 2:3
 master's [2] - 11:4, 34:21
 material [1] - 43:11
 matter [6] - 5:9, 32:10, 33:10, 37:3, 39:12, 49:8</p> |

| | | | | |
|--|---|--|--|--|
| <p>27:18, 27:19, 27:21, 46:4
 monies [1] - 25:3
 month [2] - 13:11, 22:11
 monthly [1] - 16:23
 months [3] - 5:10, 20:6, 22:7
 Moreover [1] - 43:20
 morning [2] - 33:14, 40:9
 most [6] - 12:24, 12:25, 13:18, 14:1, 16:25, 17:5
 mother [1] - 43:24
 motion [20] - 30:6, 31:20, 32:21, 33:21, 33:22, 35:9, 35:12, 38:4, 40:4, 40:5, 41:2, 41:4, 47:6, 47:8, 47:12, 47:16, 49:17, 49:19, 51:4
 motions [5] - 6:1, 6:3, 29:19, 39:22, 41:15
 move [2] - 6:18, 6:20
 moves [1] - 38:1
 MR [38] - 1:16, 2:3, 3:12, 3:15, 3:19, 3:22, 3:25, 4:7, 4:10, 7:21, 8:3, 9:25, 10:6, 10:7, 11:8, 27:2, 27:3, 27:24, 28:4, 28:8, 28:17, 28:22, 29:13, 29:20, 30:3, 30:8, 30:11, 31:16, 31:25, 32:24, 33:5, 49:7, 49:14, 49:20, 50:11, 50:16, 51:10, 51:14
 MS [56] - 1:13, 1:17, 2:9, 3:10, 6:8, 6:17, 7:11, 7:14, 7:17, 26:25, 29:10, 32:8, 32:18, 32:20, 33:14, 33:17, 33:20, 33:25, 34:6, 34:11, 35:5, 35:14, 35:21, 35:25, 36:3, 38:8, 38:20, 39:3, 39:7, 39:10, 40:8, 40:17, 40:22, 41:1, 41:5, 41:9, 41:13, 41:17, 41:20, 41:24, 42:1, 44:7, 46:15, 46:18, 47:18, 47:23, 48:4, 48:17, 48:23, 48:25, 49:3, 49:22, 50:1, 50:6, 50:8, 50:14
 Munsch [1] - 2:3</p> | <p>must [2] - 22:21, 50:18
 mutual [1] - 20:25</p> <p style="text-align: center;">N</p> <p>name [2] - 38:22
 names [1] - 38:23
 nature [6] - 9:4, 12:14, 20:25, 37:1, 49:22, 50:22
 necessarily [3] - 18:24, 45:24, 46:25
 necessary [4] - 14:25, 26:16, 27:21, 38:3
 need [18] - 6:7, 6:24, 9:2, 14:17, 24:5, 28:16, 29:19, 30:19, 31:13, 32:22, 39:11, 40:10, 46:20, 47:15, 47:24, 48:18, 51:2, 51:15
 needed [5] - 13:24, 14:11, 16:21, 32:6, 49:5
 needs [1] - 30:19
 Nella [1] - 10:6
 Nella's [1] - 27:10
 net [4] - 8:14, 8:22, 23:2, 23:6
 next [4] - 22:14, 33:8, 38:15, 48:22
 nicely [1] - 43:23
 night [1] - 50:6
 non [2] - 36:21, 37:13
 non-probative [1] - 36:21
 non-proprietary [1] - 37:13
 normal [1] - 12:12
 noted [3] - 10:9, 18:22, 27:9
 nothing [7] - 28:24, 34:7, 40:16, 44:2, 44:5, 44:6, 44:7
 notice [3] - 50:20, 50:21
 notices [1] - 37:14
 November [5] - 10:1, 17:18, 23:16, 25:19, 45:12
 number [15] - 8:22, 8:23, 11:22, 11:23, 13:13, 15:8, 17:3, 17:17, 21:21, 25:5, 31:22, 41:16, 43:17, 48:11</p> | <p>numbers [4] - 12:15, 23:20, 25:5, 41:10</p> <p style="text-align: center;">O</p> <p>object [2] - 36:19, 47:10
 objecting [1] - 34:6
 objection [12] - 29:4, 29:5, 29:7, 29:9, 29:13, 32:2, 32:4, 32:9, 33:9, 34:25, 50:11
 Objections [1] - 6:2
 objections [4] - 26:11, 26:21, 33:22, 43:15
 obligation [1] - 42:3
 obligations [1] - 4:10
 obtain [1] - 42:21
 obtained [1] - 38:3
 obtaining [1] - 12:2
 obviously [1] - 7:3
 occur [1] - 42:25
 occurred [3] - 32:5, 34:14, 45:17
 occurring [1] - 50:22
 occurs [1] - 32:23
 October [5] - 49:9, 49:11, 50:9, 50:12, 23:2, 23:6
 OF [2] - 1:1, 1:10
 offer [4] - 36:23, 36:24, 37:10, 37:12
 office [3] - 11:22, 33:17, 49:23
 Official [1] - 52:1
 OFFICIAL [1] - 2:9
 often [1] - 16:20
 omissions [1] - 36:24
 once [1] - 38:10
 one [17] - 4:19, 4:20, 5:2, 8:4, 20:11, 21:21, 24:7, 24:11, 27:2, 28:7, 28:9, 30:9, 30:14, 33:1, 36:5, 45:2, 49:18
 One [4] - 4:20, 18:18, 45:4, 46:5
 one-time [1] - 24:11
 ones [1] - 15:11
 op [1] - 25:17
 open [1] - 48:13
 opening [2] - 19:19, 19:20
 opinion [3] - 15:9, 45:1, 48:12
 opportunities [1] -</p> | <p>5:8
 opportunity [1] - 48:11
 order [14] - 29:7, 29:21, 30:14, 32:25, 33:2, 33:22, 36:17, 44:20, 47:13, 51:1, 51:2, 51:4, 51:15, 51:17
 ordinary [1] - 43:7
 original [4] - 12:5, 12:9, 34:19, 41:12
 Otherwise [1] - 46:9
 outside [1] - 48:6
 outstanding [2] - 17:17, 18:2
 overall [1] - 43:21
 overview [1] - 11:12</p> <p style="text-align: center;">P</p> <p>p-66 [1] - 40:25
 p-67 [2] - 40:24, 41:1
 p-68 [1] - 40:24
 P-O-T-T-E-R [1] - 4:1
 P.M [1] - 1:8
 page [13] - 8:13, 8:22, 16:13, 17:17, 17:25, 18:21, 24:13, 24:14, 25:9, 25:10, 25:13, 27:25, 41:4
 Page [2] - 24:15, 25:14
 paid [4] - 8:20, 15:18, 25:3, 29:8
 palpable [1] - 36:13
 paper [6] - 11:6, 11:22, 12:25, 13:1, 13:12, 17:8
 paperwork [2] - 6:21, 29:25
 part [15] - 10:11, 12:24, 12:25, 13:18, 13:22, 14:1, 16:19, 16:25, 17:5, 18:3, 25:1, 25:2, 34:10, 46:13, 46:23
 parte [2] - 40:4, 41:3
 participate [1] - 48:15
 participating [1] - 4:13
 particular [2] - 13:17, 25:4
 particularly [1] - 39:21
 parties [7] - 31:2, 31:9, 31:15, 38:17, 38:21, 43:1, 46:7</p> | <p>party [3] - 34:18, 42:13, 42:15
 passed [2] - 36:23, 43:25
 pay [4] - 5:24, 7:2, 42:22, 51:7
 payee [1] - 10:25
 paying [4] - 16:6, 16:7, 42:24, 46:24
 payment [8] - 11:1, 18:25, 24:11, 26:8, 26:13, 30:1, 33:2, 51:12
 payments [3] - 10:4, 18:22, 19:15
 pending [2] - 4:16, 35:13
 penny [1] - 34:7
 pension [1] - 22:1
 per [1] - 45:20
 percent [2] - 14:12, 46:15
 percentage [1] - 14:21
 perfect [1] - 36:14
 perform [3] - 36:7, 36:15, 43:4
 performed [2] - 14:15, 30:13
 perhaps [3] - 5:12, 17:19, 49:9
 period [13] - 4:16, 8:10, 10:3, 15:20, 16:24, 17:1, 19:25, 20:1, 20:6, 22:12, 34:14, 45:13
 permit [2] - 5:21, 35:24
 person [5] - 30:24, 43:2, 44:19, 46:1, 46:2
 personal [2] - 42:10, 42:21
 pet [2] - 22:19
 pick [1] - 50:9
 pictures [1] - 17:15
 place [3] - 9:16, 31:12, 43:14
 PLAINTIFF [1] - 1:13
 Plaintiff [2] - 37:21, 38:1
 plaintiff [5] - 3:8, 15:12, 26:12, 26:22, 30:12
 Plaintiff's [1] - 37:19
 plaintiff's [1] - 37:11
 plastic [1] - 12:19
 pleadings [1] - 30:11
 podium [2] - 7:1, 7:22</p> |
|--|---|--|--|--|

| | | | | |
|---|---|--|--|---|
| <p>point [9] - 15:7, 27:18, 27:21, 32:4, 32:17, 44:25, 46:8, 46:19, 48:9
 policy [1] - 42:1
 position [1] - 44:15
 positive [1] - 36:25
 possibility [1] - 28:15
 possible [1] - 43:3
 Potter [2] - 2:14, 4:1
 powers [1] - 36:16
 pre [1] - 25:1
 prejudicial [1] - 36:21
 prepared [6] - 8:6, 12:6, 12:7, 35:23, 36:1, 46:9
 PRESENT [1] - 2:14
 present [4] - 4:9, 14:11, 31:3, 38:22
 presented [3] - 13:4, 40:2, 46:9
 presenting [1] - 35:18
 primarily [1] - 11:9
 principal [2] - 16:9, 47:2
 private [1] - 40:13
 Pro [1] - 1:14
 pro [1] - 3:8
 probative [1] - 36:21
 problem [2] - 39:2, 39:14
 problems [1] - 39:15
 procedure [1] - 5:23
 Procedure [2] - 41:19, 42:4
 procedures [1] - 8:5
 proceed [2] - 39:22, 39:24
 Proceeding [1] - 5:13
 proceeding [5] - 6:22, 40:15, 41:12, 48:14, 48:19
 PROCEEDINGS [1] - 1:10
 Proceedings [1] - 1:24
 proceedings [2] - 39:20, 51:22
 proceeds [1] - 22:9
 process [2] - 5:7, 11:19
 processed [1] - 13:16
 proclaimed [1] - 37:17
 produced [1] - 1:25</p> | <p>production [1] - 47:19
 proof [2] - 36:24, 37:12
 proper [4] - 13:24, 18:8, 39:19, 46:12
 properly [2] - 5:4, 36:18
 property [6] - 5:1, 6:2, 33:2, 36:11, 36:18, 42:5
 proposed [2] - 29:21, 30:14
 proprietary [2] - 37:13, 42:14
 provide [4] - 37:13, 37:14, 40:21, 47:16
 provided [11] - 8:9, 9:5, 10:17, 15:10, 15:11, 15:12, 34:1, 38:7, 38:8, 44:21
 providing [1] - 37:6
 public [3] - 40:15, 42:1
 pull [1] - 51:4
 purchase [1] - 15:6
 purpose [1] - 30:23
 purposes [1] - 19:5
 pursuant [3] - 38:13, 42:2, 43:21
 pushes [1] - 14:14
 put [3] - 24:9, 27:21, 28:3
 putting [1] - 23:21</p> | <p style="text-align: center;">R</p> <p>Raise [1] - 6:11
 raised [2] - 15:13, 19:6
 rationally [1] - 37:1
 read [1] - 41:18
 ready [3] - 7:9, 31:12, 35:18
 really [5] - 14:13, 14:23, 14:24, 39:19, 40:10
 reason [4] - 4:9, 46:23, 47:18, 47:23
 reasonable [1] - 43:15
 reasonably [1] - 43:9
 reasons [1] - 42:5
 recapturing [1] - 9:9
 receipt [3] - 15:19, 17:11, 19:11
 receipts [7] - 5:16, 8:9, 8:14, 8:18, 23:2, 23:7, 34:19
 receive [1] - 34:18
 received [17] - 5:21, 8:18, 11:19, 11:22, 13:9, 13:11, 14:3, 14:4, 14:18, 15:2, 26:11, 26:16, 26:21, 34:20, 44:5, 44:7, 44:12
 reclassified [3] - 24:18, 25:20, 27:6
 recollection [1] - 18:5
 recommit [2] - 33:10, 33:22
 record [4] - 11:10, 32:10, 48:13, 51:22
 recorded [1] - 1:24
 records [10] - 11:19, 11:23, 12:4, 12:5, 12:6, 13:3, 17:10, 34:11, 37:6, 44:3
 redeposited [1] - 27:18
 reference [1] - 27:24
 referring [2] - 12:18, 41:3
 reflect [4] - 8:23, 17:18, 18:23, 19:13
 reflected [10] - 13:10, 15:20, 15:22, 16:3, 16:10, 17:12, 21:23, 22:9, 24:13, 28:9
 reflecting [1] - 20:11
 refunds [1] - 22:8</p> | <p>refusal [1] - 36:12
 refused [1] - 37:13
 regard [2] - 26:22, 32:9
 regarding [6] - 5:22, 6:15, 24:5, 24:6, 35:4, 43:5
 regards [1] - 15:14
 reimburse [1] - 45:15
 reimbursement [2] - 18:24, 19:2
 reimbursements [1] - 18:23
 reinvested [2] - 17:20, 17:21
 reinvestment [1] - 8:20
 related [1] - 41:19
 relates [2] - 9:8, 26:5
 relation [2] - 36:5, 36:7
 relevant [4] - 44:23, 45:23, 46:2, 46:3
 rely [1] - 31:4
 remaining [1] - 38:2
 remains [1] - 9:1
 remarks [1] - 7:8
 remedies [1] - 43:20
 remember [1] - 21:20
 reminder [1] - 50:22
 remove [1] - 45:5
 removed [3] - 37:23, 38:17, 40:19
 renewal [4] - 6:1, 31:21, 32:5, 32:11
 renewed [2] - 32:3, 32:12
 rent [1] - 19:22
 rental [1] - 20:4
 repair [1] - 19:4
 repairs [1] - 19:3
 repeat [1] - 20:19
 report [29] - 5:15, 5:19, 5:21, 6:16, 7:10, 7:24, 8:6, 8:7, 8:13, 11:4, 11:14, 11:16, 13:11, 13:25, 14:2, 14:11, 16:13, 19:5, 24:5, 24:8, 24:24, 28:10, 29:5, 30:1, 33:8, 34:4, 34:21, 34:22, 35:2
 reported [2] - 15:25, 20:23
 reporter [1] - 7:7
 Reporter [1] - 52:1
 REPORTER [1] - 2:9
 reporting [1] - 16:1
 reports [3] - 16:17,</p> | <p>16:18, 31:8
 represented [1] - 28:19
 request [12] - 5:24, 29:5, 30:1, 30:18, 31:21, 35:2, 37:11, 38:5, 38:13, 42:4, 44:17, 47:17
 requested [5] - 20:1, 42:12, 44:13, 44:23, 51:12
 requesting [7] - 39:13, 42:13, 44:19, 46:13, 47:8, 47:9, 47:10
 requests [4] - 41:19, 42:13, 43:1, 45:23
 require [5] - 38:18, 40:18, 48:10, 48:12, 48:13
 required [1] - 40:3
 requires [1] - 49:23
 requiring [1] - 6:25
 resident [1] - 4:22
 residents [1] - 4:23
 resources [1] - 42:21
 respect [3] - 30:16, 42:15, 48:7
 respond [11] - 10:12, 13:19, 35:11, 35:24, 38:12, 40:3, 47:11, 48:11, 48:21, 49:12
 responded [1] - 47:21
 responding [1] - 49:18
 response [4] - 15:12, 34:4, 35:25, 37:11
 responses [1] - 33:8
 responsibilities [1] - 36:4
 responsive [2] - 44:7, 44:9
 resulting [1] - 36:14
 results [1] - 36:3
 revelation [1] - 46:20
 review [1] - 11:5
 reviewed [2] - 32:2, 33:7
 rights [3] - 36:9, 36:10, 43:13
 ripe [1] - 37:20
 RPR [1] - 51:25
 rule [1] - 7:3
 Rules [2] - 41:18, 42:4
 rules [4] - 40:1, 41:18, 43:8, 47:7
 Rusk [1] - 2:10
 Ruth [2] - 3:5, 4:9</p> |
| <p style="text-align: center;">Q</p> <p>qualified [1] - 38:24
 quarterly [5] - 14:8, 16:1, 16:17, 16:18, 16:24
 quarterly-type [1] - 14:8
 quarters [1] - 25:12
 questioned [1] - 48:18
 questioning [1] - 6:25
 questions [16] - 5:22, 6:7, 6:15, 7:12, 7:14, 7:17, 7:18, 7:19, 8:4, 11:8, 13:17, 28:22, 34:2, 34:17, 38:2, 50:23
 Quicken [3] - 10:17, 19:2, 19:3
 quite [3] - 16:20, 40:2, 49:3</p> | | | | |

| | | | | |
|--|--|---|--|---|
| <p style="text-align: center;">S</p> <p>sale [4] - 18:14, 21:2, 21:13, 22:9</p> <p>sat [1] - 15:18</p> <p>satisfied [1] - 7:15</p> <p>saw [4] - 4:21, 14:25, 15:14, 38:4</p> <p>schedule [1] - 11:24</p> <p>scope [2] - 43:8, 43:11</p> <p>Se [1] - 1:14</p> <p>se [2] - 3:8, 45:20</p> <p>seal [5] - 40:5, 40:7, 40:11, 40:12, 40:19</p> <p>season [1] - 30:16</p> <p>seat [3] - 6:10, 6:13, 6:19</p> <p>Second [1] - 45:7</p> <p>second [2] - 16:18, 33:2</p> <p>secondly [1] - 4:24</p> <p>section [2] - 17:25, 22:15</p> <p>Sections [1] - 37:25</p> <p>securities [1] - 18:14</p> <p>Security [2] - 22:2</p> <p>see [12] - 3:7, 4:2, 5:10, 6:3, 15:16, 17:1, 28:6, 31:22, 39:2, 48:5, 48:21</p> <p>seeing [1] - 17:22</p> <p>seem [2] - 38:25, 39:1</p> <p>self [2] - 36:5, 37:8</p> <p>self-dealing [1] - 37:8</p> <p>send [3] - 50:19, 50:20</p> <p>separate [4] - 21:7, 21:10, 26:19, 47:16</p> <p>separately [2] - 26:17, 26:18</p> <p>September [2] - 3:2, 33:13</p> <p>SEPTEMBER [1] - 1:7</p> <p>serve [1] - 38:18</p> <p>served [1] - 3:6</p> <p>servicing [1] - 4:5</p> <p>set [4] - 5:9, 11:20, 48:20, 49:8</p> <p>sets [1] - 44:19</p> <p>setting [1] - 5:17</p> <p>several [5] - 5:10, 15:3, 45:2, 45:3</p> <p>share [1] - 45:8</p> <p>shared [2] - 29:25, 30:1</p> | <p>shares [3] - 17:17, 18:3, 18:7</p> <p>sheet [2] - 9:3, 24:3</p> <p>Shirley [1] - 1:17</p> <p>short [2] - 20:10, 20:23</p> <p>short-term [1] - 20:23</p> <p>show [7] - 10:24, 15:3, 20:9, 23:8, 27:22, 35:9, 47:13</p> <p>showed [1] - 18:24</p> <p>shows [3] - 19:19, 24:17, 25:16</p> <p>side [2] - 5:22, 31:2</p> <p>sides [1] - 30:22</p> <p>sign [1] - 51:3</p> <p>signed [1] - 51:1</p> <p>simply [4] - 15:5, 32:10, 44:19, 47:7</p> <p>single [1] - 25:4</p> <p>sisters [5] - 4:4, 4:23, 5:3, 45:9, 45:10</p> <p>situation [1] - 42:25</p> <p>small [1] - 21:21</p> <p>Social [2] - 22:2</p> <p>sold [1] - 23:10</p> <p>solved [1] - 46:4</p> <p>someone [3] - 31:10, 38:18, 39:22</p> <p>someplace [1] - 40:25</p> <p>sometime [1] - 13:22</p> <p>somewhere [2] - 4:15, 41:8</p> <p>soon [2] - 35:17, 49:11</p> <p>sorry [8] - 3:14, 20:17, 20:18, 20:22, 24:14, 24:21, 29:17, 31:19</p> <p>sort [1] - 21:18</p> <p>sought [1] - 43:9</p> <p>sounds [2] - 45:4, 45:18</p> <p>SOUTHERN [1] - 1:1</p> <p>speaking [3] - 5:5, 7:6, 29:11</p> <p>special [10] - 3:17, 3:20, 4:3, 5:21, 6:6, 6:15, 19:7, 30:14, 30:18, 35:3</p> <p>SPECIAL [1] - 2:3</p> <p>specific [1] - 36:8</p> <p>Specifically [1] - 9:19</p> <p>spending [1] - 34:6</p> <p>spent [2] - 26:7, 26:11</p> | <p>staff [1] - 13:7</p> <p>stand [1] - 6:24</p> <p>standing [1] - 7:6</p> <p>start [3] - 6:13, 6:14, 30:5</p> <p>started [1] - 11:19</p> <p>statement [13] - 8:9, 9:5, 16:10, 17:24, 19:9, 19:10, 24:4, 26:1, 35:21, 35:24, 36:1, 46:8</p> <p>statements [11] - 11:6, 12:10, 12:22, 14:2, 14:8, 14:9, 16:16, 34:19, 35:1, 35:2, 35:4</p> <p>STATES [2] - 1:1, 1:11</p> <p>statutory [1] - 43:25</p> <p>stenography [1] - 1:24</p> <p>step [1] - 29:2</p> <p>STEPHANIE [1] - 2:9</p> <p>Stephanie [1] - 51:25</p> <p>still [3] - 14:4, 47:24, 49:1</p> <p>stock [18] - 8:15, 8:20, 8:25, 9:9, 9:20, 10:8, 15:4, 15:7, 19:15, 20:24, 21:1, 21:2, 21:3, 21:12, 23:9, 23:10</p> <p>Stock [1] - 9:13</p> <p>stocks [7] - 15:5, 17:19, 18:1, 18:2, 21:4, 21:5, 21:14</p> <p>Street [2] - 1:18, 2:4</p> <p>stuff [2] - 4:18, 31:11</p> <p>subject [1] - 43:19</p> <p>submission [3] - 26:11, 49:15, 49:16</p> <p>submit [1] - 29:21</p> <p>submitted [3] - 13:13, 26:7, 26:19</p> <p>subsequent [2] - 24:24, 25:8</p> <p>substantial [2] - 4:25, 15:8</p> <p>substantially [1] - 14:21</p> <p>substantive [1] - 34:8</p> <p>sued [1] - 3:5</p> <p>suggest [1] - 44:12</p> <p>suggests [1] - 41:7</p> <p>suit [1] - 4:14</p> <p>Suite [3] - 1:18, 2:4, 2:10</p> <p>sum [1] - 15:18</p> <p>summary [6] - 14:8,</p> | <p>15:2, 19:9, 19:10, 37:20, 37:22</p> <p>sums [1] - 4:25</p> <p>supervision [2] - 14:6, 45:9</p> <p>supplement [1] - 11:10</p> <p>supplied [1] - 16:21</p> <p>support [1] - 34:1</p> <p>supports [1] - 37:21</p> <p>swear [1] - 6:10</p> <p>sworn [1] - 6:12</p> <p style="text-align: center;">T</p> <p>Tab [1] - 34:3</p> <p>Tax [1] - 22:8</p> <p>tax [1] - 30:16</p> <p>taxes [2] - 33:3, 51:12</p> <p>technically [2] - 15:16, 15:17</p> <p>telephone [4] - 5:11, 39:18, 39:19, 48:16</p> <p>ten [1] - 11:21</p> <p>term [7] - 10:24, 18:8, 20:10, 20:20, 20:22, 20:23</p> <p>terms [1] - 11:13</p> <p>testify [1] - 6:7</p> <p>TEXAS [2] - 1:1, 1:8</p> <p>Texas [6] - 1:19, 2:5, 2:10, 4:23, 37:25, 43:21</p> <p>THE [214] - 1:10, 3:3, 3:11, 3:14, 3:17, 3:21, 3:24, 4:2, 4:9, 4:12, 6:9, 6:13, 6:18, 7:12, 7:15, 7:18, 7:22, 9:23, 10:5, 11:9, 11:15, 12:3, 12:8, 12:17, 12:19, 12:20, 12:22, 12:23, 12:24, 13:2, 13:5, 13:8, 13:9, 13:21, 14:1, 14:14, 14:20, 14:25, 15:1, 15:2, 15:11, 15:23, 16:4, 16:5, 16:11, 16:12, 16:15, 17:7, 17:14, 17:16, 17:23, 17:24, 18:4, 18:6, 18:9, 18:11, 18:17, 18:18, 19:1, 19:8, 19:17, 19:18, 19:22, 19:24, 20:3, 20:5, 20:7, 20:8, 20:13, 20:15, 20:16, 20:17, 20:18, 20:20, 20:22, 21:1,</p> | <p>21:4, 21:7, 21:9, 21:10, 21:12, 21:13, 21:16, 21:17, 21:19, 21:23, 21:25, 22:1, 22:6, 22:8, 22:13, 22:14, 22:18, 22:19, 22:22, 22:23, 23:1, 23:2, 23:6, 23:8, 23:12, 23:13, 23:17, 23:18, 23:19, 23:20, 23:22, 23:24, 24:2, 24:3, 24:7, 24:11, 24:12, 24:13, 24:14, 24:15, 24:16, 24:20, 24:22, 25:1, 25:7, 25:9, 25:10, 25:11, 25:12, 25:14, 25:15, 25:16, 25:19, 25:21, 25:22, 25:23, 25:25, 26:2, 26:9, 26:10, 26:14, 26:15, 26:18, 26:21, 26:23, 26:24, 27:1, 27:22, 28:2, 28:6, 28:7, 28:12, 28:13, 28:23, 29:1, 29:2, 29:11, 29:14, 29:22, 30:4, 30:10, 30:21, 31:17, 32:1, 32:9, 32:19, 32:21, 32:25, 33:7, 33:15, 33:18, 33:21, 34:5, 34:10, 34:25, 35:6, 35:16, 35:23, 36:2, 38:4, 38:10, 38:21, 39:4, 39:8, 39:12, 40:10, 40:18, 40:23, 41:2, 41:7, 41:11, 41:14, 41:18, 41:22, 41:25, 44:4, 44:8, 46:17, 46:19, 47:22, 48:2, 48:5, 48:18, 48:24, 49:1, 49:4, 49:8, 49:16, 49:21, 49:25, 50:3, 50:7, 50:9, 50:12, 50:15, 50:17, 51:11, 51:15</p> <p>theirs [1] - 36:18</p> <p>themselves [1] - 31:9</p> <p>theoretically [3] - 16:8, 46:23, 49:13</p> <p>therefore [3] - 16:9, 37:2, 37:6</p> <p>therein [1] - 36:25</p> <p>third [2] - 34:18, 45:10</p> <p>third-party [1] - 34:18</p> <p>thirds [1] - 25:12</p> <p>thousand [1] - 22:11</p> |
|--|--|---|--|---|

| | | | |
|--|--|--|---|
| <p>thousands [1] - 12:13
 three [7] - 18:6, 18:7, 22:11, 23:20, 25:12, 27:10
 three-month [1] - 22:11
 three-quarters [1] - 25:12
 throwing [1] - 39:24
 Thursday [2] - 50:1, 50:2
 tie [1] - 10:13
 tied [1] - 12:15
 timeline [1] - 11:18
 timing [1] - 27:5
 TIMOTHY [1] - 2:3
 Timothy [1] - 3:22
 title [1] - 42:7
 today [4] - 4:8, 11:18, 26:6, 33:13
 together [3] - 4:18, 23:21, 25:18
 took [1] - 9:15
 top [1] - 18:21
 total [9] - 18:2, 21:15, 22:10, 22:24, 23:4, 23:6, 23:7, 25:17, 28:16
 totaling [1] - 25:18
 touched [1] - 18:18
 towards [1] - 12:1
 Towards [1] - 24:16
 trace [1] - 16:25
 track [1] - 5:11
 transaction [2] - 27:12, 27:13
 transactions [2] - 10:8, 34:20
 TRANSCRIPT [1] - 1:10
 transcript [2] - 1:24, 51:22
 transcription [1] - 1:25
 transfer [1] - 23:9
 transferred [1] - 23:14
 transfers [1] - 17:18
 travel [2] - 50:3, 50:6
 Treasury [6] - 15:13, 16:5, 16:6, 46:18, 46:21
 true [1] - 37:7
 Trust [2] - 37:25, 43:22
 trust [17] - 10:4, 18:3, 37:13, 37:16, 37:17, 37:24, 42:6, 42:8, 42:11, 42:17,</p> | <p>42:18, 42:22, 43:2, 43:3, 43:5
 trustee [15] - 36:15, 37:16, 38:19, 42:5, 42:9, 42:12, 42:17, 42:22, 43:5, 43:6, 43:12, 43:16, 43:18, 43:19, 45:5
 trustees [11] - 4:6, 4:7, 5:4, 36:5, 36:17, 37:16, 38:17, 43:7, 45:5, 45:11, 45:12
 truth [1] - 4:17
 trying [7] - 8:16, 8:17, 13:20, 14:5, 26:3, 33:9, 35:17
 Tuesday [3] - 49:20, 49:23, 50:5
 turnover [1] - 13:14
 two [10] - 4:4, 8:4, 20:6, 22:11, 23:20, 25:5, 25:12
 two-thirds [1] - 25:12
 two-year [1] - 20:6
 type [4] - 12:5, 14:8, 15:21, 19:3
 types [1] - 39:20</p> | <p style="text-align: center;">V</p> <p>value [6] - 8:15, 8:23, 8:25, 23:10, 46:10
 various [1] - 15:4
 vehicle [1] - 47:14
 venue [1] - 46:12
 versus [1] - 3:4
 veterinarian [1] - 22:23
 VIE [29] - 1:16, 3:12, 3:15, 4:7, 4:10, 7:21, 8:3, 9:25, 10:6, 10:7, 11:8, 27:2, 27:3, 27:24, 28:4, 28:8, 28:17, 28:22, 29:13, 31:25, 32:24, 33:5, 49:7, 49:14, 49:20, 50:11, 50:16, 51:10, 51:14
 Vie [18] - 3:12, 3:15, 7:19, 9:23, 27:1, 29:11, 30:2, 30:5, 31:19, 32:22, 33:25, 35:23, 47:9, 47:17, 48:20, 49:5, 50:15, 50:24
 voice [1] - 28:12
 voluntarily [1] - 46:7
 VS [1] - 1:6</p> | <p>25:25
 Withholding [1] - 36:12
 witness [5] - 6:12, 7:1, 7:2, 7:13, 7:20
 WITNESS [63] - 11:15, 12:8, 12:19, 12:22, 12:24, 13:5, 13:9, 14:1, 14:20, 15:1, 15:11, 16:4, 16:11, 16:15, 17:14, 17:23, 18:4, 18:9, 18:17, 19:1, 19:17, 19:22, 20:3, 20:7, 20:13, 20:16, 20:18, 20:22, 21:4, 21:9, 21:12, 21:16, 21:19, 21:25, 22:6, 22:13, 22:18, 22:22, 23:1, 23:6, 23:12, 23:17, 23:19, 23:22, 24:2, 24:7, 24:12, 24:14, 24:16, 24:22, 25:7, 25:10, 25:12, 25:15, 25:19, 25:22, 25:25, 26:9, 26:14, 26:18, 28:7, 28:13, 29:1
 words [3] - 27:19, 40:4, 42:7
 Wow [1] - 33:15
 writing [2] - 43:24, 44:19
 written [5] - 17:9, 18:20, 19:1, 19:13, 19:14</p> |
| | U | | |
| <p>U.S [1] - 2:9
 Ulfianian [1] - 1:14
 uncomfortable [1] - 14:23
 uncontradicted [1] - 37:1
 under [14] - 8:5, 28:11, 28:13, 40:1, 40:5, 40:7, 40:11, 40:12, 40:19, 42:4, 43:8, 45:9, 47:7, 48:19
 underlying [1] - 21:20
 unexplained [1] - 14:13
 UNITED [2] - 1:1, 1:11
 unless [2] - 28:3, 32:21
 Unlike [1] - 43:16
 up [7] - 6:18, 6:20, 6:21, 11:20, 28:12, 44:20, 51:4
 utilize [1] - 30:24</p> | | <p style="text-align: center;">W</p> <p>W-D-R-L [1] - 25:24
 wait [1] - 50:20
 waste [1] - 34:24
 Wednesday [4] - 50:1, 50:2, 50:4, 50:9
 week [2] - 11:21, 49:24
 well-known [1] - 36:9
 WEST [3] - 3:19, 3:25, 30:3
 West [7] - 3:20, 6:12, 11:11, 28:12, 30:23, 31:13, 34:1
 whatsoever [1] - 42:10
 wife [1] - 22:4
 William [4] - 2:14, 3:19, 3:25, 6:12
 WILLIAM [1] - 1:16
 wise [1] - 47:9
 withdrawal [2] - 25:17, 25:25
 Withdrawal [1] -</p> | Y |
| | | | <p>year [1] - 20:6
 years [4] - 12:14, 14:22, 20:6, 22:11</p> |

Exhibit 19

Bates stamped exhibits of EE bonds from Defendants April 9, 2013 disclosure CD
delivered to Plaintiff in open court

Bank of America



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00129 08/20/2010 11:59
Entity NTX CC 0008519 Tlr 00003
Account *****1143
R/T# 540740134
Deposit \$11,947.07
DRL TX***** 10/11

Member FDIC
95-14-2005B 05-2009

P4913

17-20360.1219

BRUNSTING000470

Withdrawal Deposit Contribution Payments Misc Teller Office TouchPoint Edit

E/EE Bond

| No. | Series | Denom | Issue Date | Redemption Value | Interest |
|-----|--------|--------|------------|------------------|----------|
| 1 | EE | 50.00 | 1982 / 09 | 133.04 | 108.04 |
| 2 | EE | 75.00 | 1982 / 12 | 190.44 | 152.94 |
| 3 | EE | 75.00 | 1982 / 11 | 190.44 | 152.94 |
| 4 | EE | 75.00 | 1982 / 10 | 199.56 | 162.06 |
| 5 | EE | 75.00 | 1982 / 08 | 203.55 | 166.05 |
| 6 | EE | 75.00 | 1982 / 07 | 203.55 | 166.05 |
| 7 | EE | 75.00 | 1982 / 06 | 203.55 | 166.05 |
| 8 | EE | 75.00 | 1982 / 05 | 203.55 | 166.05 |
| 9 | EE | 75.00 | 1982 / 04 | 203.55 | 166.05 |
| 10 | EE | 75.00 | 1982 / 03 | 203.55 | 166.05 |
| 11 | EE | 75.00 | 1982 / 01 | 207.63 | 170.13 |
| 12 | EE | 100.00 | 1982 / 03 | 271.40 | 221.40 |

Sub/Totals

| | | |
|------------------------------------|----------|---------|
| Pre-January 1990 Issue Dates | 11947.07 | 9722.07 |
| January 1990 and Later Issue Dates | | |
| Total | 11947.07 | 9722.07 |

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

P4915

17-20360.1221

BRUNSTING000472

385

Some E.M. ...

P4917

17-20360.1223

BRUNSTING000950

| TERM | LOC. | EMPL. NO. | NAME | BONDS | UNITS |
|------|------|-----------|-----------------|-------|-------|
| 1968 | 800 | 114162 | E. H. BRUNSTING | 22 | 58 |

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4918

17-20360.1224

BRUNSTING000951

| LOC. | EMPLOYEE NO. | NAME | 67 TERM | BONDS | UNITS |
|------|--------------|-----------------|------------------------------|-------|-------|
| 800 | 114,162 | E. H. BRUNSTING | <i>Cancelled
9/11/76</i> | 20 | 56 |

P4919

17-20360.1225

BRUNSTING000952

| TERM | LOC. | EMPL. NO. | NAME | BONDS | UNITS |
|------|------|-----------|-----------------|-------|-------|
| 1969 | 800 | 114162 | E. H. BRUNSTING | 24 | 67 |

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS

P4920

17-20360.1226

BRUNSTING000953

| TERM | LOC. | EMPL. NO. | NAME | BONDS | UNITS |
|------|------|-----------|-----------------|-------|-------|
| 1970 | 800 | 114162 | E. H. BRUNSTING | 24 | 70 |

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4921

17-20360.1227

BRUNSTING000954

| TERM | LOC. | EMPL. NO. | NAME | BONDS | UNITS |
|-------|------|-----------|-----------------|-------|-------|
| ,1971 | 800 | 114162 | E. H. BRUNSTING | 24 | 78 |

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4922

17-20360.1228

BRUNSTING000955

Bank of America



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 000400 08/27/2008 11:35
Entity NTX CC 0008519 Tr 00010
Account *****1143
R/T# 540740134
Deposit \$4,448.04
N DRL TX***** 10/11

95-14-2005B 08-2004

P4923

17-20360.1229
BRUNSTING000956

Toll free number for Federal Reserve Bank in K.C. - 1-800-333-2919.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination

Cashed in 2/27/07

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008

Cashed in Mar. 4, 2008

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008

8/27/08 - Series EE - 1981 - From February to Dec. Expire 2011
All denominations

*- 15 bonds '81 cashed
total 1448.04*

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 - January through July - Expire - 2013

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office Exit

E/EE Bond

| No. | Series | Denom | Issue Date | Redemption Value | Interest |
|-----|--------|--------|------------|------------------|----------|
| 1 | E | 200.00 | 1978 / 01 | 1027.60 | 877.60 |
| 2 | E | 100.00 | 1978 / 01 | 513.80 | 438.80 |

-Sub/Totals-

| | | |
|------------------------------------|---------|---------|
| Pre-January 1990 Issue Dates | 1541.40 | 1316.40 |
| January 1990 and Later Issue Dates | | |
| Total | 1541.40 | 1316.40 |

- PGUP = Screen Up
- PGDN = Screen Down
- DOWN ARROW = Scroll Down
- UP ARROW = Scroll Up
- ALT-S = More Bonds
- ALT-E = End Customer
- ALT-N = More Transactions

AM

MICR-2

Release Version:

V820116A-Y

14:10

03/04/2008

P4927

17-20360.1233

BRUNSTING000960

Printed 02/27/07 @ 10:45:14 AM

MerlinTeller

Withdrawal Deposit Conignment Payments Misc Teller Office Exit

E/EE Bond

| No. | Series | Denom | Issue Date | Redemption Value | Interest |
|-----|--------|--------|------------|------------------|----------|
| 1 | E | 25.00 | 1977/12 | 123.46 | 104.71 |
| 2 | E | 25.00 | 1977/08 | 136.93 | 118.18 |
| 3 | E | 25.00 | 1977/05 | 136.67 | 117.92 |
| 4 | E | 100.00 | 1977/04 | 541.32 | 466.32 |
| 5 | E | 100.00 | 1977/05 | 546.68 | 471.68 |
| 6 | E | 100.00 | 1977/08 | 547.72 | 472.72 |
| 7 | E | 100.00 | 1977/06 | 547.84 | 472.84 |
| 8 | E | 100.00 | 1977/07 | 547.72 | 472.72 |

-Sub/Totals-

| | | |
|------------------------------------|----------|----------|
| Pre-January 1990 Issue Dates | 19708.78 | 16952.53 |
| January 1990 and Later Issue Dates | | |
| Total | 19708.78 | 16952.53 |

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM

MICR-2 Release Version: Y720129A-Y 10:45 02/27/2007

P4928

17-20360.1234
 BRUNSTING000961

Printed 02/27/07 @ 10:46:25 AM

MerlinTeller

Withdrawal Deposit Condonment Payments Misc Teller Office Exit

E/EE Bond

| No. | Series | Denom | Issue Date | Redemption Value | Interest |
|-----|--------|--------|------------|------------------|----------|
| 14 | E ✓ | 100.00 | 1977/02 | 552.16 | 477.16 |
| 15 | E ✓ | 100.00 | 1977/03 | 541.32 | 466.32 |
| 16 | E | 200.00 | 1977/11 | 984.96 | 834.96 |
| 17 | E | 200.00 | 1977/01 | 1104.32 | 954.32 |
| 18 | E | 200.00 | 1977/02 | 1104.32 | 954.32 |
| 19 | E | 200.00 | 1977/03 | 1082.64 | 932.64 |
| 20 | E | 200.00 | 1977/04 | 1082.64 | 932.64 |
| 21 | E | 200.00 | 1977/05 | 1093.36 | 943.36 |

-Sub/Totals-

Pre-January 1990 Issue Dates

19708.78

16952.53

January 1990 and Later Issue Dates

Total

19708.78

16952.53

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICH 2

Release Version:

V720129A Y

10:45

02/27/2007

P4930

17-20360.1236

BRUNSTING000963

Printed 02/27/07 @ 10:46:35 AM

MerlinTeller

Withdrawal Deposit Consignment Payments Misc Teller Office Exit

E/EE Bond

| No. | Series | Denom | Issue Date | Redemption Value | Interest |
|-----|--------|--------|------------|------------------|----------|
| 20 | E ✓ | 200.00 | 1977/04 | 1082.64 | 932.64 |
| 21 | E ✓ | 200.00 | 1977/05 | 1093.36 | 943.36 |
| 22 | E | 200.00 | 1977/06 | 1095.68 | 945.68 |
| 23 | E | 200.00 | 1977/07 | 1095.44 | 945.44 |
| 24 | E | 200.00 | 1977/09 | 1074.00 | 924.00 |
| 25 | E | 200.00 | 1977/12 | 987.68 | 837.68 |
| 26 | E | 200.00 | 1977/08 | 1095.44 | 945.44 |
| 27 | E | 200.00 | 1977/10 | 1074.00 | 924.00 |

-Sub/Totals-

| | | |
|------------------------------------|----------|----------|
| Pre-January 1990 Issue Dates | 19708.78 | 16952.53 |
| January 1990 and Later Issue Dates | | |
| Total | 19708.78 | 16952.53 |

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM

MICR-2 Release Version: V720129A-Y 10:45 02/27/2007

P4931

17-20360.1237

BRUNSTING000964



*HH
Bonds
S.P. Pavy*

**NOTICE TO RECIPIENTS OF SERIES HH AND H BOND INTEREST
IMPORTANT TAX RETURN DOCUMENT ENCLOSED**

On and after March 1, 1987, if a Series HH or H savings bond submitted for redemption is received by a Federal Reserve Office or the Bureau of the Public Debt in the month preceding an interest due date, the bond will be paid and the owner will not receive the upcoming interest payment, unless the paying office receives from the owner a specific written statement that the bond should be held until the month in which the interest is due. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the paying office receives the bond in June without a written request to hold the bond until July 1, the bond will be paid and the owner will receive no interest for the period from the preceding January 1 to the date of payment.

Paying offices will not honor instructions to hold bonds for later redemption if the bonds and written statement are received more than one month before an interest due date. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the bond is received by the paying office in September, the bond will be paid, and the owner will receive no interest for the period from the preceding July to the date of payment.

PLEASE RETAIN THIS NOTICE WITH YOUR BONDS AS A REMINDER OF THIS RULE CHANGE.

P4932

17-20360.1238

BRUNSTING000965



**U.S. Savings Bond E/EE
Interest Income**

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

| | |
|---|------------------------------------|
| Customer Name (Name of party receiving funds)
<i>Elmer Brunsting</i> | Tax ID (TIN)
<i>232-32-8905</i> |
| Street Address/Apt. Number | City/State/Zip Code |

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature *Elmer H Brunsting* Date *6/7/00*

Associate Information

| | | |
|--|--|---|
| Prepared By
<i>Sally Richardson</i> | Teller Number
<i>159-006</i> | Telephone Number
<i>(713) 365-3220</i> |
| Bank Number/Cost Center
<i>Torrey + Country 159 000851A</i> | Banking Center Name/ Number
<i>Torrey + Country</i> | |

Transaction Information (Complete all applicable fields)

| | | |
|--|---|--|
| Type of Bonds (Check applicable type)
<input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE | Redemption Date
<i>6/7/00</i> | Number of Bonds
<i>24</i> |
| Purchase Price (A)
\$ <i>1706.25</i> | Interest Amount paid (B) (Amount reported to the IRS as Interest Income)
\$ <i>8740.49</i> | Total Amount Paid (C) (A + B + C)
\$ <i>10,446.74</i> |
| Deposit to Account Number
<i>8519001143</i> | Total Deposit Amount
\$ <i>10,446.74</i> | |
| Cash Ticket Number | Cashier's Check Number | |

TEFRA Use Only

| | | | |
|-------------|------|------------|------|
| Entered By | Date | Delete | Date |
| Verified By | Date | Re-entered | Date |

00-14-2944 NSB (01-1999)

White - TEFRA Canary - Customer Pink - File

P4933

**17-20360.1239
BRUNSTING000966**

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

| REDEMPTION YYYY/MO | 2000/06 | SERIES: 1 - E BONDS | 3 - SAVINGS NOTES | 2 - EE BONDS | 4 = I BONDS | T O T A L S | |
|--------------------|----------------|---------------------|-------------------|-------------------------|---------------------------|-------------------|-------------------|
| # OF BONDS | SERIES 1,2,3,4 | FACE VALUE | ISSUE YYYY/MO | P E R R E D E M P . VAL | B O N D I N T E A R N E D | R E D E M P . VAL | I N T E A R N E D |
| 1 | 1 | 100 | 1973/12 | 447.40 | 372.40 | 447.40 | 372.40 |
| 1 | 1 | 100 | 1973/05 | 458.32 | 383.32 | 458.32 | 383.32 |
| 1 | 1 | 100 | 1973/06 | 459.40 | 384.40 | 459.40 | 384.40 |
| 1 | 1 | 100 | 1973/07 | 463.84 | 388.84 | 463.84 | 388.84 |
| 1 | 1 | 100 | 1973/07 | 463.84 | 388.84 | 463.84 | 388.84 |
| 1 | 1 | 100 | 1973/08 | 464.84 | 389.84 | 464.84 | 389.84 |
| 1 | 1 | 100 | 1973/09 | 455.80 | 380.80 | 455.80 | 380.80 |
| 1 | 1 | 100 | 1973/09 | 455.80 | 380.80 | 455.80 | 380.80 |
| 1 | 1 | 100 | 1973/10 | 455.80 | 380.80 | 455.80 | 380.80 |
| 1 | 1 | 100 | 1973/11 | 455.80 | 380.80 | 455.80 | 380.80 |
| 1 | 1 | 100 | 1973/11 | 455.80 | 380.80 | 455.80 | 380.80 |
| 1 | 1 | 100 | 1973/12 | 447.40 | 372.40 | 447.40 | 372.40 |
| 1 | 1 | 75 | 1973/02 | 350.61 | 294.36 | 350.61 | 294.36 |
| PAGE TOTAL | | | | | | 5834.65 | 4878.40 |

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

| REDEMPTION YYYY/MO | 2000/06 | SERIES: 1 - E BONDS | 3 - SAVINGS NOTES | 2 - EE BONDS | 4 = I BONDS | T O T A L S | |
|--------------------|----------------|---------------------|-------------------|-------------------------|---------------------------|-------------------|-------------------|
| # OF BONDS | SERIES 1,2,3,4 | FACE VALUE | ISSUE YYYY/MO | P E R R E D E M P . VAL | B O N D I N T E A R N E D | R E D E M P . VAL | I N T E A R N E D |
| 1 | 1 | 75 | 1973/04 | 343.74 | 287.49 | 343.74 | 287.49 |
| 1 | 1 | 75 | 1973/06 | 344.55 | 288.30 | 344.55 | 288.30 |
| 1 | 1 | 75 | 1973/08 | 348.63 | 292.38 | 348.63 | 292.38 |
| 1 | 1 | 75 | 1973/10 | 341.85 | 285.60 | 341.85 | 285.60 |
| 1 | 1 | 100 | 1973/01 | 466.28 | 391.28 | 466.28 | 391.28 |
| 1 | 1 | 100 | 1973/01 | 466.28 | 391.28 | 466.28 | 391.28 |
| 1 | 1 | 100 | 1973/02 | 467.48 | 392.48 | 467.48 | 392.48 |
| 1 | 1 | 100 | 1973/03 | 458.32 | 383.32 | 458.32 | 383.32 |
| 1 | 1 | 100 | 1973/03 | 458.32 | 383.32 | 458.32 | 383.32 |
| 1 | 1 | 100 | 1973/04 | 458.32 | 383.32 | 458.32 | 383.32 |
| 1 | 1 | 100 | 1973/05 | 458.32 | 383.32 | 458.32 | 383.32 |
| PAGE TOTAL | | | | | | 4612.09 | 3862.09 |

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

Barlow Am
 Town of Coventry
 Branch require
 for sale of all our
 1973 Series E Bonds
 6/7/00

Total \$8740.49 list.
Total \$10446.74

redemp to value

P4934

17-20360.1240

BRUNSTING000967

| CALCULATIONS FOR 1972 STRIPS E BONDS | | | | | | |
|--------------------------------------|-----------|-----------------------------|----------------------|------------------|-------------|--------|
| EQUIP. NO. | PROJ. NO. | CALC. NO. | PAGE OF | | | |
| PREPARED BY | DATE | REF. DOCUMENTS: | | | | |
| REVIEWED BY | DATE | FIGURAN FOR JUNE REDEMPTION | | | | |
| APPROVED BY | DATE | | | | | |
| ISSUE DATE | QTY | SERIAL # | TOTAL VALUE | COST | INT. EARNED | |
| JAN 1973 | 100 | C-2116581264E | 466.28 ✓ | 75 | 391.28 ✓ | ✓ |
| JAN 1973 | 100 | C-2116581265E | 466.28 ✓ | 75 | 391.28 ✓ | ✓ |
| FEB 1973 | 100 | C-2116581266E | 466.28 ✓ | 75 | 391.28 ✓ | 392.48 |
| FEB 1973 | 75 | K 223036220E | 350.61 ✓ | 56.25 | 294.36 ✓ | ✓ |
| MAR 1973 | 100 | C 2116581267E | 458.32 ✓ | 75 | 383.32 ✓ | ✓ |
| MAR 1973 | 100 | C 2116581268E | 458.32 ✓ | 75 | 383.32 ✓ | ✓ |
| APR 1973 | 100 | C 2116581271E | 458.32 ✓ | 75 | 383.32 ✓ | ✓ |
| APR 1973 | 75 | K 223036219E | 343.74 ✓ | 56.25 | 287.49 ✓ | ✓ |
| MAY 1973 | 100 | C 2116581269E | 458.32 ✓ | 75 | 383.32 ✓ | ✓ |
| MAY 1973 | 100 | C 2116581270E | 458.32 ✓ | 75 | 383.32 ✓ | ✓ |
| JUNE 1973 | 100 | C 116581272E | 459.40 ✓ | 75 | 384.40 ✓ | ✓ |
| JUNE 1973 | 75 | K 223036218E | 344.55 ✓ | 56.25 | 288.30 ✓ | ✓ |
| JULY 1973 | 100 | C 2116581273E | 463.84 ✓ | 75 | 388.84 ✓ | ✓ |
| JULY 1973 | 100 | C 2116581274E | 463.84 ✓ | 75 | 388.84 ✓ | ✓ |
| AUG 1973 | 100 | C 2116581275E | 464.84 ✓ | 75 | 389.84 ✓ | ✓ |
| AUG 1973 | 75 | K 223036216E | 348.63 ✓ | 56.25 | 292.38 ✓ | ✓ |
| SEPT 1973 | 100 | C 2116581276E | 455.80 ✓ | 75 | 380.80 ✓ | ✓ |
| SEPT 1973 | 100 | C 2116581277E | 455.80 ✓ | 75 | 380.80 ✓ | ✓ |
| OCT 1973 | 100 | C 2116581278E | 455.80 ✓ | 75 | 380.80 ✓ | ✓ |
| OCT 1973 | 75 | K 223036217E | 391.85 ✓ | 58.25 | 285.60 ✓ | ✓ |
| NOV 1973 | 100 | C 2116581279E | 455.80 ✓ | 75 | 380.80 ✓ | ✓ |
| NOV 1973 | 100 | C 2116581280E | 455.80 ✓ | 75 | 380.80 ✓ | ✓ |
| DEC 1973 | 100 | C 2116581281E | 447.40 ✓ | 75 | 372.40 ✓ | ✓ |
| DEC 1973 | 100 | C 2116581282E | 447.40 ✓ | 75 | 372.40 ✓ | ✓ |
| | | | 10,311.05 | 1706.25 | 8,685.29 | |
| BANK TOTAL | | | 10,446.74 | | | |
| D.F. | | | 55.20 | | | |
| Gene Total | | | 10,446.74 | | | |
| Interest | | | 1,706.25 | | | |
| Interest | | | 8740.49 | | | |
| A.28 | | | 2447.34 | | | |
| | | | 2250.00 | | | |
| | | | 197.39 | | | |
| | | | | 104,250 = 91,839 | | |
| | | | | 3250 | | |
| | | | | 5500 | | |

467.48

2

3

4

5

P4935

GA 266 Rev. 1-74

GENERAL ATOMIC COMPANY

| CALCULATIONS FOR | | | |
|------------------|-----------|-----------------|---------|
| EQUIP. NO. | PROJ. NO. | CALC. NO. | PAGE OF |
| PREPARED BY | DATE | REF. DOCUMENTS: | |
| REVIEWED BY | DATE | | |
| APPROVED BY | DATE | | |
| | | | |

P4936

Deerha Redemption
1977

red.

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
|----|------------|----------------|--------|----------|----------|---|---|---|---|----|----|----|----|
| | Denominate | redempto Value | Prccin | Taxable | | | | | | | | | |
| 1 | Feb 1980 | 75 | 202.29 | 56.25 | 146.04 | | | | | | | | |
| 2 | Feb | 100 | 269.72 | 75 | 194.72 | | | | | | | | |
| 3 | Feb | 200 | 539.43 | 150 | 389.43 | | | | | | | | |
| 4 | March | 200 | 539.47 | 150 | 389.43 | | | | | | | | |
| 5 | March | 200 | 539.47 | 150 | 389.43 | | | | | | | | |
| 6 | April | 75 | 202.29 | 56.25 | 146.04 | | | | | | | | |
| 7 | April | 100 | 269.72 | 75 | 194.72 | | | | | | | | |
| 8 | | 875 | | 702.50 | 184.81 | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| 11 | | 472 | | | | | | | | | | | |
| 12 | Jan | 75 | 310.86 | 56.25 | 254.61 | | | | | | | | |
| 13 | Feb | 50 | 202.74 | 37.50 | 165.24 | | | | | | | | |
| 14 | Feb | 100 | 415.48 | 75 | 340.48 | | | | | | | | |
| 15 | March | 75 | 311.61 | 56.25 | 255.36 | | | | | | | | |
| 16 | March | 100 | 415.48 | 75 | 340.48 | | | | | | | | |
| 17 | April | 75 | 311.61 | 56.25 | 255.36 | | | | | | | | |
| 18 | April | 100 | 415.48 | 75 | 340.48 | | | | | | | | |
| 19 | May | 75 | 311.61 | 56.25 | 255.36 | | | | | | | | |
| 20 | May | 100 | 415.48 | 75 | 340.48 | | | | | | | | |
| 21 | June | 75 | 312.98 | 56.25 | 256.73 | | | | | | | | |
| 22 | June | 100 | 416.68 | 75 | 341.64 | | | | | | | | |
| 23 | July | 75 | 306.33 | 56.25 | 250.08 | | | | | | | | |
| 24 | July | 100 | 408.44 | 75 | 333.44 | | | | | | | | |
| 25 | Aug | 75 | 307.02 | 56.25 | 250.77 | | | | | | | | |
| 26 | Aug | 100 | 408.44 | 75 | 333.44 | | | | | | | | |
| 27 | Sept | 75 | 307.02 | 56.25 | 250.77 | | | | | | | | |
| 28 | Sept | 100 | 408.44 | 75 | 333.44 | | | | | | | | |
| 29 | Oct | 75 | 307.02 | 56.25 | 250.77 | | | | | | | | |
| 30 | Oct | 100 | 408.44 | 75 | 333.44 | | | | | | | | |
| 31 | Nov | 75 | 307.02 | 56.25 | 250.77 | | | | | | | | |
| 32 | Nov | 100 | 408.44 | 75 | 333.44 | | | | | | | | |
| 33 | Dec | 75 | 307.68 | 56.25 | 251.43 | | | | | | | | |
| 34 | Dec | 100 | 410.24 | 75 | 335.24 | | | | | | | | |
| 35 | | | | 481.20 | 6591.78 | | | | | | | | |
| 36 | | | | 5990 | 28321.08 | | | | | | | | |
| 37 | | | | -3 | | | | | | | | | |
| 38 | | | | 34211.08 | | | | | | | | | |
| 39 | | | | -3 | | | | | | | | | |
| 40 | | | | 34011.08 | | | | | | | | | |
| 41 | | | | | | | | | | | | | |
| 42 | | | | | | | | | | | | | |

23
21
130

1849.51
202.50
2552.31

125.92
118.25
406.64
403.59
1250.29

28221.68
25886.87
2434.31
2752.31
22.00

481.20
5990
-3
34211.08
-3
34011.08

25886.87
2562.34
28449.21
25.00
28474.21
5990
9437.21

P4938

BRUNSTING000971

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/82
PART OF THIS SETTLEMENT MAY BE TAXABLE.

| | | | COST OF SECURITIES | CASH PAYMENT | TOTAL FUND SETTLEMENT |
|----------------|----------|-----------|--------------------|--------------|-----------------------|
| SAVINGS FUNDS: | | | | | |
| 1982 TERM- | 36 BONDS | 178 UNITS | 2,225.00 | 4.84 | 2,229.84 |

STOCK BONUS FUNDS:

LONG TERM- SHARES @ \$.000

LONG TERM SAVINGS FUNDS:

OPTION 1- SHARES @ \$.000

OPTION 2

SAVERS A- SHARES @ \$.000

SAVERS B

| | | | | | |
|-----------------------------------|--------|--|----------|------|----------|
| TOTAL SETTLEMENT UNDER ALL FUNDS: | | | | | |
| 36 BONDS | SHARES | | 2,225.00 | 4.84 | 2,229.84 |

CHECK DATE 03/25/83 , NUMBER 214850, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 25, 1983

BY PHILIP E. LINTNER
SECRETARY

1-800 333 2919

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

| ISSUE DATE | DENOMINATION | SERIAL NUMBER | INSCRIPTION |
|-------------------------------|--------------|---------------|---|
| 8/27/91 JAN 1968 | 123.7125 | Q2323610188E | ELMER H. BRUNSTING OR Q641817019E
NELVA E. BRUNSTING |
| 8/27/91 JAN 1968 | 491.84 100 | C488366018E | DITTO C-2116581318E |
| 8/27/91 FEB 1968 | 494.84 100 | C488381553E | DITTO C-2116581319E |
| 8/27/91 MARCH 1968 | 494.84 100 | C487597606E | DITTO C-2116581320E |
| 7/31/97 JULY 1968 | 495.84 100 | C492930507E | DITTO Sold - Mond? |
| 8/27/91 AUG 1968 | 123.9225 | Q2369597957E | DITTO Q641817018E |
| 8/27/91 AUG 1968 | 495.68 100 | C495526689E | DITTO C-2116581317E |
| SEPT 1968 | 123.9225 | Q2376239798E | DITTO Q641817017E |
| SEPT 1968 | 495.68 100 | C495554472E | DITTO C-2116581316E |
| OCT 1968 | 123.9225 | Q2376412853E | DITTO Q641817016E |
| OCT 1968 | 495.68 100 | C495571546E | DITTO C-2116581315E |
| NOV 1968 | 123.8825 | Q2382934338E | DITTO Q641817015E |
| NOV 1968 | 495.72 100 | C496529219E | DITTO C-2116581314E |
| DEC 1968 | 497.36 100 | C496545465E | DITTO C-2116581313E |
| DEC 1968 | 124.3725 | Q2389590020E | DITTO Q6418172020E |
| | 519.672 | | |
| 8/27/97 JAN 1969 | 124.3325 | Q2402769422E | ELMER H BRUNSTING Q6418172021E
NELVA E BRUNSTING |
| 7/31/97 JAN 1969 | 497.32 100 | C497448486E | DITTO Sold |
| 8/27/97 FEB 1969 | 124.3325 | Q2409958642E | DITTO Q6418172022E |
| 8/27/97 FEB 1969 | 497.36 100 | C499254901E | DITTO C-2116581323E |
| 8/27/97 MARCH 1969 | 495.6650 | L757031560E | DITTO L-2225131884E |
| 8/27/97 MARCH 1969 | 497.37 100 | C499266790E | DITTO C-2116581324E |
| 8/27/97 APRIL 1969 | 124.3325 | Q2422715395E | DITTO Q6418172023E |
| 8/27/97 APRIL 1969 | 497.36 100 | C499274128E | DITTO C-2116581325E |
| MAY 1969 | 246.150 | L763056023E | DITTO L-2225131885E |
| MAY 1969 | 492.26 100 | C502244708E | DITTO C-2116581326E |
| JUNE 1969 | 240.05 50 | L766519117E | DITTO L-2225131886E |
| JUNE 1969 | 490.16 100 | C502238466E | DITTO C-2116581327E |
| 8/27/97 JULY 1969 | 119.8325 | Q2440232983E | DITTO Q6418172024E |
| 7/31/97 JULY 1969 | 495.32 100 | C502260677E | DITTO Sold |
| 8/27/97 AUG 1969 | 238.18 50 | L772779399E | DITTO L-2225131887E |
| AUG 1969 | 476.36 100 | C504859197E | DITTO C-2116581328E |
| SEPT 1969 | 238.20 50 | L775389203E | DITTO L-2225131888E |
| SEPT 1969 | 476.40 100 | C504883348E | DITTO C-2116581329E |
| OCT 1969 | 119.8225 | Q2468249697E | DITTO Q6418172025E |
| OCT 1969 | 476.40 100 | C506399101E | DITTO C-2116581330E |
| NOV 1969 | 238.20 50 | L777324452E | DITTO L-2225131889E |
| NOV 1969 | 476.40 100 | C506442126E | DITTO C-2116581331E |
| DEC 1969 | 119.7225 | Q2476363422E | DITTO Q6418172026E |
| DEC 1969 | 495.88 100 | C506449027E | DITTO C-2116581308E |
| | 760.58 | | |
| 8/27/97 JAN 1970 | 236.9650 | L779356396E | ELMER H BRUNSTING OR 2225131883E
NELVA E BRUNSTING |
| 8/27/97 JAN 1970 | 498.92 100 | C507351868E | DITTO C-2116581309E |
| FEB 1970 | 118.78 25 | Q2489045403E | DITTO Q6418172026E |
| FEB 1970 | 476.12 100 | C507371517E | DITTO C-2116581324E |
| MARCH 1970 | 237.58 50 | L781533895E | DITTO L-2225131885E |

~~8/27/97~~ ~~8/27/97~~ 100 C-2116581302E

PAGE 2

MARCH 1970 ✓ 237.53 100
 APRIL 1970 ✓ 118.78 50
 APRIL 1970 ✓ 475.12 100
 MAY 1970 ✓ 257.56 50
 MAY 1970 ✓ 475.12 100
 JUNE 1970 ✓ 237.58 50
 JUNE 1970 ✓ 475.16 100
 9/23/97 JULY 1970 258.70 50
 9/24/97 JULY 1970 477.40 100
 AUG 1970 ✓ 236.92 50
 AUG 1970 ✓ 472.64 100
 SEPT 1970 ✓ 118.44 25
 SEPT 1970 ✓ 473.2 100
 OCT 1970 ✓ 237.84 50
 OCT 1970 ✓ 473.26 100
 NOV 1970 ✓ 236.84 50
 NOV 1970 ✓ 472.76 100
 DEC 1970 ✓ 237.44 50
 DEC 1970 ✓ 474.84 100
 7750.06

JAN 1971 ✓ 201.32 50
 JAN 1971 ✓ 402.64 100
 FEB 1971 ✓ 201.74 50
 FEB 1971 ✓ 403.44 100
 MARCH 1971 ✓ 201.74 50
 MARCH 1971 ✓ 403.48 100
 APRIL 1971 ✓ 201.74 50
 APRIL 1971 ✓ 402.74 100
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 NELVA E BRUNSTING 502
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C-2116581302E

P4941

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PAGE 4

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11-10-01

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 DITTO R-214370773E

6/1

ok
7/1/01

10,193.94
 6,461.65

separated 33,282.9
 7,212.24 of which 6,087.24 is taxable

P4943

Handwritten notes:
 2/27/07
 07
 Cash
 2000
 2/27/07

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 MARCH 1976
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2/27/07 19,708.78

7/7/01
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1979
4/7

DEC 1977
DEC 1977

28
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O6233839753E
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DITTO
DITTO

DEC 1977

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R207846639E

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JAN 1978
JAN 1978

314/68
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594 200

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NELVA E BRUNSTING R 214 370 788 E

~~FEB 1980~~

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~~FEB 1980~~

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 MAY 1983 243.12 100

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BRUNSTING000979

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| JUNE 1983 | 182.34 75 | K39784382EE |
| JUNE 1983 | 243.12 100 | C55185840EE |
| JUNE 1983 | 486.24 200 | R15649975EE |
| JULY 1983 | 182.34 75 | K39817083EE |
| JULY 1983 | 234.12 100 | C55647118EE |
| JULY 1983 | 486.24 200 | R14702862EE |

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| DITTO | R137344613 EE |
| DITTO | K101747169 EE |
| DITTO | C586074534 EE |
| DITTO | R137344612 EE |
| DITTO | K101747168 EE |
| DITTO | C586074533 EE |
| DITTO | R137344611 EE |

486.24 200
182.34 75
243.12 100
486.24 200
182.34 75
234.12 100
486.24 200
6515.77

SERIES HH BONDS TAXABLE

Redeemed by Fed Res only 713-658-4493

| | | | |
|---------------------|--------|------|------------|
| OCT 1982 | 385.52 | 500 | D284696HH |
| OCT 1982 | 385.53 | 500 | D284697HH |
| NOV 1988 | 694.56 | 1000 | M2577341HH |
| NOV 1988 | 694.56 | 1000 | M2577342HH |

| | |
|-------------------|---------------|
| ELMER H BRUNSTING | ORD4252731 HH |
| NELVA E BRUNSTING | D4252732 HH |
| DITTO | M6024223 HH |
| DITTO | M6024224 HH |

69.
96.69

3000

saved for 20 yrs

123,531.51

123,581.51

Purchase Price
1713 @ 18.7%
Taxable

3000 7 HH
120,581.51

26,493.75 cost
94087.76 taxable
2160.18 HH taxable

HH - 3000 PMA
Int. Taxable = 21.60
2840

96247.94 TAX AMT
26949.42 @ 20%

385.53
694.56
1080.09
42
2160.18

3000
2165
5165

69298.52 TAX PD
26493.75 cost FEE
2832 cost H-H
96624.27 clear

1403 25 cent

~~1500 333 2919~~

~~FOB Kansas City~~

AMERICAN
SALES

INCORPORATED
KANSAS CITY

1720 H. ST.
KANSAS CITY, MO.

INCORPORATED
KANSAS CITY

1720 H. ST.
KANSAS CITY, MO.

P4949

17-20360.1255

BRUNSTING000982

PD F 5313
Department of the Treasury
Bureau of the Public Debt
(Revised June 1997)

SAVINGS BOND REDEMPTION CHECK

The enclosed check represents payment for the redemption of series F, G, H, J, K, or HH bonds. If you also requested payment for the redemption of series EE or E bonds or the issue of new bonds, you will receive them separately.

Please direct questions concerning this check to the Bureau of the Public Debt at (304) 480-7999.

*U.S.GPO:1997-418-006/64315

P4950

17-20360.1256

BRUNSTING000983

PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM

REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN & INDIVIDUAL RETIREMENT BONDS

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. All bonds must be signed by the payee and the signature must be certified by a bank official, authorized bank individual or notary on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Submit completed form to:

Kansas City Area 881-2919
 Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
 Savings Bond Department
 P.O. Box 419440
 Kansas City, Missouri 64141-6440

| | | | | |
|--|-----------------|-----------------------|--|------|
| Series of Bonds | Number of Bonds | Total Face Value | Payee's Social Security or Tax I.D. Number | Date |
| Payee's Name | | | | |
| Payee's Street Address | | | | |
| City, State, Zip Code | | | | |
| Name of Contact and Telephone Number for Questions Regarding Request | | | | |
| Method of Payment
<input type="checkbox"/> Check, mail payment to:
(If other than payee's address as indicated above).

<input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.) | | | Inscription on Savings Bond(s)
(Name(s) and address on face of bond) | |
| Name of Submitting Financial Institution | | | Evidence
<input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation)
<input type="checkbox"/> Evidence previously submitted to your processing site. _____
Date | |
| 9-Digit ABA Number | | 4-Digit Branch Number | | |
| Complete this section for Series H or HH savings bonds only.

<input type="checkbox"/> Hold bonds until after interest is paid next month.
NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date. | | | | |
| Pay Bonds in month of _____

<input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment.
NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due. | | | | |
| Street Address | | City, State, Zip Code | | |

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

| | | | | | | | | | | | | | | | | |
|--|-----------------|---------------------|----------------|----------------|---------------------|--|------------|-----------|----------------|-----------------|----------------|--|-----------|-------------|-----------|-----------|
| Evidence Notations

<table border="1" style="width:100%; margin-left: auto; margin-right: auto;"> <tr> <td style="width:100%;">Examiner _____</td> </tr> <tr> <td>Date Received _____</td> </tr> <tr> <td>Out Date _____</td> </tr> <tr> <td>Initials _____</td> </tr> <tr> <td>Date Examined _____</td> </tr> </table> | Examiner _____ | Date Received _____ | Out Date _____ | Initials _____ | Date Examined _____ | Processing Notations

<table style="width:100%;"> <tr> <td style="width:50%;">TRAN _____</td> <td style="width:50%;">PRI _____</td> </tr> <tr> <td>1st Pass _____</td> <td>Total CRV _____</td> </tr> <tr> <td>2nd Pass _____</td> <td></td> </tr> <tr> <td>Arb _____</td> <td>Unbal _____</td> </tr> <tr> <td>Res _____</td> <td>Bal _____</td> </tr> </table> | TRAN _____ | PRI _____ | 1st Pass _____ | Total CRV _____ | 2nd Pass _____ | | Arb _____ | Unbal _____ | Res _____ | Bal _____ |
| Examiner _____ | | | | | | | | | | | | | | | | |
| Date Received _____ | | | | | | | | | | | | | | | | |
| Out Date _____ | | | | | | | | | | | | | | | | |
| Initials _____ | | | | | | | | | | | | | | | | |
| Date Examined _____ | | | | | | | | | | | | | | | | |
| TRAN _____ | PRI _____ | | | | | | | | | | | | | | | |
| 1st Pass _____ | Total CRV _____ | | | | | | | | | | | | | | | |
| 2nd Pass _____ | | | | | | | | | | | | | | | | |
| Arb _____ | Unbal _____ | | | | | | | | | | | | | | | |
| Res _____ | Bal _____ | | | | | | | | | | | | | | | |

PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM

REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN & INDIVIDUAL RETIREMENT BONDS

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1. Complete separate requests for Series E/EE, H/HH, and I bonds.
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Submit completed form to:

Kansas City Area 881-2919
 Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
 Savings Bond Department
 P.O. Box 419440
 Kansas City, Missouri 64141-6440

| | | | | |
|--|-----------------|-----------------------|---|------|
| Series of Bonds | Number of Bonds | Total Face Value | Payee's Social Security or Tax I.D. Number | Date |
| Payee's Name | | | | |
| Payee's Street Address | | | | |
| City, State, Zip Code | | | | |
| Name of Contact and Telephone Number for Questions Regarding Request | | | | |
| Method of Payment
<input type="checkbox"/> Check, mail payment to:
(If other than payee's address as indicated above).

<input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.) | | | Inscription on Savings Bond(s)
(Name(s) and address on face of bond) | |
| Name of Submitting Financial Institution | | | Evidence
<input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation)
<input type="checkbox"/> Evidence previously submitted to your processing site. _____
Date | |
| 9-Digit ABA Number | | 4-Digit Branch Number | | |
| Complete this section for Series H or HH savings bonds only.
<input type="checkbox"/> Hold bonds until after interest is paid next month.
NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date. | | | | |
| Street Address | | | | |
| City, State, Zip Code | | | | |
| Pay Bonds in month of _____

<input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment.
NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due. | | | | |

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

| | | | | | | | | | | | | | | | | |
|--|-----------------|---------------------|----------------|----------------|---------------------|---|------------|-----------|----------------|-----------------|----------------|--|-----------|-------------|-----------|-----------|
| Evidence Notations

<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td>Examiner</td></tr> <tr><td>Date Received _____</td></tr> <tr><td>Out Date _____</td></tr> <tr><td>Initials _____</td></tr> <tr><td>Date Examined _____</td></tr> </table> | Examiner | Date Received _____ | Out Date _____ | Initials _____ | Date Examined _____ | Processing Notations

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| Examiner | | | | | | | | | | | | | | | | |
| Date Received _____ | | | | | | | | | | | | | | | | |
| Out Date _____ | | | | | | | | | | | | | | | | |
| Initials _____ | | | | | | | | | | | | | | | | |
| Date Examined _____ | | | | | | | | | | | | | | | | |
| TRAN _____ | PRI _____ | | | | | | | | | | | | | | | |
| 1st Pass _____ | Total CRV _____ | | | | | | | | | | | | | | | |
| 2nd Pass _____ | | | | | | | | | | | | | | | | |
| Arb _____ | Unbal _____ | | | | | | | | | | | | | | | |
| Res _____ | Bal _____ | | | | | | | | | | | | | | | |

Dear Savings Bond Customer *AW*

Enclosed are the Savings Bond forms you requested. If you are sending a transaction to our office for processing, please be sure to include the completed form and any necessary legal documents. If enclosing savings bonds, please record serial numbers prior to mailing.

Federal Reserve Bank - K.C.
 PO Box 419440
 Kansas City, MO 64141-6440



SD 89 (Rev. 4-96)

E. Brunsting
13630 Pine Rock
Houston TX 77079

Attention: _____

ABA No. _____

Daytime Phone # *713 464-4391*

Over

| Form # | Quantity |
|-----------|----------|
| PD 345 | |
| PD 385-1 | |
| PD 1048 | |
| PD 1050 | |
| PD 1455 | |
| PD 1522 | |
| PD 1849 | |
| PD 1851 | |
| PD 1938 | |
| PD 1980 | |
| PD 1993 | |
| PD 2458 | |
| PD 2488-1 | |
| PD 2517 | |

| Form # | Quantity |
|---------|----------|
| PD 2966 | |
| PD 3062 | |
| PD 3253 | |
| PD 3360 | |
| PD 3500 | |
| PD 3501 | |
| PD 3600 | |
| PD 3782 | |
| PD 3900 | |
| PD 4000 | |
| PD 4651 | |
| PD 4652 | |
| PD 5255 | |
| PD 5263 | |

P4953

17-20360.1259
 BRUNSTING000986

| Form # | Quantity |
|--------------------|----------|
| PD 5263-1 | |
| PD 5276 | |
| PD 5336 | |
| Supply Requisition | |
| SD 3 B | |
| SD 23 | |
| SD 91 | |
| SD 103 | |
| SD 120 | |
| SD 211 | |
| FA 500 | |
| SD 500 | |
| SD 1340 | |
| SF 1199A | |

| Form # | Quantity |
|----------------|----------|
| W8 | |
| W9 | |
| SBD 2059 | |
| SBD 2084 | |
| SBD [REDACTED] | |
| SBD 2113 | |
| SBD 2118 | |
| SBD 2139 | |
| SBD 2162 | |
| CIRC 1-80 | |
| CIRC 2-80 | |
| CIRC 3-80 | |
| CIRC 4-67 | |
| CIRC 530 | |

| Form # | Quantity |
|-------------------------|----------|
| CIRC 750 | |
| Red. Table E/SN | |
| Red. Table EE | |
| Guaranteed Rate | 1 |
| IR Packet | |
| PD News | |
| Interim Rate | |
| Table of Interest Dates | |
| The Book | |
| Form 1001 | |
| Other | |
| | |
| | |
| | |

P4954

17-20360.1260

BRUNSTING000987

Bonds to Cash in X507
March 1968 100 C 2116581320 E
March 1969 50 L 2225131584 E
July 1970 100 C 21165811324 E
50 C 2116581284 E
400 X ~ 2027
Cashed 9/23/97

0.00 *

0.00 *

0.00 *

68

2,496.00 +

2,496.00 *

120.00 +

120.00 +

120.00 +

240.00 +

240.00 +

69

240.00 +

240.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

5,160.00 *

120.00 +

2,400.00 +

70

4,800.00 +

7,320.00 *

2,500.00 +

5,100.00 +

7,300.00 +

14,900.00 *

+ must 991
on clear out
19 & what is
about 7 lbs

P4956



Customer
Receipt

Checking Deposit Savings Deposit Line of Credit Consumer Loan Commercial Loan Visa/MasterCard
 Federal Tax Deposit Safe Deposit Box Other (specify) _____

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Member FDIC

Home State of Account _____

Talitha Johnson

TOTAL

8519001143#

008 159 948 70601#0130 \$23054.12 0

95-14-1960B 6-2000

P4957

17-20360.1263

BRUNSTING000990



**U.S. Savings Bond E/EE
Interest Income**

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

| | |
|--|--|
| Customer Name (Name of party receiving funds)
Elmer H. Brunsting | Tax ID (TIN)
282-32-8905 |
| Street Address/Apt. Number
13630 Pinerock | City/State/Zip Code
Houston, TX, 77079 |

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature: *Elmer H. Brunsting* Date: 07-06-01

Associate Information

| | | |
|--|--|---|
| Prepared By
M. Sarrami | Teller Number
008 | Telephone Number
(713) 365-3220 |
| Bank Number/Cost Center
159/8519 | Banking Center Name/ Number
Town & Country / 159 | |

Transaction Information (Complete all applicable fields)

| | | |
|--|---|--|
| Type of Bonds (Check applicable type)
<input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE | Redemption Date
07-06-01 | Number of Bonds
11 |
| Purchase Price (A)
\$ 825.00 | Interest Amount paid (B) (Amount reported to the IRS as Interest Income)
\$ 4229.12 | Total Amount Paid (C) (A + B = C)
\$ 5054.12 ✓ |
| Deposit to Account Number
008519001143 | Total Deposit Amount
\$ 5054.12 | Cashier's Check Number
18000 |
| Cash Ticket Number
@27% 9141.26 | 23054.12 | |

TEFRA Use Only

| | | | |
|-------------|--------------------|------------|------|
| Entered By | Date
027 | Delete | Date |
| Verified By | Date | Re-entered | Date |

00-14-2944B 4-1999

White - TEFRA Canary - Customer Pink - File

P4958

17-20360.1264

BRUNSTING000991

BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

| REDEMPTION YYY/MO | 2001/07 | SERIES: | 1 - E BONDS | 3 - SAVINGS NOTES | 2 - EE BONDS | 4 - I BONDS | TOTALS | |
|-------------------|-------------------|------------|---------------|----------------------|--------------|-------------|------------|--|
| # OF BONDS | SERIES #, 2, 3, 4 | FACE VALUE | ISSUE YYYY/MO | PER BOND REDEMP. VAL | INT EARNED | REDEMP. VAL | INT EARNED | |
| 1 | 1 | 100 | 1974/01 | 465.48 | 390.48 | 465.48 | 390.48 | |
| 1 | 1 | 100 | 1974/02 | 456.36 | 381.36 | 456.36 | 381.36 | |
| 2 | 1 | 100 | 1974/03 | 456.36 | 381.36 | 912.72 | 762.72 | |
| 2 | 1 | 100 | 1974/04 | 456.36 | 381.36 | 912.72 | 762.72 | |
| 2 | 1 | 100 | 1974/05 | 460.72 | 385.72 | 921.44 | 771.44 | |
| 2 | 1 | 100 | 1974/06 | 461.80 | 386.80 | 923.60 | 773.60 | |
| 1 | 1 | 100 | 1974/07 | 461.80 | 386.80 | 461.80 | 386.80 | |

PAGE TOTAL

5054.12

4229.12

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

Bonds sold 1/97

7/3, 8/3 and 9/23 Investment 1237.50

Earned Interest 7041

Redemption 8328

all funds & checking acct not to be paid

Tax due 7041 x .28 = 1971.48

12/2/97 - Investment = 5990

Earned Int = 28,321

Redemption = 34311

Tax due = 28,321 x .28 = 7930

Funds after tax

| | |
|-------------------|---------------|
| Investment | 5990 |
| Earn 28,321 x .28 | <u>28,321</u> |
| Funds available | 34,311 |
| for Mut Funds | <u>25000</u> |
| to Tomer | 9311 |

2,592 - 1971

or 2930
9901

9901
24,410

for 25000 25000

Short

590
464

9901
9437
464

Modifications

In order to insure the success of the project, all exceptions and modifications to these obligations are to be negotiated with the Executive Director of Houston Habitat for Humanity, Inc.

The purpose of this document is not to create a legally binding agreement, but rather to set forth the expectations of each party so as to aid in creating a satisfying experience for Sponsoring Organization and Houston Habitat for Humanity.

The Board and Staff of Houston Habitat for Humanity look forward to working with in this exciting adventure.

HOUSTON HABITAT FOR HUMANITY

SPONSORING ORGANIZATION

EXHIBIT A - 4

P4961

17-20360.1267
BRUNSTING000994

Contributory Retirement Plan and Savings-Stock Bonus Plan of Gulf Oil Corporation

EMPLOYEE NO. 114162
 LOCATION NO. 800
 SOCIAL SECURITY NO. 282-32-8905

AUTHORIZATION FOR SETTLEMENT

In accordance with the provisions of the Contributory Retirement Plan and/or the Savings-Stock Bonus Plan, the settlement shown below is authorized to be made for the account of **E. H. BRUNSTING** by reason of **REQUEST** **12/31/73**

None of this settlement is taxable Part of this settlement is taxable (see attachment)

| | DESCRIPTION | COST OF BONDS AND/OR STOCK | CASH PAYMENT | TOTAL FUND SETTLEMENT |
|---|--|----------------------------|--------------|-----------------------|
| CRP
(Cash) | PAYMENT FROM MEMBER'S ACCOUNT:
CONTRIBUTIONS
INTEREST
ACCUMULATED CONTRIBUTIONS
PAYMENT UNDER SECTION 4F-1 OF THE PLAN | | | |
| | TOTAL SETTLEMENT UNDER CRP | | | |
| SAVINGS FUND(S)
(U.S. Savings Bond(s) Series E and/or Cash) | TERM NO. 1972 24 BOND(S) 84 UNIT(S) | 1,575.00 | 3.42 | 1,578.42 |
| | TERM NO. 1973 24 BOND(S) 90 UNIT(S) | 1,687.50 | 11.70 | 1,699.20 |
| | TERM NO. BOND(S) UNIT(S) | | | |
| | TOTAL SETTLEMENT UNDER SAVINGS FUND(S) 48 BOND(S) 174 UNIT(S) | 3,262.50 | 15.12 | 3,277.62 |
| STOCK BONUS FUND(S)
(Capital Stock of Gulf Oil Corporation and/or Cash) | TERM NO. SHARE(S) @ | | | |
| | TERM NO. SHARE(S) @ | | | |
| | TERM NO. SHARE(S) @ | | | |
| | TOTAL SETTLEMENT UNDER STOCK BONUS FUND(S) SHARE(S) | | | |
| TOTAL SETTLEMENT UNDER ALL FUND(S) | | 3,262.50 | 15.12 | 3,277.62 |

| NO. OF SHARES | IN NAME OF | | AMOUNT |
|---------------|------------|--|--------|
| | | | |

| DATE | CHECK NUMBER(S) | IN NAME OF | AMOUNT |
|---------|-----------------|-----------------|---------|
| 3/08/74 | 044993 | E. H. BRUNSTING | \$15.12 |

**RETIREMENT PLAN COMMITTEE
 SAVINGS PLAN COMMITTEE**

Date **MARCH 8, 1974**

By *James W. Chappel*
 SECRETARY **P4962**

| | | | |
|---|---|---|-----------------------------|
| Bank of America
embracing ingenuity |  | USA

Official Sponsor of the 2008 Olympic Games | Customer
Receipt |
| <p>All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.</p> <p>Please retain this receipt until you receive your account statement.</p> <p>Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com</p> <p style="text-align: center;">6230515416</p> | | | |
| 95-14-2005B 06-2002 | | | |

P4963

17-20360.1269

BRUNSTING000996

| TERM | LOC. | EMPL. NO. | NAME | BONDS | UNITS |
|------|------|-----------|-----------------|-------|-------|
| 1972 | 800 | 114162 | E. H. BRUNSTING | 24 | 84 |

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4964

17-20360.1270

BRUNSTING000997

WAIVER OF LIABILITY
(18 and over)

*To be read and signed by all persons intending to do volunteer work for
Houston Habitat for Humanity.*

*I understand that my (or my dependent(s)) work as a volunteer on or about a Habitat
construction site or project will expose me (or my dependent(s)) to various risks of injury or
illness. I understand and assume these risks, and agree not to hold Houston Habitat for
Humanity, its agents, employees or volunteers liable for such injury or illness.*

Chapelwood United Methodist Church Group Volunteer

Shelly Montgomery Date 17 Sept 1994
(Signature)

P4965

17-20360.1271

BRUNSTING000998

1 800 - 333 2919

all 30 yrs.

Series E 1973 Jan - Dec
 1974 Jan Dec
 1975
 1976
 1977
 1978 Jan only

Series BA 1981
 1982
 1983 Jan - July

minimum 19

HN - Oct 1982 were 6? snow? 6 mo.

Nov. 1984

1st. Bus Day ~~after~~ month - printer

Fed Res Pbk
KC

Oct - Int Capital
 you not 4 weeks
 after 10 yrs
 1994.

**Follow-up Notice
Matured HH/H Savings Bonds**

The Bureau of the Public Debt previously notified you that your series HH/H United States savings bonds were about to mature. Our records show that the matured bonds on the reverse side of this notice are registered in your name **and no longer earn interest.**

Please redeem these bonds as soon as possible. Sign the "request for payment" on the back of each bond in the presence of an authorized certifying officer at a financial institution, and send the bonds to one of the Federal Reserve Banks listed on this notice (select the one nearest you).

If the bonds described on the reverse side of this notice have been lost, please write to the Bureau of the Public Debt, PO Box 2186, Parkersburg, West Virginia 26106-2186. We'll send you a form to file a claim.

If you've recently redeemed the bonds, please ignore this notice.

Federal Reserve Banks that Process Redemption Requests

FRB Pittsburgh
PO Box 299
Pittsburgh, PA 15230-0299

FRB Richmond
PO Box 85053
Richmond, VA 23285-5053

FRB Minneapolis
Savings Bond Services
PO Box 214
Minneapolis, MN 55480-0214

FRB Kansas City
PO Box 419440
Kansas City, MO 64141-6440

FRB New York
Savings Bond Examinations Div.
PO Box 961
Buffalo, NY 14240-0961

876 881

200

(612) 204 5066
52 03

NO

P4967

17-20360.1273

BRUNSTING001000

| ISSUE DATE | DENOMINATION | SERIAL NUMBER | |
|------------|--------------|---------------------|-----------------|
| | | <u>9 41255-7138</u> | <i>2 year #</i> |

| ISSUE DATE | DENOMINATION | SERIAL NUMBER | |
|------------|--------------|----------------------|-----------------|
| | | <u>10 01255-7138</u> | <i>2 year #</i> |

*deferred interest
385.53
10/1982 20 years*

U.S. DEPARTMENT OF THE TREASURY
 BUREAU OF PUBLIC DEBT
 10-10-71
 UNITED STATES SAVINGS BONDS

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR AN IMPORTANT NOTICE ABOUT YOUR MATURED SERIES HH/H UNITED STATES SAVINGS BONDS

P4968

17-20360.1274
BRUNSTING001001



Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

*also 9/03
6/29/02
total
what's
interest?*

Tran 00029 04/03/2002 13:26
Entity NTX CC 0008519 Tlr 00006
Account 008519001143
R/TH 540740134
Deposit \$6,464.36
N KTT

95-14-2005B 4-1999

P4969

17-20360.1275
BRUNSTING001002

| E/EE Bond | | | | | | |
|-----------|--------|--------|-------------|------------------|----------|--|
| No. | Series | Denom | Issue Date | Redemption Value | Interest | |
| 4 | E | 200.00 | 1974 / 10 ✓ | 942.08 | 792.08 | |
| 5 | E | 25.00 | 1974 / 10 ✓ | 117.76 | 99.01 | |
| 6 | E | 100.00 | 1974 / 09 ✓ | 471.04 | 396.04 | |
| 7 | E | 100.00 | 1974 / 09 ✓ | 471.04 | 396.04 | |
| 8 | E | 25.00 | 1974 / 09 ✓ | 117.76 | 99.01 | |
| 9 | E | 100.00 | 1974 / 08 ✓ | 471.04 | 396.04 | |
| 10 | E | 100.00 | 1974 / 08 ✓ | 471.04 | 396.04 | |
| 11 | E | 25.00 | 1974 / 08 ✓ | 117.76 | 99.01 | |
| 12 | E | 100.00 | 1974 / 07 ✓ | 471.04 | 396.04 | |
| 13 | E | 25.00 | 1974 / 07 ✓ | 117.76 | 99.01 | |
| 14 | E | 75.00 | 1974 / 02 ✓ | 356.10 | 299.85 | |
| 15 | E | 75.00 | 1974 / 01 ✓ | 356.10 | 299.85 | |

| Sub/Totals | | |
|------------------------------------|---------|---------|
| Pre-January 1990 Issue Dates | 6464.36 | 5433.11 |
| January 1990 and Later Issue Dates | | |
| Total | 6464.36 | 5433.11 |

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM
 MCR-2 Release Version: V21M22F 13:19 04/03/2002

800 299 2265
 0 + 0 + 0

P4970

17-20360.1276
 BRUNSTING001003



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

9/3/02
Serlio/E.

Tran 00239 09/03/2002 10:06
Entity NTX CC 0008519 Tr 00006
Account 008519001143
R/Tr 540740134
Deposit \$6,865.65
N DRL TX *****

~~*[Signature]*~~

Sgt. E. P...

[Signature]

95-14-2005B 10-2001

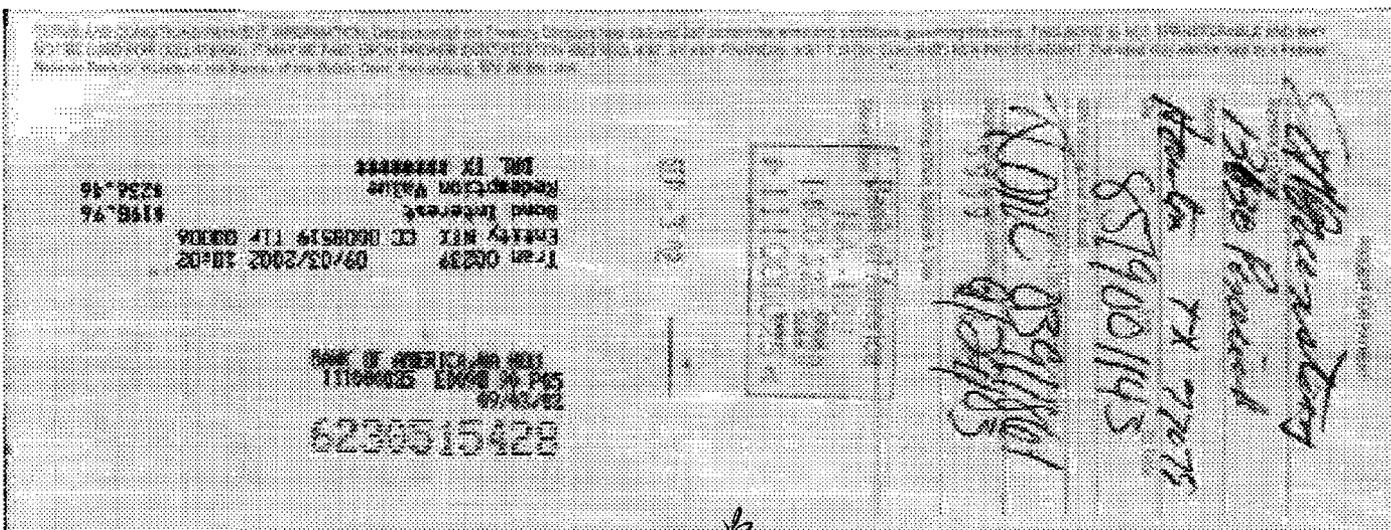
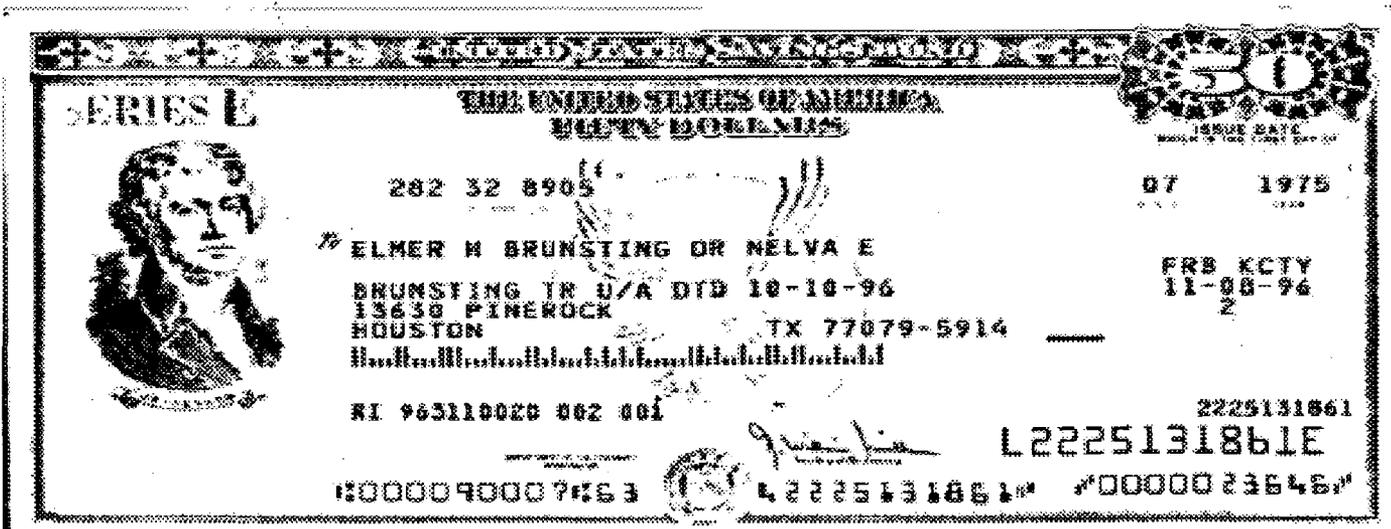
P4971

17-20360.1277

BRUNSTING001004

Bank #: 00009000 Acct #: 06342225131861 Check #:

Amount: \$236.46
Account: 06342225131861
Bank Number: 00009000
CD Volume #:
Check Number:



Handwritten notes:
708 - 5778.15
865.65
11211.26
9/3/2002
9/3/2002

P4972

Bank #: 54074010 Acct #: 00008519001143 Check #:

Amount: \$6865.65
Account: 00008519001143
Bank Number: 54074010
CD Volume #:
Check Number:

DEPOSIT TICKET

ELMER H. BRUNSTING 09/06
NELVA E. BRUNSTING
13630 PINEHOCK
HOUSTON, TX 77079

Handwritten: BUNGE 6865.65

DATE: DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

TOTAL DEPOSIT
SUBTOTAL
LESS CASH

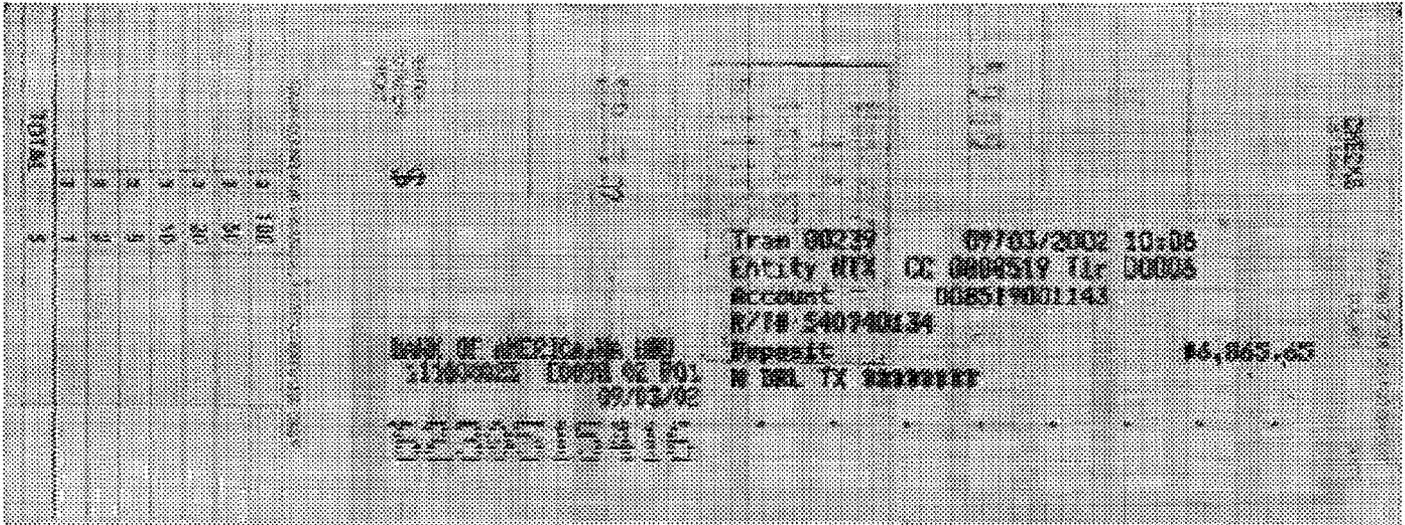
Bank of America



ACH REF 111000025

NET DEPOSIT \$ 6865.65

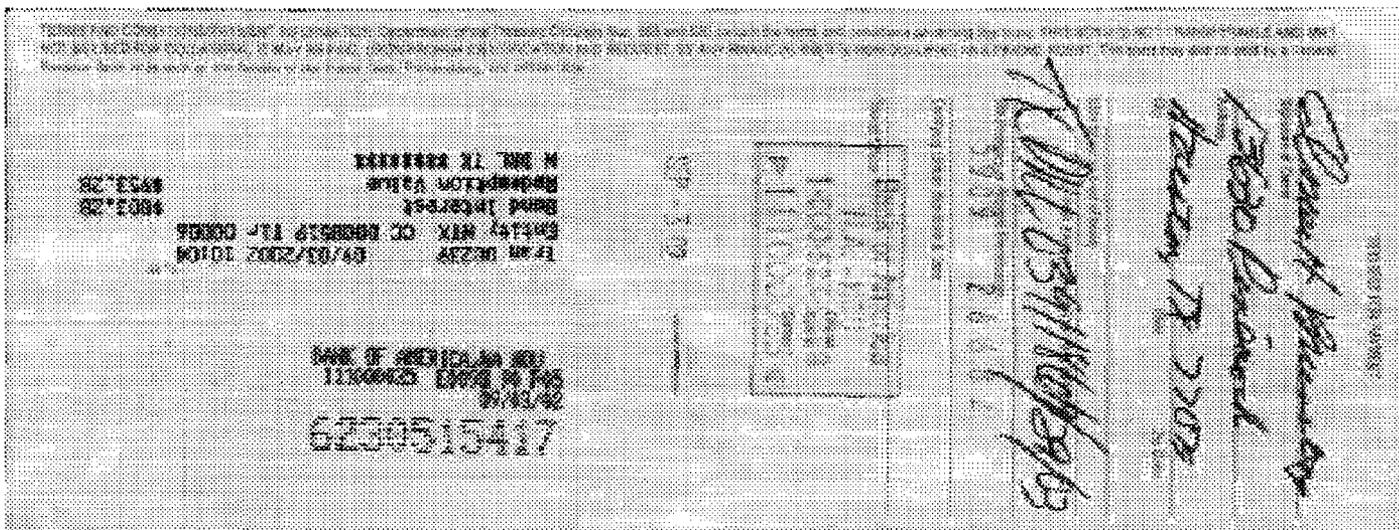
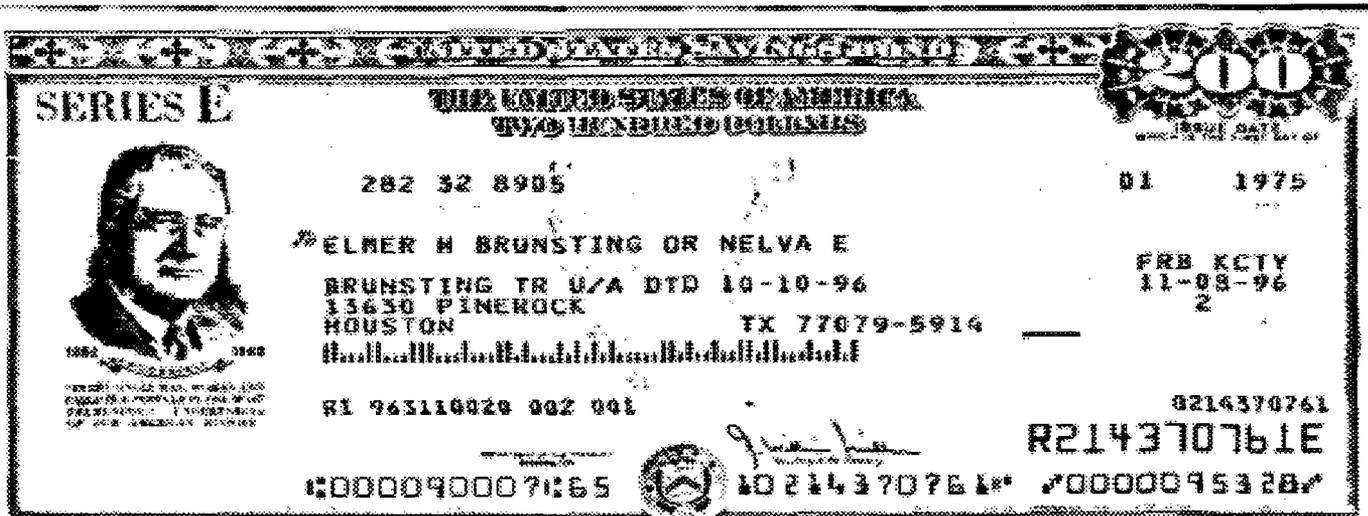
⑆54074010⑆00008519001143⑆ ?⑆000005885659⑆



P4973

Bank #: 00009000 Acct #: 06510214370761 Check #:

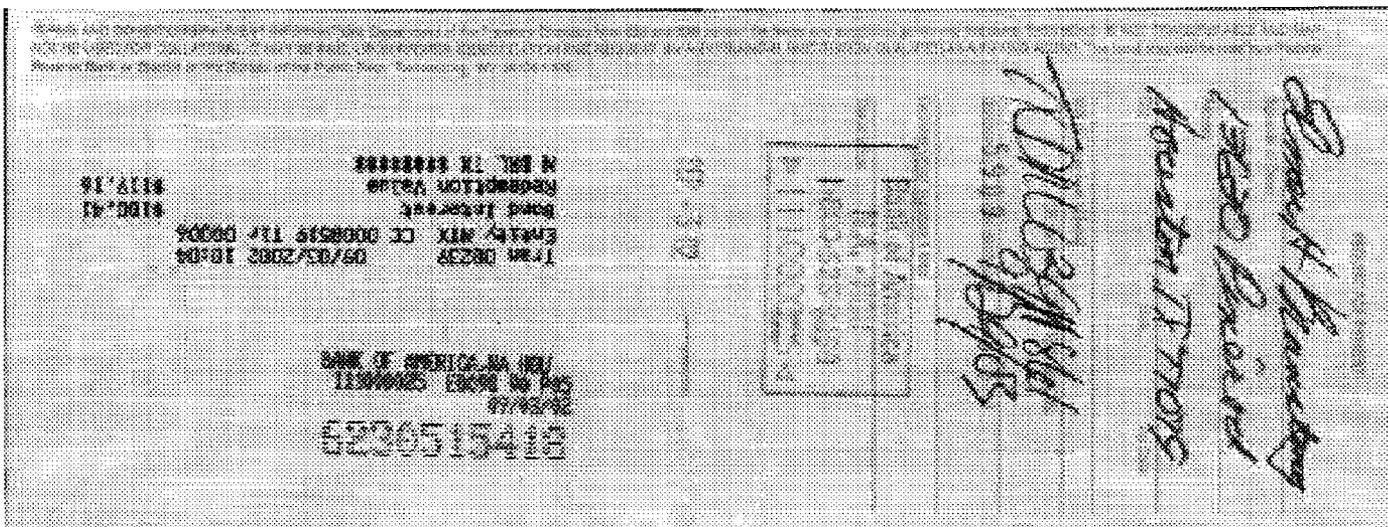
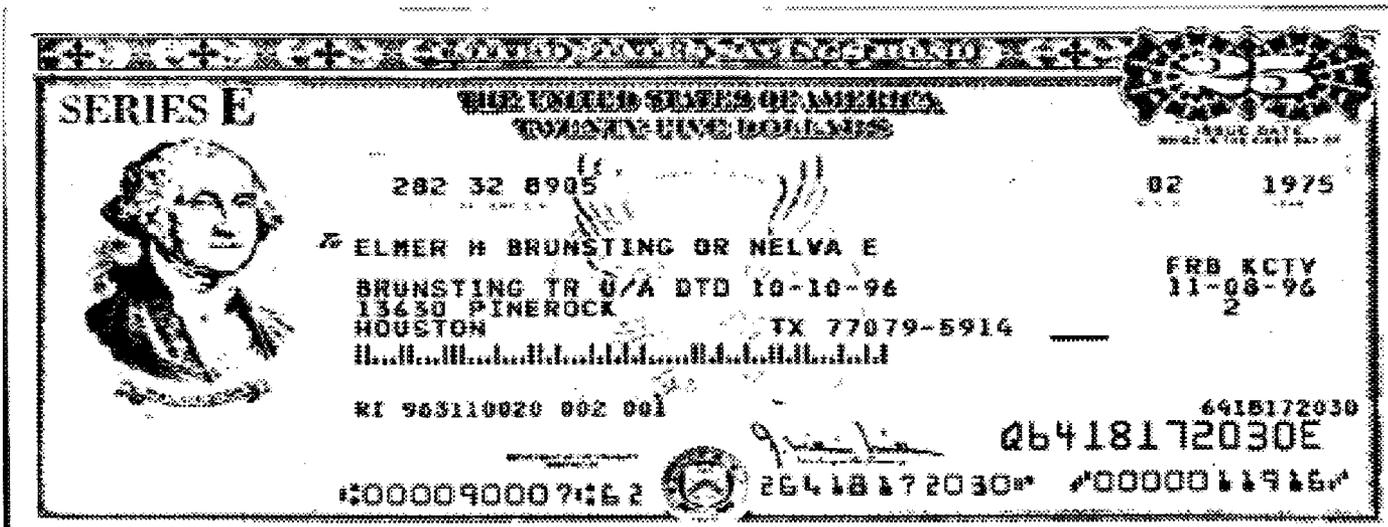
Amount: \$953.28
Account: 06510214370761
Bank Number: 00009000
CD Volume #:
Check Number:



P4974

Bank #: 00009000 Acct #: 06226418172030 Check #:

Amount: \$119.16
Account: 06226418172030
Bank Number: 00009000
CD Volume #:
Check Number:



P4976

Bank #: 00009000 Acct #: 06580214370759 Check #:

Amount: \$953.28
Account: 06580214370759
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E THE UNITED STATES OF AMERICA
THREE HUNDRED DOLLARS

282 32 8905 03 1975

ELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

FRE KCTY 11-08-96

RI 943110020 002 001 0214370759
R214370759E

000090007065 80214370759 0000095328

17MM 00237 04/03/02 10:43
EMILEY HIX CD 060519 11-00004
\$953.28
\$953.28

ELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK HOUSTON TX 77079-5914

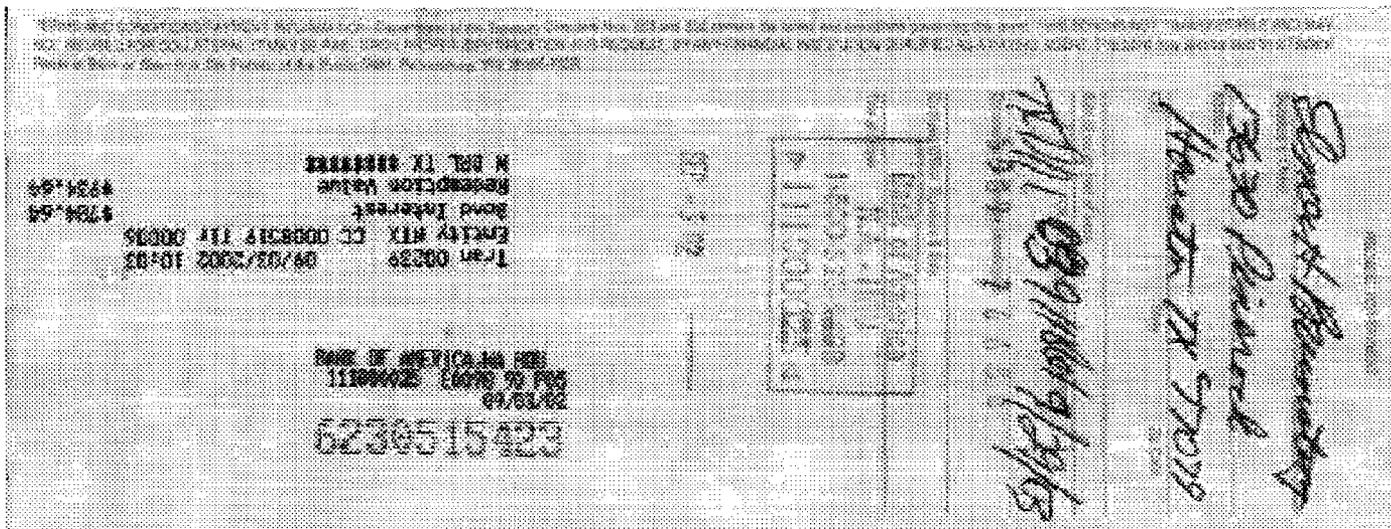
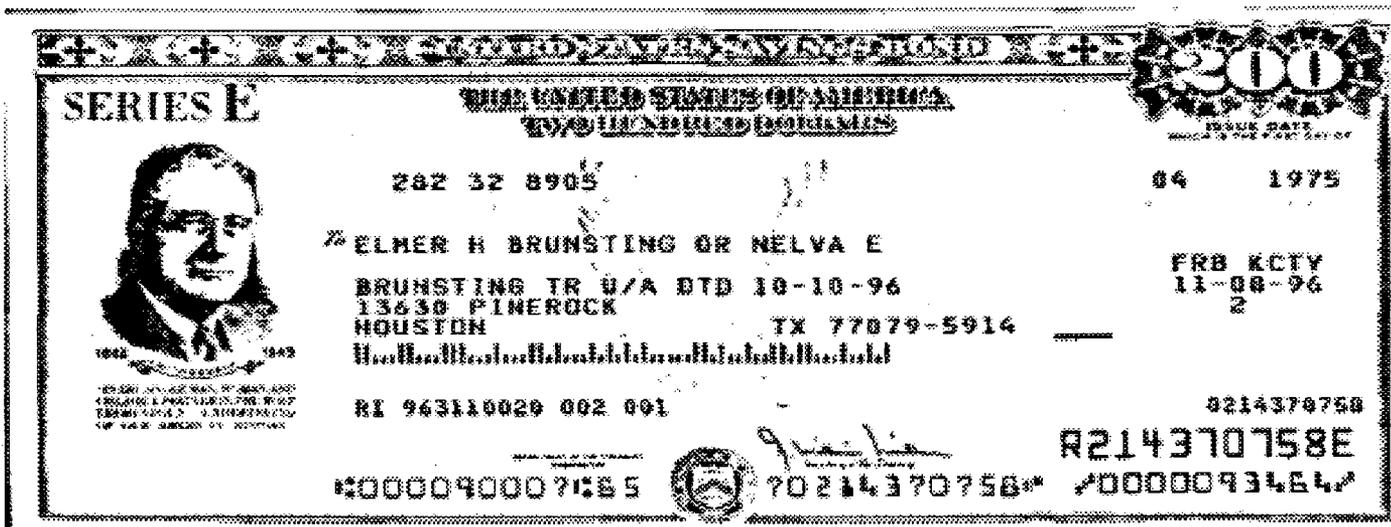
BANK OF AMERICA NA
11000007 0000 00 000
09/13/02
6230515421

BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK
HOUSTON TX 77079

P4977

Bank #: 00009000 Acct #: 06570214370758 Check #:

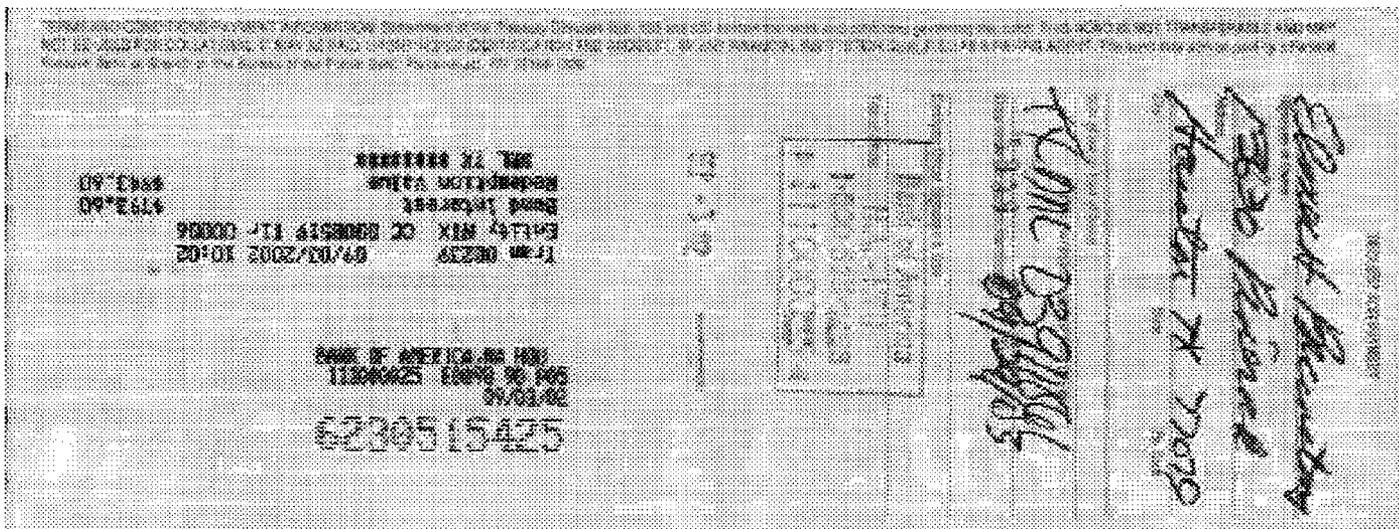
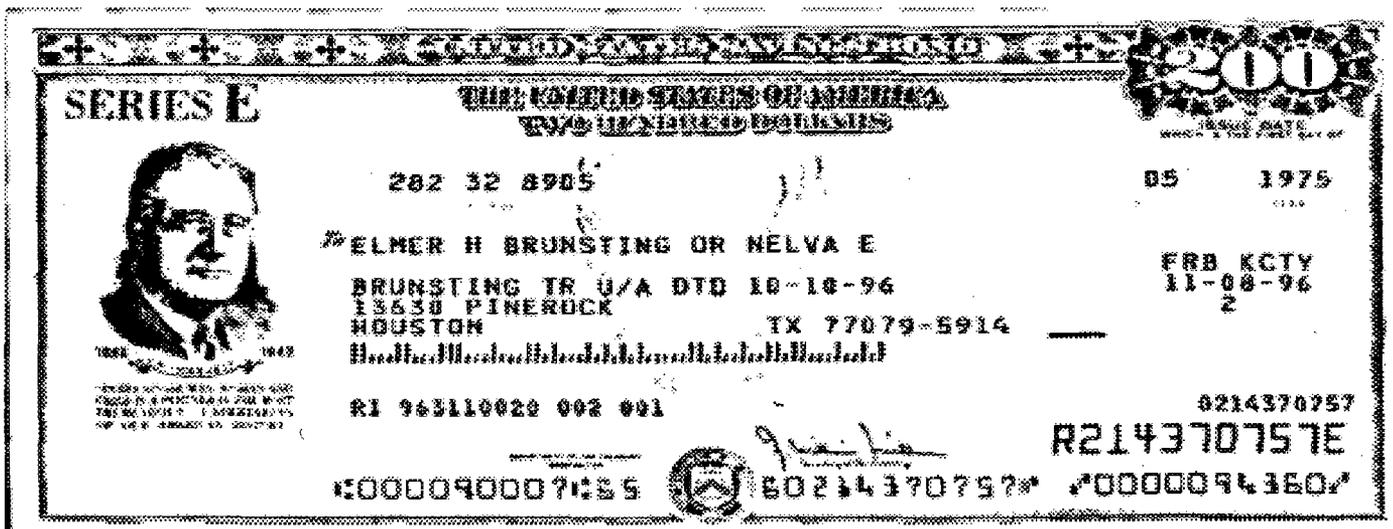
Amount: \$934.64
Account: 06570214370758
Bank Number: 00009000
CD Volume #:
Check Number:



P4980

Bank #: 00009000 Acct #: 06560214370757 Check #:

Amount: \$943.60
Account: 06560214370757
Bank Number: 00009000
CD Volume #:
Check Number:



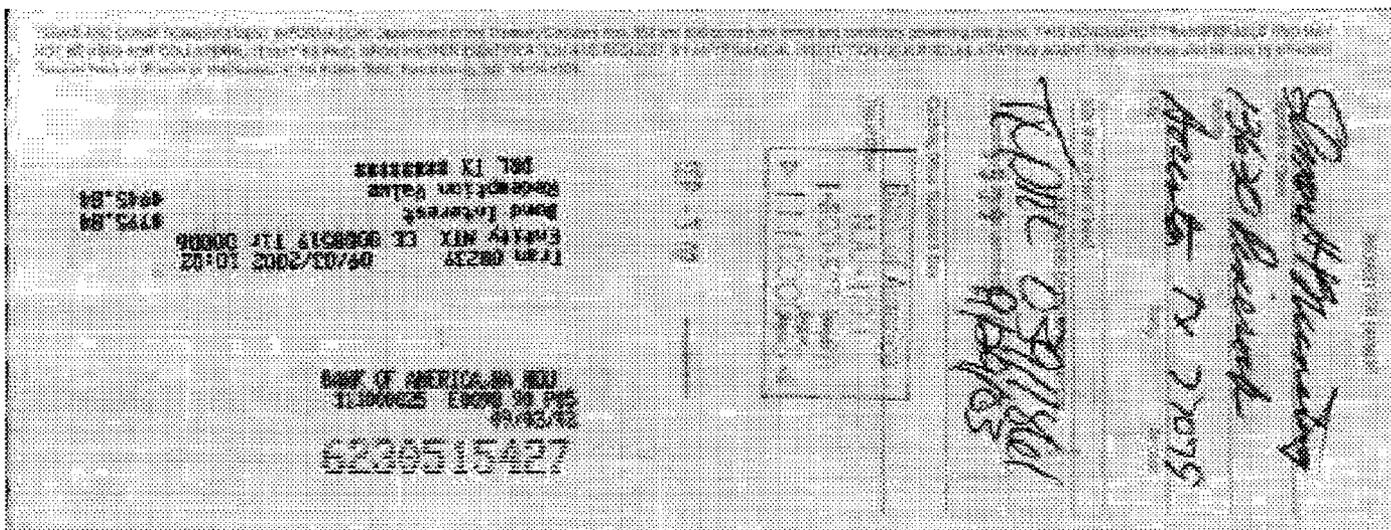
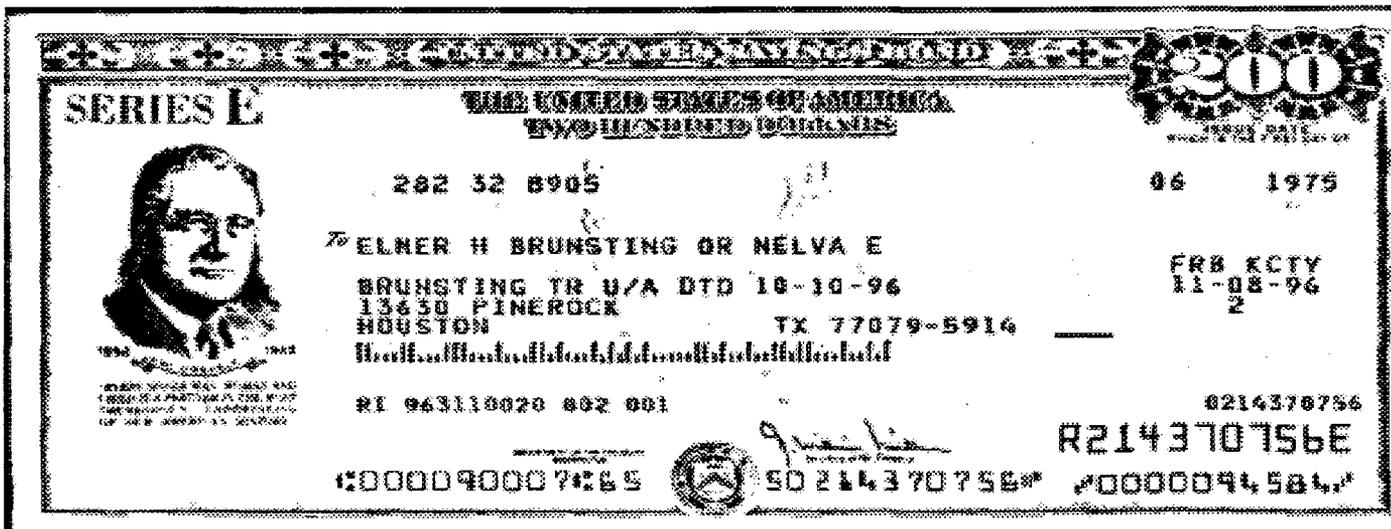
P4982

17-20360.1288

BRUNSTING001015

Bank #: 00009000 Acct #: 06550214370756 Check #:

Amount: \$945.84
Account: 06550214370756
Bank Number: 00009000
CD Volume #:
Check Number:



P4983

17-20360.1289

BRUNSTING001016

The Gulf Companies

LAW DEPARTMENT

Robert F. Ochs
COUNSEL

P. O. Box 3725
Houston, TX 77253

2 HOUSTON CENTER
909 FANNIN STREET

P4985

17-20360.1291

BRUNSTING001018

IRA - P 11 - Primary Spouse
Secondary to Trust

709 - ~~Bank~~ file form 709
Rpt Tax return - claiming each of kids
getting part of premium to claim
generation ~~skipping~~ tax exemption

So deposit to Trust

Stock - check of kids on this

Car - Survivalship - ownership

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/80

NONE OF THIS SETTLEMENT IS TAXABLE.

| SAVINGS FUNDS: | | | COST OF
SECURITIES | CASH
PAYMENT | TOTAL FUND
SETTLEMENT |
|----------------|----------|-----------|-----------------------|-----------------|--------------------------|
| 1980 TERM- | 28 BONDS | 176 UNITS | 2,693.75 | 11.65 | 2,705.40 |

STOCK BONUS FUNDS:

LONG TERM- SHARES @ \$.000

LONG TERM SAVINGS FUNDS:

OPTION 1- SHARES @ \$.000

OPTION 2

| TOTAL SETTLEMENT UNDER ALL FUNDS: | | | | | |
|-----------------------------------|--|--------|----------|-------|----------|
| 28 BONDS | | SHARES | 2,693.75 | 11.65 | 2,705.40 |

CHECK DATE 03/19/81, NUMBER 167786, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 19, 1981

BY PHILIP E. LININER

SECRETARY

P4987

17-20360.1293

BRUNSTING001020

BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

| REDEMPTION YYYY/MO | 2001/05 | SERIES: 1 - E BONDS | 3 - SAVINGS NOTES | | | | |
|--------------------|----------------|---------------------|-------------------|----------------------|-----------------|--------------------|-------------------|
| | | 2 - EE BONDS | 4 - I BONDS | | | | |
| # OF BONDS | SERIES 1,2,3,4 | FACE VALUE | ISSUE YYYY/MO | PER BOND REDEMP. VAL | BOND INT EARNED | TOTALS REDEMP. VAL | TOTALS INT EARNED |
| 1 | 1 | 100 | 1974/01 | 456.36 | 381.36 | 456.36 | 381.36 |

1/22/mo-

2001
1974
27 x 12 = 324

$$\frac{456.36}{25} = 6.0848$$

$$\frac{381.36}{75} = 5.0848$$

PAGE TOTAL

456.36

381.36

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

1974 Bonds

| | | |
|----|-----|-------------|
| 16 | 100 | 1600 |
| 3 | 200 | 600 |
| 2 | 25 | 150 |
| 5 | 25 | 125 |
| | | <u>2475</u> |

FACE VALUE

REDEMP. $\frac{456.36}{100} \times 2475 = 11,294.91$

INT. EARNED $\frac{381.36}{100} \times 2475 = 9,438.66$

INVESTMENT = $2475 \times 25 = 1856.25$

Total on interest = $9,438.66 \times 28 =$

2642.82 INT

Jan 74 27 yrs 324 mo.
Jan 01

11,294.91 = 76.60% of Total
2,642.82
8,652.09

net-

$$\frac{20,000}{8,652.09} = 2.30 \text{ yrs}$$

MEMORIAL HOSPITAL

P4988

Bank of America
embracing ignity




Official Sponsor 2002-2004 U.S. Olympic Team

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 00031D 04/15/2003 09:31
 Entity NTX CC 0008519 TL 00001
 Account 008519001143
 R/T# 540740134
 Deposit \$7,212.24
 N WGL

11/3/03 paid 2002
6.00
11/1/03
tax interest 6,087
N 2

95-14-2005B-06-2002

P4992

17-20360.1298

BRUNSTING001025

*Interest Paid every 6 mos. So turn in
on Anniversary or 6 mos later.*

**INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS**
(Table good for March 1997 only)

| Issue Date | Original Maturity Period | Interest Through Current Maturity Period ¹ | Date Next Extended Maturity Period Begins | Life of Bond |
|---------------------|--------------------------|---|---|--------------|
| SERIES HH | | | | |
| Mar. 1993-Mar. 1997 | 10 yrs. | 4.0 | Mar. 2003-Mar. 2007 | 20 yrs. |
| Apr. 1987-Feb. 1993 | 10 yrs. | 6.0 | Apr. 1997-Feb. 2003 | 20 yrs. |
| Mar. 1983-Mar. 1987 | 10 yrs. | 4.0 | ² | 20 yrs. |
| Jan. 1980-Feb. 1983 | 10 yrs. | 6.0 | ² | 20 yrs. |
| SERIES H | | | | |
| Apr. 1977-Dec. 1979 | 10 yrs. | 6.0 | Apr. 1997-Dec. 1999 | 30 yrs. |
| Mar. 1973-Mar. 1977 | 10 yrs. | 4.0 | ² | 30 yrs. |
| Apr. 1967-Feb. 1973 | 10 yrs. | 6.0 | ² | 30 yrs. |
| Feb. 1957-Mar. 1967 | | | Bonds reached final maturity at 30 yrs. | |
| June 1952-Jan. 1957 | 9 yrs, 8mos. | | Bonds reached final maturity at 29 yrs, 8mos. | |

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

P4995

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for March 1997 only)**

| Issue Date | Original
Maturity
Period | Guaranteed
Through Cur-
rent Maturity
Period ² | Date Next
Extended Maturity
Period
Begins | Life
of Bond |
|----------------------|--------------------------------|--|--|-----------------|
| SERIES EE | | | | |
| Mar. 1993-Apr. 1995 | 18 yrs. | 4.0 | Mar. 2011-Apr. 2013 | 30 yrs. |
| Nov. 1986-Feb. 1993 | 12 yrs. | 6.0 | Nov. 1998-Feb. 2005 | 30 yrs. |
| Mar. 1983-Oct. 1986 | 10 yrs. | 4.0 | Mar. 2003-Oct. 2006 | 30 yrs. |
| Nov. 1982-Feb. 1983 | 10 yrs. | 6.0 | Nov. 2002-Feb. 2003 | 30 yrs. |
| May 1981-Oct. 1982 | 8 yrs. | 6.0 | May 1999-Oct. 2000 | 30 yrs. |
| Nov. 1980-Apr. 1981 | 9 yrs. | 6.0 | Nov. 1999-Apr. 2000 | 30 yrs. |
| Jan. 1980-Oct. 1980 | 11 yrs. | 6.0 | Jan. 2001-Oct. 2001 | 30 yrs. |
| SERIES E | | | | |
| Mar. 1978-June 1980 | 5 yrs. | 4.0 | Mar. 2003-June 2005 | 30 yrs. |
| Dec. 1973-Feb. 1978 | 5 yrs. | 6.0 | Dec. 1998-Feb. 2003 | 30 yrs. |
| June 1971-Nov. 1973 | 5 yrs. 10 mos. | 6.0 | Apr. 1997-Sep. 1999 | 30 yrs. |
| June 1969-May 1971 | 5 yrs. 10 mos. | 4.0 | ' | 30 yrs. |
| Apr. 1967-May 1969 | 7 yrs. | 4.0 | ' | 30 yrs. |
| Dec. 1965-Mar. 1967 | | | Bonds reached final maturity at | 30 yrs. |
| June 1965-Nov. 1965 | 7 yrs. 9 mos. | 4.0 | Mar. 2003-Aug. 2003 | 40 yrs. |
| July 1959-May 1965 | 7 yrs. 9 mos. | 6.0 | Apr. 1997-Feb. 2003 | 40 yrs. |
| June 1959-June 1959 | 7 yrs. 9 mos. | 4.0 | ' | 40 yrs. |
| May 1958-May 1959 | 8 yrs. 11 mos. | 6.0 | Apr. 1997-Apr. 1998 | 40 yrs. |
| Apr. 1957-Apr. 1958 | 8 yrs. 11 mos. | 4.0 | ' | 40 yrs. |
| May 1941-Mar. 1957 | | | Bonds reached final maturity at | 40 yrs. |
| SAVINGS NOTES | | | | |
| Sep. 1968-Oct. 1970 | 4 yrs. 6 mos. | 4.0 | ' | 30 yrs. |
| May 1967-Aug. 1968 | 4 yrs. 6 mos. | 6.0 | ' | 30 yrs. |

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

P4996

**17-20360.1302
BRUNSTING001029**

**INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS**
(Table good for April 1997 only)

| Issue Date | Original Maturity Period | Interest Through Current Maturity Period ¹ | Date Next Extended Maturity Period Begins | Life of Bond |
|---------------------|--------------------------|---|---|--------------|
| SERIES HH | | | | |
| Mar. 1993-Apr. 1997 | 10 yrs. | 4.0 | Mar. 2003-Apr. 2007 | 20 yrs. |
| May 1987-Feb. 1993 | 10 yrs. | 6.0 | May 1997-Feb. 2003 | 20 yrs. |
| Mar. 1983-Apr. 1987 | 10 yrs. | 4.0 | ² | 20 yrs. |
| Jan. 1980-Feb. 1983 | 10 yrs. | 6.0 | ² | 20 yrs. |
| SERIES H | | | | |
| May 1977-Dec. 1979 | 10 yrs. | 6.0 | May 1997-Dec. 1999 | 30 yrs. |
| Mar. 1973-Apr. 1977 | 10 yrs. | 4.0 | ² | 30 yrs. |
| May 1967-Feb. 1973 | 10 yrs. | 6.0 | ² | 30 yrs. |
| Feb. 1957-Apr. 1967 | | | Bonds reached final maturity at 30 yrs. | |
| June 1952-Jan. 1957 | 9 yrs, 8mos. | | Bonds reached final maturity at 29 yrs, 8mos. | |

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for April 1997 only)**

| Issue Date | Original
Maturity
Period | Guaranteed
Through Cur-
rent Maturity
Period ² | Date Next
Extended Maturity
Period
Begins | Life
of Bond |
|----------------------|--------------------------------|--|--|-----------------|
| SERIES EE | | | | |
| Mar. 1993-Apr. 1995 | 18 yrs. | 4.0 | Mar. 2011-Apr. 2013 | 30 yrs. |
| Nov. 1986-Feb. 1993 | 12 yrs. | 6.0 | Nov. 1998-Feb. 2005 | 30 yrs. |
| Mar. 1983-Oct. 1986 | 10 yrs. | 4.0 | Mar. 2003-Oct. 2006 | 30 yrs. |
| Nov. 1982-Feb. 1983 | 10 yrs. | 6.0 | Nov. 2002-Feb. 2003 | 30 yrs. |
| May 1981-Oct. 1982 | 8 yrs. | 6.0 | May 1999-Oct. 2000 | 30 yrs. |
| Nov. 1980-Apr. 1981 | 9 yrs. | 6.0 | Nov. 1999-Apr. 2000 | 30 yrs. |
| Jan. 1980-Oct. 1980 | 11 yrs. | 6.0 | Jan. 2001-Oct. 2001 | 30 yrs. |
| SERIES E | | | | |
| Mar. 1978-June 1980 | 5 yrs. | 4.0 | Mar. 2003-June 2005 | 30 yrs. |
| Dec. 1973-Feb. 1978 | 5 yrs. | 6.0 | Dec. 1998-Feb. 2003 | 30 yrs. |
| July 1971-Nov. 1973 | 5 yrs. 10 mos. | 6.0 | May 1997-Sep. 1999 | 30 yrs. |
| June 1969-June 1971 | 5 yrs. 10 mos. | 4.0 | ³ | 30 yrs. |
| May 1967-May 1969 | 7 yrs. | 4.0 | ³ | 30 yrs. |
| Dec. 1965-Apr. 1967 | | Bonds reached final maturity at | | 30 yrs. |
| June 1965-Nov. 1965 | 7 yrs. 9 mos. | 4.0 | Mar. 2003-Aug. 2003 | 40 yrs. |
| Aug. 1959-May 1965 | 7 yrs. 9 mos. | 6.0 | May 1997-Feb. 2003 | 40 yrs. |
| June 1959-July 1959 | 7 yrs. 9 mos. | 4.0 | ³ | 40 yrs. |
| June 1958-May 1959 | 8 yrs. 11 mos. | 6.0 | May 1997-Apr. 1998 | 40 yrs. |
| May 1957-May 1958 | 8 yrs. 11 mos. | 4.0 | ³ | 40 yrs. |
| May 1941-Apr. 1957 | | Bonds reached final maturity at | | 40 yrs. |
| SAVINGS NOTES | | | | |
| Sep. 1968-Oct. 1970 | 4 yrs. 6 mos. | 4.0 | ³ | 30 yrs. |
| May 1967-Aug. 1968 | 4 yrs. 6 mos. | 6.0 | ³ | 30 yrs. |

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

P4998

17-20360.1304

BRUNSTING001031

Minneapolis Minn.

1-800-563-2663

Toll free number for Federal Reserve Bank in K.C. - ~~1-800-333-2919~~.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008

*Cashed with
Jesse Davis.*

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008 ?

Series EE - 1981-From February to Dec. Expire 2011
All denominations

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 -January through July - Expire - 2013

KLM
1-800-374-7747
Depart

Air Encase
Phil

P5000

17-20360.1306

BRUNSTING001033

Exhibit 20

Brad Featherston December 4, 2014 email re permission to cash EE bonds and deposit the funds

Brad's December 14, 2014 email received from Drina on March 28, 2015!

"To save all of our clients' the time and expense, please respond to this email with "Agreed" and your electronic signature, indicating your agreement that Anita may cash the listed bonds, deposit the proceeds into the Decedent's Trust BOA account, and then disburse 50% or the proceeds into the Survivor's Trust BOA account. Anita will supplement her production with such pape1work showing these transactions. This agreement is without prejudice to reallocating these funds if it is later determined that such bonds were not community property or should have some other allocation under the trust instruments. Very Truly Yours, Bradley E. Featherston The Mendel Law Firm, L.P. 115 5 Dairy Ashford, Ste 1 04 Houston, TX 77079 Tel: (281)759-3213 Fax: (281)759-3214 brad@mendellawfirm.com"

Exhibit 21

Plaintiff Curtis Correspondence with US Treasury re; EE bonds

Can I find out if an EE/E Bond has already been redeemed?

If you have the serial numbers for EE/E Bonds, we can look up the status for you. If you are the owner or co-owner of the bonds, send a signed request to the address below. Be sure to include the serial numbers of the bonds you are asking about.

If the owner or both co-owners have died, you must provide proof such as a copy of the death certificate for each deceased person, with your letter.

Send your letter to:

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

Other written inquiries can be sent to that address. Any information you have about the bonds should be included.

28-36

M



Redeeming (Cashing In) EE/E Savings Bonds

On this page:

[When can I redeem my EE/E Bonds?](#)

[What are my EE/E Bonds worth?](#)

[How do I redeem my EE/E Bonds?](#)

[How do I authorize an attorney-in-fact to redeem my bonds?](#)

[How much can I redeem at one time?](#)

[What will I need to redeem a paper bond?](#)

[Will I get a form for my taxes?](#)

[Can I find out if an EE/E Bond has already been redeemed?](#)

When can I redeem my EE/E Bonds?

After they are 12 months old.

If you redeem an EE Bond before it is five years old, you will lose the last three months of interest.

EE Bonds earn interest for 30 years, so the longer you hold on to the bond (up to 30 years), the more it is worth.

If you've been [affected by a disaster](#), special provisions may apply.

All E bonds and some EE bonds have stopped earning interest and should be redeemed.

What are my EE/E Bonds worth?

Use the [Savings Bond Calculator](#).

Note: Savings bonds cannot be transferred. If you find a bond that belongs to someone else or buy a bond on an online auction site, you cannot redeem it. (If you inherit a bond through the death of the bond owner, see [Death of a Savings Bond Owner](#).)

How do I redeem my EE/E Bonds?

| | |
|-------------------------|---|
| Electronic bonds | Log in to TreasuryDirect and follow the directions there. The cash amount can be credited to your checking or savings account within two business days of the redemption date. |
| Paper bonds | You can cash paper EE/E Bonds at many local financial institutions. We don't keep a list of banks that redeem bonds, so check with banks in your area.

More information for special situations:
Redeeming Bonds Outside the United States and
Redeeming a Young Child's Bond . |

How do I authorize an attorney-in-fact to redeem my bonds?

For instructions, please see publication [FD-2845-100](#), "Power of Attorney: United States Savings Bonds & Notes."

How much can I redeem at one time?

| | |
|--|--|
| Electronic bonds in your TreasuryDirect account | No limit |
| Paper bonds up to \$1,000 (redemption value) | With just the evidence described in the next section, "What will I need to redeem a paper bond?" |
| Paper bonds -- \$1,000 or more (redemption value) | As described in the next section "What will I need to redeem a paper bond?" Alternatively, you can:
Have a certifying officer at a bank where you have an account certify your signature in each request for payment on the back of each bond.

Provide your Social Security Number.

Mail the bonds to the Treasury Direct Security Site . |

What will I need to redeem a paper bond?

Before taking in the bonds to redeem them, it's usually a good idea to check with the financial institution to find out what identification and other documents you'll need. When you present your paper bonds, you'll be asked to show your identity. You can do this by:

being a customer with an active account open for at least 6 months at the financial institution that will be paying the bonds, or

presenting acceptable identification such as a valid driver's license if the redemption value of the bonds is less than \$1,000.

If you are not listed as the owner or co-owner on the bond, you'll have to show that you are entitled to cash in the bond.

Will I get a form for my taxes?

Yes, IRS Form 1099-INT is provided for all redeemed bonds. The form may be available when you redeem your bond or after the end of the year.

| | |
|-------------------------|--|
| Electronic bonds | Log in to TreasuryDirect and go to ManageDirect. Form 1099-INT is one of the links on the ManageDirect page. |
| Paper bonds | The financial institution where you redeemed the bond will mail the form to the address on record for the bond owner. (Typically, this mailing takes place after the end of the year in which the bond is redeemed.) |

[Tax Considerations for EE/E Bonds](#)

[Translate](#)

17-20360.1311

8/16/2014 2:40 PM

CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

September 13, 2014

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

RE: EE/HH Bond Status Request

To Whom It May Concern:

My parents, Elmer H. and Nelva E. Brunsting, are both deceased. Their estate plan referenced EE bonds, and their financial records contained bond inventories and other bond related transaction records for both EE and HH bonds.

I have been unable to locate any of the bonds and it is unknown whether all of them had been cashed in before their demise.

I have enclosed copies of the death certificates, and a complete inventory of the bonds as of October 21, 1996.

If possible I would like to obtain a complete printout of transactions related to my parents' EE and HH bond accounts. If this information is not available, please provide the status of any bonds purchased starting in January 1981.

Please feel free to contact me if you have any questions or need further information.

Sincerely,



Candace L. Curtis

enclosures

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS STATE OF TEXAS CERTIFICATE OF DEATH STATE FILE NUMBER 142-09-043770

Form containing fields for deceased name (ELMER H. BRUNSTING), date of death (04/01/2009), sex (MALE), date of birth (09/29/1921), marital status (Married), residence address (13630 PINEROCK, HOUSTON, TEXAS), cause of death (DEMENTIA, LIKELY VASCULAR TYPE), and certifier information (CYNTHIA ZINNER).

WARNING: This penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000, (Health and Safety Code, Sec. 192, 199)



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED MAR 10 2011

Signature of Geraldine R. Harris, State Registrar



WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

17-20360-1313

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 DECEDENT (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) 6. BIRTH PLACE (City & State or Foreign Country)

FEMALE 10/08/1926 65 SHELTON, IA

7. SOCIAL SECURITY NUMBER 8. MARITAL STATUS AT TIME OF DEATH 9. SURVIVING SPOUSE'S NAME (If odd, give name prior to first marriage)

481-30-4885 [X] Widowed [] Divorced [] Never Married [] Unknown HARRIS

10a. RESIDENCE STREET ADDRESS 10b. CITY OR TOWN 10c. STATE 10d. ZIP CODE 10e. INSIDE CITY LIMITS?

13630 PINEROCK LANE HOUSTON TEXAS 77079 [X] 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) 14. COUNTY OF DEATH 15. CITY/TOWN, ZIP 16. OUTSIDE CITY LIMITS (CIVIL PRECINCT NO.) 18. FACILITY NAME (If not institution, give street address)

[X] Inpatient [] ER/Outpatient [] DOA [] Hospice Facility [] Nursing Home [] Decedent's Home [] Other (Specify) HARRIS HOUSTON, 77055 SELECT SPECIALTY HOSPITAL - HOUSTON WEST

17. INFORMANT'S NAME & RELATIONSHIP TO DECEDENT 18. MAILED 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

[X] Burial [] Cremation [] Donation [X] Entombment [] Removal from state [] Other (Specify) ARACELI J GALINDO, BY ELECTRONIC SIGNATURE 114721

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 13801 KATY FREEWAY, HOUSTON, TX 77079

26. CERTIFIER (Check only one) 27. SIGNATURE OF CERTIFIER 28. DATE CERTIFIED (Mo/Day/Yr) 29. LICENSE NUMBER 30. TIME OF DEATH (Actual or presumed)

[X] 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. 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

33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.

IMMEDIATE CAUSE (Final disease or condition resulting in death) a. RESPIRATORY FAILURE Due to (or as a consequence of):

b. METASTATIC BILIARY CANCER Due to (or as a consequence of):

c. SEVERE PROTEIN CALORIE MALNUTRITION Due to (or as a consequence of):

d. SEPTIC SHOCK

PART 2. ENTER OTHER CAUSE GIVEN IN PART 1. SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH - BUT NOT RESULTING IN THE UNDERLYING CAUSE. 34. WAS AN AUTOPSY PERFORMED? [] Yes [X] No 35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? [] Yes [X] No

ADULT FAILURE TO THRIVE 36. MANNER OF DEATH 37. DID TOBACCO USE CONTRIBUTE TO DEATH? 38. IF FEMALE 39. IF TRANSPORTATION INJURY, SPECIFY

[X] Natural [] Accident [] Suicide [] Homicide [] Pending investigation [] Could not be determined [] Yes [] No [X] 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? [] Yes [X] No 40d. PLACE OF INJURY (e.g. Decedent's home, construction site, restaurant, wooded area)

40e. LOCATION (Street and Number, City, State, Zip Code) 40f. COUNTY OF INJURY

41. DESCRIBE HOW INJURY OCCURRED

42a. REGISTRAR FILE NO. 42b. DATE RECEIVED BY LOCAL REGISTRAR 42c. REGISTRAR

0217344 11/17/2011 REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED

EDR NUMBER 000001040508

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

17-20360 1314



Under penalty of perjury, I, the undersigned grantor (creator) of the trust, certify that the above taxpayer identification number assigned to the trust is correct; and that I am not subject to backup withholding either (i) because I have not been notified that I am subject to backup withholding (as a result of a failure to report all interest or dividends), or (ii) because I have been notified by the Internal Revenue Service that I am no longer subject to backup withholding. I further certify that the trust estate is not subject to backup withholding for one of the aforesaid reasons. (See Item 3 of the instructions on page 3.) (If an employer identification number, i.e., 12-3456789, has been assigned to the trust estate, then the trustee must furnish an I.R.S. Form W-9.)

Elmer H. Brunstein
 (Signature of Owner or coowner)
13630 Pinerock Houston TX 77025
 (Home Address)
282 32-8905
 (Social Security Account Number)

Nelva E. Brunstein
 (Signature of coowner or beneficiary)
13630 Pinerock
 (Home Address)
481-30-4685
 (Social Security Account Number)

(713) 464-0391
 Daytime Telephone Number

(713) 464-4391
 Daytime Telephone Number

I CERTIFY that Elmer H. Brunstein, whose identify is well-known or proved to me, personally appeared before me this 31 day of October, 19 96 at Houston TX (City or State)

I CERTIFY that Nelva E. Brunstein, whose identify is well-known or proved to me, personally appeared before me this 31 day of October, 19 96 at Houston TX (City or State)

and signed the above request, acknowledging the same to be a free act and deed.

and signed the above request, acknowledging the same to be a free act and deed.

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL) 1 1996
Michael S. Bailey
 (Signature and title of certifying officer) CSM
701 Town & Country
 (Address)
Houston TX 77024

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL) 1 1996
Michael S. Bailey
 (Signature and title of certifying officer) CSM
701 Town & Country
 (Address)
Houston TX 77024

RESERVED FOR IDENTIFICATION NOTATIONS

- Customer Account Number and Date Established: _____ Document(s) - Description: _____
- Identified by (Signature and Address): _____

FOR OFFICIAL USE ONLY

- This transaction was a taxable event
 \$ _____ was reported under _____ for _____
 (Social Security Account Number) (Year)
- This transaction was not a taxable event. No interest was reported.

DESCRIPTION OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

| ISSUE DATE | DENOMINATION (FACE AMOUNT) | SERIAL NUMBER | INSCRIPTION (Please type or print names, including middle names or initials, social security account number, if any, and addresses as inscribed on the bonds.) |
|------------|----------------------------|---------------|--|
| | | | ALL INFORMATION IS LISTED ON THE ATTACHED 8 PAGES |

(If space is insufficient, use sheet on page 4, sign it and refer to it above - or use PD F 3500 for this purpose.)

P1183

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

| ISSUE DATE | DENOMINATION | SERIAL NUMBER | INSCRIPTION |
|------------|--------------|---------------|-----------------------|
| JAN 1968 | 25 | Q2323610188E | ELMER H. BRUNSTING OR |
| JAN 1968 | 100 | C488366018E | NELVA E BRUNSTING |
| FEB 1968 | 100 | C488381553E | DITTO |
| MARCH 1968 | 100 | C487597606E | DITTO |
| JULY 1968 | 100 | C492930507E | DITTO |
| AUG 1968 | 25 | Q2369597957E | DITTO |
| AUG 1968 | 100 | C495526689E | DITTO |
| SEPT 1968 | 25 | Q2376239798E | DITTO |
| SEPT 1968 | 100 | C495554472E | DITTO |
| OCT 1968 | 25 | Q2376412853E | DITTO |
| OCT 1968 | 100 | C495571546E | DITTO |
| NOV 1968 | 25 | Q2382934338E | DITTO |
| NOV 1968 | 100 | C496529219E | DITTO |
| DEC 1968 | 100 | C496545465E | DITTO |
| DEC 1968 | 25 | Q2389590020E | DITTO |

| | | | |
|------------|-----|--------------|-------------------|
| JAN 1969 | 25 | Q2402769422E | ELMER H BRUNSTING |
| JAN 1969 | 100 | C497448486E | NELVA E BRUNSTING |
| FEB 1969 | 25 | Q2409958642E | DITTO |
| FEB 1969 | 100 | C499254901E | DITTO |
| MARCH 1969 | 50 | L757031560E | DITTO |
| MARCH 1969 | 100 | C499266790E | DITTO |
| APRIL 1969 | 25 | Q2422715395E | DITTO |
| APRIL 1969 | 100 | C499274128E | DITTO |
| MAY 1969 | 50 | L763056023E | DITTO |
| MAY 1969 | 100 | C5022244708E | DITTO |
| JUNE 1969 | 50 | L766519117E | DITTO |
| JUNE 1969 | 100 | C502238466E | DITTO |
| JULY 1969 | 25 | Q2440232983E | DITTO |
| JULY 1969 | 100 | C502260677E | DITTO |
| AUG 1969 | 50 | L772779399E | DITTO |
| AUG 1969 | 100 | C504859197E | DITTO |
| SEPT 1969 | 50 | L775389203E | DITTO |
| SEPT 1969 | 100 | C504883348E | DITTO |
| OCT 1969 | 25 | Q2468249697E | DITTO |
| OCT 1969 | 100 | C506399101E | DITTO |
| NOV 1969 | 50 | L777324452E | DITTO |
| NOV 1969 | 100 | C506442126E | DITTO |
| DEC 1969 | 25 | Q2476363422E | DITTO |
| DEC 1969 | 100 | C506449027E | DITTO |

| | | | |
|------------|-----|--------------|----------------------|
| JAN 1970 | 50 | L779356396E | ELMER H BRUNSTING OR |
| JAN 1970 | 100 | C507351868E | NELVA E BRUNSTING |
| FEB 1970 | 25 | Q2489045403E | DITTO |
| FEB 1970 | 100 | C507371517E | DITTO |
| MARCH 1970 | 50 | L781533895E | DITTO |

PAGE 1

P1184

17-20360-10173

PAGE2

| | | | |
|------------|-----|--------------|----------------------|
| MARCH 1970 | 100 | C509742914E | DITTO |
| APRIL 1970 | 50 | L781622843E | DITTO |
| APRIL 1970 | 100 | C513299043E | DITTO |
| MAY 1970 | 50 | LL781689413E | DITTO |
| MAY 1970 | 100 | C513338157E | DITTO |
| JUNE 1970 | 50 | L781840738E | DITTO |
| JUNE 1970 | 100 | C513377785E | DITTO |
| JULY 1970 | 50 | L794088310E | DITTO |
| JULY 1970 | 100 | C513404100E | DITTO |
| AUG 1970 | 50 | L796803115E | DITTO |
| AUG 1970 | 100 | C 515732747E | DITTO |
| SEPT 1970 | 25 | Q2528750393E | DITTO |
| SEPT 1970 | 100 | C515801272E | DITTO |
| OCT 1970 | 50 | L801969302E | DITTO |
| OCT 1970 | 100 | C515833390E | DITTO |
| NOV 1970 | 50 | L802022535E | DITTO |
| NOV 1970 | 100 | C515886588E | DITTO |
| DEC 1970 | 50 | L807326463E | DITTO |
| DEC 1970 | 100 | C 515436590E | DITTO |
| | | | |
| JAN 1971 | 50 | L807366168E | ELMER H BRUNSTING OR |
| JAN 1971 | 100 | C518450821E | NELVA BRUNSTING |
| FEB 1971 | 50 | L812941238E | DITTO |
| FEB 1971 | 100 | C518516321E | DITTO |
| MARCH 1971 | 50 | L815611153E | DITTO |
| MARCH 1971 | 100 | C522495921E | DITTO |
| APRIL 1971 | 50 | L817774095E | DITTO |
| APRIL 1971 | 100 | C523365879E | DITTO |
| MAY 1971 | 75 | K14200621E | DITTO |
| MAY 1971 | 100 | C523483834E | DITTO |
| JUNE 1971 | 75 | K14670394E | DITTO |
| JUNE 1971 | 100 | C526107354E | DITTO |
| JULY 1971 | 50 | L819574435E | DITTO |
| JULY 1971 | 100 | C528427319E | DITTO |
| AUG 1971 | 75 | K15016278E | DITTO |
| AUG 1971 | 100 | C529794380E | DITTO |
| SEPT 1971 | 50 | L825480119E | DITTO |
| SEPT 1971 | 100 | C529877212E | DITTO |
| OCT 1971 | 75 | K15187296E | DITTO |
| OCT 1971 | 100 | C529895593E | DITTO |
| NOV 1971 | 50 | L835532053E | DITTO |
| NOV 1971 | 100 | C531353752E | DITTO |
| DEC 1971 | 75 | K16443059E | DITTO |
| DEC 1971 | 100 | C534218555E | DITTO |
| | | | |
| JAN 1972 | 75 | K16841325E | ELMER H BRUNSTING OR |
| JAN 1972 | 100 | C 535345407E | NELVA E BRUNSTING |
| FEB 1972 | 50 | L1002342624E | DITTO |
| FEB 1972 | 100 | C536246756E | DITTO |

P1185

E17-20300-10184

PAGE 3

| | | | |
|------------|-----|--------------|----------------------|
| MARCH 1972 | 75 | K100205529E | DITTO |
| MARCH 1972 | 100 | C1001140610E | DITTO |
| APRIL 1972 | 75 | K100235027E | DITTO |
| APRIL 1972 | 100 | C1001188897E | DITTO |
| MAY 1972 | 75 | K100574825E | DITTO |
| MAY 1972 | 100 | C1004287178E | DITTO |
| JUNE 1972 | 75 | K100897353E | DITTO |
| JUNE 1972 | 100 | C1004370151E | DITTO |
| JULY 1972 | 75 | K100923508E | DITTO |
| JULY 1972 | 100 | C1005971762E | DITTO |
| AUG 1972 | 75 | K101226740E | DITTO |
| AUG 1972 | 100 | C1007854435E | DITTO |
| SEPT 1972 | 75 | K101234776E | DITTO |
| SEPT 1972 | 100 | C1009583723E | DITTO |
| OCT 1972 | 75 | K101497925E | DITTO |
| OCT 1972 | 100 | C1013424162E | DITTO |
| NOV 1972 | 75 | K101674271E | DITTO |
| NOV 1972 | 100 | C1014677804E | DITTO |
| DEC 1972 | 75 | K101717239E | DITTO |
| DEC 1972 | 100 | C1014769185E | DITTO |
| | | | |
| JAN 1973 | 100 | C1017412539E | ELMER H BRUNSTING OR |
| JAN 1973 | 100 | C1017412540E | NELVA E BRUNSTING |
| FEB 1973 | 75 | K103456625E | DITTO |
| FEB 1973 | 100 | C1019165387E | DITTO |
| MARCH 1973 | 100 | C1020967659E | DITTO |
| MARCH 1973 | 100 | C1020967660E | DITTO |
| APRIL 1973 | 75 | K103502429E | DITTO |
| APRIL 1973 | 100 | C1022725346E | DITTO |
| MAY 1973 | 100 | C1022743153E | DITTO |
| MAY 1973 | 100 | C1022743154E | DITTO |
| JUNE 1973 | 75 | K104260431E | DITTO |
| JUNE 1973 | 100 | C1024190568E | DITTO |
| JULY 1973 | 100 | C1025207524E | DITTO |
| JULY 1973 | 100 | C1025207525E | DITTO |
| AUG 1973 | 75 | K104501960E | DITTO |
| AUG 1973 | 100 | C1026856168E | DITTO |
| SEPT 1973 | 100 | C1028489865E | DITTO |
| SEPT 1973 | 100 | C1028489866E | DITTO |
| OCT 1973 | 75 | K105207666E | DITTO |
| OCT 1973 | 100 | C1030186694E | DITTO |
| NOV 1973 | 100 | C1031889677E | DITTO |
| NOV 1973 | 100 | C1031889678E | DITTO |
| DEC 1973 | 100 | C1031993682E | DITTO |
| DEC 1973 | 100 | C1031993683E | DITTO |
| | | | |
| JAN 1974 | 75 | K105609333E | ELMER H BRUNSTING OR |
| JAN 1974 | 100 | C1034862765E | NELVA E BRUNSTING |
| FEB 1974 | 75 | K106301025E | DITTO |

P1186

BRUNSTING001615
17-20360-1319

PAGE 4

| | | | |
|------------|-----|---------------|----------------------|
| FEB 1974 | 100 | C1037551320E | DITTO |
| MARCH 1974 | 100 | C1039590046E | DITTO |
| MARCH 1974 | 100 | C1039590047E | DITTO |
| APRIL 1974 | 100 | C1039616578E | DITTO |
| APRIL 1974 | 100 | C1039616579E | DITTO |
| MAY 1974 | 100 | C1040575108E | DITTO |
| MAY 1974 | 100 | C1040575109E | DITTO |
| JUNE 1974 | 100 | C1040666253E | DITTO |
| JUNE 1974 | 100 | C1040666254E | DITTO |
| JULY 1974 | 25 | Q5206129943E | DITTO |
| JULY 1974 | 100 | C1040699695E | DITTO |
| JULY 1974 | 100 | C1040699696E | DITTO |
| AUG 1974 | 25 | Q5207177764E | DITTO |
| AUG 1974 | 100 | C1042675840E | DITTO |
| AUG 1974 | 100 | C1042675841E | DITTO |
| SEPT 1974 | 25 | Q5212656678E | DITTO |
| SEPT 1974 | 100 | C1044277355E | DITTO |
| SEPT 1974 | 100 | C1044277356E | DITTO |
| OCT 1974 | 24 | Q5219890347E | DITTO |
| OCT 1974 | 200 | R104236199E | DITTO |
| NOV 1974 | 25 | Q5227328461E | DITTO |
| NOV 1974 | 200 | R104238066E | DITTO |
| DEC 1974 | 200 | R105532207E | DITTO |
| | | | |
| JAN 1975 | 200 | R105534602E | ELMER H BRUNSTING OR |
| FEB 1975 | 25 | Q5250876813E | NELVA E BRUNSTING |
| FEB 1975 | 200 | R105537285E | DITTO |
| MARCH 1975 | 50 | L1110504385E | DITTO |
| MARCH 1975 | 200 | R105552232E | DITTO |
| APRIL 1975 | 50 | L10655080468E | DITTO |
| APRIL 1975 | 200 | R105555261E | DITTO |
| MAY 1975 | 50 | L20046344533E | DITTO |
| MAY 1975 | 200 | R200729202E | DITTO |
| JUNE 1975 | 25 | Q6011260745E | DITTO |
| JUNE 1975 | 200 | R200475099E | DITTO |
| JULY 1975 | 50 | L2008122240E | DITTO |
| JULY 1975 | 200 | R200478983E | DITTO |
| AUG 1975 | 50 | L2011260401E | DITTO |
| AUG 1975 | 200 | R201130474E | DITTO |
| SEPT 1975 | 50 | L2019145590E | DITTO |
| SEPT 1975 | 200 | R201134203E | DITTO |
| OCT 1975 | 50 | L2025225306E | DITTO |
| OCT 1975 | 200 | R201145065E | DITTO |
| NOV 1975 | 75 | K202269628E | DITTO |
| NOV 1975 | 200 | R201438781E | DITTO |
| DEC 1975 | 75 | K202852678E | DITTO |
| DEC 1975 | 200 | R202448340E | DITTO |

P1187

17-26360-1620 6

page 5

| | | | |
|------------|-----|--------------|----------------------|
| JAN1976 | 75 | K202864265E | ELMER H BRUNSTING OR |
| JAN 1976 | 200 | R202451895E | NELVA E BRUNSTING |
| FEB 1976 | 75 | K203112916E | DITTO |
| FEB 1976 | 200 | R202690829E | DITTO |
| MARCH 1976 | 75 | K203265303E | DITTO |
| MARCH 1976 | 200 | R202694335E | DITTO |
| APRIL1976 | 75 | K203366117E | DITTO |
| APRIL 1076 | 200 | R202698397E | DITTO |
| MAY 1976 | 75 | K203354323E | DITTO |
| MAY 1976 | 200 | R202699682E | DITTO |
| JUNE 1976 | 75 | K203364078E | DITTO |
| JUNE 1976 | 200 | R203951602E | DITTO |
| JULY 1976 | 75 | K203386120E | DITTO |
| JULY 1976 | 200 | R203944366E | DITTO |
| AUG 1976 | 100 | C2030829953E | DITTO |
| AUG 1976 | 200 | R203949180E | DITTO |
| SEPT 1976 | 75 | K207076144E | DITTO |
| SEPT 1976 | 200 | R203978493E | DITTO |
| OCT1972 | 75 | K207094581E | DITTO |
| OCT 1976 | 200 | R204483052E | DITTO |
| NOV 1976 | 75 | K207452453E | DITTO |
| NOV 1976 | 200 | R204507335E | DITTO |
| DEC 1976 | 75 | K207459456E | DITTO |
| DEC 1976 | 200 | R204523975E | DITTO |

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|------------|-----|---------------|----------------------|
| JAN 1977 | 100 | C20361322118E | ELMER H BRUNSTING OR |
| JAN 1977 | 200 | R204541333E | NELVA E BRUNSTING |
| FEB 1977 | 100 | C2039832289E | DITTO |
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| MAY 1977 | 25 | Q6185728367E | DITTO |
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| SEPT 1977 | 100 | C2054145624E | DITTO |
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| OCT 1977 | 100 | C2058634132E | DITTO |
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| DEC 1977 | 25 | Q6233839753E | DITTO |
| DEC 1977 | 100 | C2061750948E | DITTO |
| DEC 1977 | 200 | R207846639E | DITTO |

P1188

PAGE 6

| | | | |
|------------|-----|--------------|-----------------------|
| JAN 1978 | 100 | C2063616775E | ELMER H. BRUNSTING OR |
| JAN 1978 | 200 | R208068104E | NELVA E BRUNSTING |
| FEB 1980 | 75 | K221891597E | ELMER H BRUNSTING OR |
| FEB 1980 | 100 | C2107430100E | NELVA E BRUNSTING |
| FEB 1980 | 200 | R212872691E | DITTO |
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| APRIL 1980 | 100 | C2108816696E | DITTO |
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| FEB 1981 | 75 | K19777823EE | NELVA E BRUNSTING |
| FEB 1981 | 200 | R7766450EE | DITTO |
| MARCH 1981 | 50 | L57948286EE | DITTO |
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| DEC 1981 | 100 | C35846236EE | DITTO |
| DEC 1981 | 200 | R10720744EE | DITTO |

P1189

17-26360-1628

PAGE 7

| | | | |
|------------|-----|--------------|----------------------|
| JAN 1982 | 75 | K22664763EE | ELMER H BRUNSTING OR |
| JAN 1982 | 100 | C36623992EE | NELVA E BRUNSTING |
| JAN 1982 | 200 | R11303467EE | DITTO |
| FEB 1982 | 50 | L91576789EE | DITTO |
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| NOV 1982 | 200 | R12807995EE | DITTO |
| DEC 1982 | 75 | K35841574EE | DITTO |
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|------------|-----|--------------|----------------------|
| JAN 1983 | 75 | K35869372EE | ELMER H BRUNSTING OR |
| JAN 1983 | 100 | C47086584EE | NELVA E BRUNSTING |
| JAN 1983 | 200 | R13214791EE | DITTO |
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| APRIL 1983 | 200 | R14244640EE | DITTO |
| MAY 1983 | 75 | K39755808EE | DITTO |
| MAY 1983 | 100 | C55144028EE | DITTO |

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.
6. For information on insurance claims, click on "My Account" at the top of any Click-N-Ship web page and then the "How to File a Claim" link.

Click-N-Ship® Label Record**USPS TRACKING # / Insurance Number:****9405 9036 9930 0253 1601 07**

| | | | |
|----------------|------------|-------------------------|---------------|
| Trans. #: | 309929516 | Priority Mail® Postage: | \$5.05 |
| Print Date: | 09/13/2014 | Insurance Fee: | \$0.00 |
| Ship Date: | 09/13/2014 | Total: | \$5.05 |
| Expected | | | |
| Delivery Date: | 09/15/2014 | | |
| Insured Value: | \$1.00 | | |

From: CANDACE CURTIS
218 LANDANA ST
AMERICAN CYN CA 94503-1050

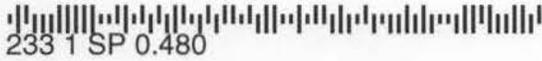
To: BUREAU OF THE FISCAL SERVICE
PO BOX 7012
PARKERSBURG WV 26106-7012

* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



*Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the USPS Tracking™ page at usps.com*

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106



October 8, 2014

CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Treasury Retail Securities

IMPORTANT INFORMATION

Thank you for your recent inquiry regarding Treasury Retail Securities. **If you are responding to our correspondence, please include this bar code sheet with your response.** Failure to include this sheet may delay the processing of your request. Please note:

- Place this bar code sheet on the top of all documents you submit.
- Mail your transaction to the address provided below using the enclosed return envelope.
- Ensure that the return address at the bottom of this sheet is visible in the envelope window.
- Make a note of the Customer Number (shown below) for all future reference or communication purposes.

For Internal purposes only

Customer#: 0001326239S



Service Request#: 1-500690063



CC5

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106

For information about Treasury Retail securities, go to:
www.treasurydirect.gov

17-20360.1325





Treasury Securities Services

October 8, 2014

Customer: 0001326239S
Elmer H. Brunsting



CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Dear Ms. Curtis:

This letter refers to your recent transaction and/or inquiry.

I am trying to get photos of paid bonds; usually we cannot get photos of any bonds that have been paid over ten years ago.

I did locate some Series EE bonds issued to Elmer H Brunsting or Nelva E Brunsting's Trust.

To proceed with the request, we will need from the successor trustee:

- A certified copy of any deceased trustee's death certificate. Death certificates must be certified or sworn to by the state or local registrar, under seal or stamp, as true and correct copies taken from the official records.

In support of the request we will need a Certificate of Trust. If this is not available or your state does not allow for one, please send a copy of the original trust agreement with amendments or relevant trust excerpts and amendments. The copy of the trust must be a true and correct copy of the original and the following pages must be included:

- The page showing the name and date of the trust (not a title or cover page).
- The page(s) identifying the acting trustee(s). If more than one acting trustee is named and each can act independently, submit that portion of the trust.
- The signature page(s).
- Any amendments to the trust that may alter the information on the pages submitted or limit the authority of the acting trustee(s) to request the transaction.

If the bond(s) are missing, we will also need:

- The person(s) entitled to complete and sign the enclosed *Claim For Lost, Stolen or Destroyed United States Savings Bonds* (PD F 1048).

For information about Treasury Retail securities, go to:
www.treasurydirect.gov



17-20360.1326

We may also need information concerning the estate of the last deceased.

Please send your response in the enclosed envelope. When contacting us, please provide the customer name and reference number shown at the top of this letter as well as your daytime telephone number. Also provide your email address if you prefer contact by email.

For general questions about Treasury Securities, visit our website at www.treasurydirect.gov. If you have questions about this letter, call 304-480-7711 ext. 297414, between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

Sincerely,

Bureau of the Fiscal Service

Enclosure: Return Envelope



Exhibit 22

Amy June 24, 2015 answers to interrogatories and Requests for Production

GRIFFIN & MATTHEWS

Attorneys at Law
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
(281) 870-1124
(281) 870-1647 FAX

FACSIMILE TRANSMISSION

| | | | | | |
|------------|---------------------|-------------|--------------|---------------|--------------|
| To: | Bobbie Bayless | | 713.522.2218 | | 713.522.2224 |
| | Darlene Payne Smith | Fax: | 713.658.1921 | Phone: | 713.752.8640 |
| | Bradley Featherston | | 281.759.3214 | | 281.759.3213 |

| | | | | | |
|--------------|------------------|---------------|------------------------------|--------------|-----------|
| From: | Neal E. Spielman | Pages: | 29 including this cover page | Date: | 6/24/2015 |
|--------------|------------------|---------------|------------------------------|--------------|-----------|

Re: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In Probate Court No. Four (4) of Harris County, Texas

PLEASE DELIVER AS SOON AS POSSIBLE

- Amy Brunsting's Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production (with Verification)

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone.

GRIFFIN & MATTHEWS
Attorneys at Law

HOUSTON
1155 DAIRY ASHFORD, SUITE 300
HOUSTON, TEXAS 77079
(281) 870-1124
FAX: (281) 870-1647

June 24, 2015

BEAUMONT
400 NECHES @ CROCKETT
BEAUMONT, TEXAS 77701
(409) 832-6006
FAX: (409) 832-1000

NEAL E. SPIELMAN
nspielman@griffinatlw.com

Ms. Candace Louise Curtis
218 Landana Street
American Canyon, California 94503

Via C.M.R.R.R.
7014 0150 0001 5384 0078

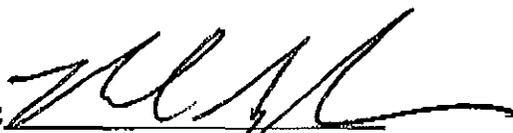
RE: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In
Probate Court No. Four (4) of Harris County, Texas

Dear Ms. Curtis:

In accordance with the Texas Rules of Civil Procedure, enclosed please find my client's
Objections, Answers and Responses to the written interrogatories and requests for production
recently issued. My client's verification is also enclosed.

Very truly yours,

Griffin & Matthews

By: 
Neal E. Spielman

NES:mf

Enclosures

cc: Ms. Bobbie G. Bayless
Bayless & Stokes
Via Facsimile: 713.522.2218

Ms. Darlene Payne Smith
Crain, Caton & James
Via Facsimile: 713.425.7945

Mr. Bradley E. Featherston
The Mendel Law Firm, L.P.
Via Facsimile: 281.759.3214

NO. 412,249-401

| | | |
|-------------------------------|---|----------------------|
| CARL HENRY BRUNSTING, et. al. | § | IN PROBATE COURT |
| v. | § | NUMBER FOUR (4) OF |
| ANITA KAY BRUNSTING, et. al. | § | HARRIS COUNTY, TEXAS |

**AMY RUTH BRUNSTING'S
OBJECTIONS, ANSWERS AND RESPONSES TO CANDACE LOUISE CURTIS'S
WRITTEN INTERROGATORIES AND REQUESTS FOR PRODUCTION**

*TO: Candace Louise Curtis, Pro Se, – 218 Landana Street, American Canyon, California
94503*

Amy Ruth Brunsting, serves these Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: 

NEAL E. SPIELMAN
Texas State Bar No. 00794678
nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124 - Phone
281.870.1647 - Facsimile

*ATTORNEYS FOR DEFENDANT,
AMY RUTH BRUNSTING*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 24th day of June 2015, to the following in the manner set forth below:

Candace Louise Curtis -- Pro Se:

Candace Louise Curtis
218 Landana Street
American Canyon, California 94503
Via C.M.R.R.R. 7014 0150 0001 5384 0078

Attorneys for Carl Henry Brunsting:

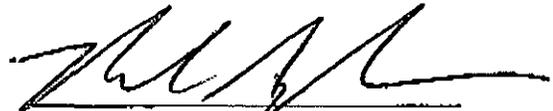
Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
Via Facsimile: 713.522.2218

Attorneys for Carole Ann Brunsting:

Darlene Payne Smith
Alec B. Covey
Crain, Caton & James
Five Houston Center
1401 McKinney, 17TH Floor
Houston, Texas 77010
Via Facsimile: 713.425.7945

Attorneys for Anita Kay Brunsting:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via Facsimile: 281.759.3214


NEAL E. SPIELMAN

OBJECTIONS, ANSWERS & RESPONSES

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Interrogatory No. 1 (Really, Interrogatories 1-4)

(a) Regarding the Affidavit in Support of Removal of Lis Pendens, Sworn to and signed by you on March 6, 2012, at Item 5 you state:

"As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston."

With respect to this statement:

i. Has a Personal Asset Trust been set up for?

- 1. Candace Louise Curtis
- 2. Carole Ann Brunsting
- 3. Carl Henry Brunsting
- 4. Amy Ruth Brunsting
- 5. Anita Kay Brunsting

If the answer to any of 1 - 5 is yes, please state when and how each personal asset trust was "set up", how and from what assets each was funded. Please explain also the dispositive provisions for the personal asset trusts and the instruments from which each article was derived. Please also explain what administrative provisions were used to "set up" the personal asset trusts and identify the instrument(s) from which those provisions were derived.

If the answer to any of 1 - 5 is no, please explain the process for the creation of the personal asset trust(s) and itemize, with a particularity, the causes for your failure to establish said trust(s).

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

(b) At item 10 you state:

"The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the Lis Pendens so the sale can be consummated, for the benefit of all of the heirs".

The house sold more than 3 years ago, what benefit has any heir received from the sale of the house?

Answer:

Objection. Respondent objects to this Request as phrased. It is vague, confusing, premature, misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The proceeds from the sale of the house have been deposited in an interest-bearing account where they will remain pending resolution of the various legal proceedings initiated by Carl and Candace

(c) At item 3 in your Affidavit in Support of Removal of Lis Pendens, dated March 6, 2012, you state:

"The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance."

With respect to this statement:

Our father died April 1, 2009. At the time of his death the named successor co-trustees, as per the 2007 Amendment, were Carl and Candace. "Our parents" removed your name as successor co-trustee with the 2007 Amendment, and my name remained as a successor co-trustee with Carl. What instruments created between the 2007 Amendment and our father's death indicate: "our parents did not feel she was competent to handle her own inheritance"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

All of them. Taken in their totality, the documents evidence our parents changing attitudes and confidence in Candace and Carl's respective abilities to properly care for themselves, manage money, make reasonable decisions, avoid negative influences in the form of spouses and/or significant others, etc.

Interrogatory No. 2 (Really, Interrogatories 5-8)

In your Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, you state:

"AMY RUTH BRUNSTING F/F/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property."

Section 3(A)(A) at page 5 of the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment" states:

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified to be made to said beneficiary's Personal Asset Trust first occurs.

Pursuant to Article X Section "A" of the family trust, distributions were specified to be made to the five personal asset trusts at the death of the Surviving Founder.

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

That event occurred on November 11, 2011.

- (a) **What clause in what trust instrument allows the trustees to ignore the dispositive provisions of Article X (compelling establishment of personal asset trusts) and to continue acting as trustees for the Survivor's and Decedent's trusts well beyond the period of time necessary to settle those trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Further, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

- (b) **Did the trustees ever have any intention of funding individual asset trusts? If yes, when, for whom, in what proportions, and based upon what criteria?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (c) Did the trustees ever intend to render full, true, and complete accounts? If yes, why have proper accounts not been rendered?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons. Additionally, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (d) Which of the ten purposes for establishing personal asset trusts, expressed in the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", were considered in the decision not to express and fund personal asset trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The document speaks for itself relative to the Trustor's intent. This notwithstanding, the Personal Asset Trusts have not been established as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and

when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

Interrogatory No. 3 (Really, Interrogatories 9-10)

You communicated with Frost Bank by email on January 24, 2012 "about the management of the trust accounts for my brother Carl and my sister Candy". Your email states "A copy of the trust is attached". The only attachment was the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement".

- (a) **Is it your opinion that the 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" constitutes the complete trust agreement from which the personal asset trusts are to be created?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is confusing, misleading and capable of causing jury confusion. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

- (b) **What was the reason why Frost Bank declined the management of the trust accounts for Carl and Candy?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is vague, confusing, misleading and capable of causing jury confusion. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My understanding is that Frost Bank declined as a result of real property being located outside the State of Texas. Whether there were other or different reasons, I cannot say.

Interrogatory No.4 (Really, Interrogatories 11-15)

In 2011, you, Ann, and Jack each received distributions in the form of Exxon and Chevron securities.

- (a) **Were you involved in the decision to distribute those assets? If yes, what trust distribution standard was utilized and what facts were considered in relation to those standards as that criteria relates to each of the five Brunsting beneficiaries?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Exxon and Chevron securities were received while my mother was still alive. They were presented as gifts. I was not involved in mother's decision.

(b) Were you aware that those distributions were not equal?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Yes, I was aware that the gift I received was not the same amount as the gifts received by Ann and Jack. However, to my knowledge, the amounts received by Ann and Jack were equal in amount to similar gifts received by mother's other grandchildren

(c) Were you aware that Carl received no stock or other assets of any kind at that time?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe this is a true statement. I believe, at or around this time, Carl was receiving monies from mother directly and/or via mother's payment of bills, invoices or other expenses.

(d) Were you involved in the decision making process in labeling those distributions as gifts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe that any monies, securities, etc. given out by mother while she was alive were distributions; but, no, I was not involved in any "decision" of this sort.

(e) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article III Qualified Beneficiary Designation? If yes; what was the specific property, to who

was the specific property directed to be distributed, when, in what proportions and according to what criteria?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I was not a co-trustee until after mother died in November 2011, so I was not involved in anything that occurred up until that time, and Candace's lawsuit began approximately 3 months later. As to specific trust property and its distribution, the documents speak for themselves.

Interrogatory No. 5 (Really, Interrogatories 16-26)

As co-trustee, regarding the exercise of "Sole and Absolute Discretion" in recent opposition to a distribution to Candace Curtis:

(a) What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(b) What is the trustee's process for making discretionary distribution decisions?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or

obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (c) **What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (d) **Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, identify the controlling provisions and the instrument(s) that contain those provisions.**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(e) Does the trustee work with distribution advisors? If so, who and when? If not, why not?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(f) What types of distributions would the trustees like a beneficiary to receive?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(g) For what purposes can the beneficiary request a distribution from the trust?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(h) When would the trustees like distributions to be made and in what priority?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(i) What circumstances should or should not exist prior to a distribution from "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(j) Who should be involved in the decision making process?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

Respondent invokes all rights and remedies associated with instances of offensive discovery abuse, including without limitation, a request for a protective order. This request is occasioned, in part, by Candace Louise Curtis' abuse of the Texas Rules of Civil Procedure and her violation of "discrete sub-part" standards and restrictions. Candace Louise Curtis has issued more interrogatories than she is permitted to issue under the Rules. Until her interrogatories are re-drafted to remedy the violation, or pending further instructions from the Court, additional objections to the remaining interrogatories are reserved, as are additional factual answers.

(l) What facts were relied upon in your determination to oppose distributions to Candace?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 6 (Really, Interrogatories 27-29)

On March 8, 2011, Anita sent an email to you, Candy, and Carole in which she said:

"I spoke w/ mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care."

(a) Did you meet with Candace Freed to discuss any trust business prior to the death of Nelva Brunsting? If yes, provide the dates and explain the purposes for each of those meetings.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) How much were you involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) How much was Carole involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No.7 (Really, Interrogatories 30-31)

Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in discussions involving the creation or signing of the August 25, 2010 trust amendment instrument(s)? If yes, explain the circumstances leading up to the creation of the instrument.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 8 (Really, Interrogatories 32-33)

Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the December 21, 2010 instruments.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 9 (Really, Interrogatories 34-37)

Pursuant to the Provisions of the 2005 Restatement, Administration of the Decedent's trust in Article IX:

(a) Did Nelva have the authority to remove the trustees of the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Did the exercise of the Qualified Beneficiary Designation and Testamentary Power of Appointment, dated 8/25/2010, appoint specific property to any specified beneficiary or beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Did the Limited Testamentary Power of Appointment, dated 8/25/2010, direct distributions of principal of the Decedent's Trust in a manner that discharged the surviving Founder's legal obligations to any beneficiary of the Decedent's Trust? If yes, please explain with a specificity as it affects each of the five Brunsting heirs/beneficiaries.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) If Nelva discharged her legal obligations to a beneficiary of the Decedent's Trust, what beneficiary(s) and to what extent did Nelva discharge her legal obligations to those beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 10 (Really, Interrogatories 38-41)

Please refer to George Vie's July 15, 2013 letter to the Special Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, also including the \$100,000.00 distribution Anita received in 2005 to pay off her house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's

daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses."

Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Anita and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

- (a) **Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of intended influence addressed to the Special Master.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules. If none say none.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

In general the July 15, 2013 letter to the Master attempts to provide explanation for the accelerated dissipation of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity.

- (c) **Were you involved in the decision making process for any of those distributions? If yes, explain.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 11 (Really, Interrogatories 42-56)

Regarding the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement"

- (a) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) What changes to the administrative provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(g) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(h) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(i) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(j) What changes to the administrative provisions of the Survivor's Trust (Article VIII) were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(k) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(l) Has the Brunsting Family Trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(m) **Has the Elmer H. Brunsting Irrevocable Decedent's trust ever been amended or revoked by a court of competent jurisdiction?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(n) **Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article VIII Limited Testamentary Power of Appointment? If yes, what was the specific property; to who was the specific property directed to be distributed; when, in what proportions; and, according to what criteria?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(o) **What specific trust property was directed to be distributed by the 8/25/2010 exercise of the Article IX limited testamentary power? According to what standard was it to be distributed, when, how and to whom was it to be distributed?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 12 (Really, Interrogatories 57-65)

With respect to the August 25, 2010 QBD "Section B. Trustor's Intent in Establishing Personal Asset Trusts,"

Intention 1. To protect and conserve trust principal

EE Bonds have long been known to exist, yet have never been included in the list of assets of the trust, or accounted for by the trustees. This was brought to your attention at the hearing in connection with the Report of Master in July 2013. Anita received a letter from the Treasury dated December 4, 2014, referring to "your recent transaction and/or inquiry", which says the search "identified the unredeemed bonds described on the enclosed list". It goes on to state "The Department of the Treasury requires the properly completed forms be submitted in order to process the claims." A check with the Treasury Department gave a total value of the bonds as approximately \$6,452.64. A statement at the end of the Bond List received as an attachment to the correspondence says: **"*If there are any bonds marked with an asterisk, they are within one month of their final maturity and may not be reissued or replaced."** All bonds on the list are marked with an asterisk.

(a) **Why was your inquiry made more than one year after you were noticed of the existence of those EE Bonds?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What claim(s), if any, were requested to be processed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Were the properly completed forms subsequently submitted? If no, why not? If yes, what were the results and why have the transaction records not been disclosed to Plaintiff(s)?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary

The Decedent's Trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year.

(a) Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you obtained or been given regarding income taxes paid by the trusts, if any?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

(a) In what way have you respected this intention?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Answer:

Intention 5 To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

(a) In what way have you considered the needs and resources of beneficiary Candace Curtis in your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What facts did you rely upon in evaluating the needs and personal resources of beneficiary Candace Curtis in your distribution considerations?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

(a) What inquiry did you make in effort to determine the existence of business ventures or start-ups that beneficiary Candace Curtis may be involved in as a part of your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) In your determination not to fund individual asset trusts what facts were considered in relation to any of the remaining expressed intentions for such actions?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 13 (Really, Interrogatories 66-69)

The Bates stamped documents included in Plaintiffs document production P6-P155, "My Trustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

(a) Which of the eight "Do's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Which of the eight "Do's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Which of the nine "Do Not's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) Which of the nine "Do Not's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 14 (Really, Interrogatories 70-75)

In establishing Personal Asset Trusts for the beneficiaries

(a) Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What dispositive and administrative provisions flow to the personal asset trusts from the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What dispositive and administrative provisions flow to the personal asset trusts from the Survivor's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) When the dispositive provisions of the Decedent's Trust and those of the amended Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(e) When the administrative provisions of the Decedent's Trust and those of the Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(f) Describe the steps you have taken to honor the provisions of Article X, Section B (l)(a)(i) of the Brunsting Family Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 15 (Really, Interrogatories 76-77)

Accounts and Accounting

(a) How can you create personal asset trusts and fulfill the purposes of the trust without a full, true, and complete statutory accounting?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) When and how did the acting trustees inform the beneficiaries regarding their beneficial interests?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

OBJECTIONS AND RESPONSES

Request for Production No. 1

Schedule F - Purports to be a partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from checking transactions. Please provide any bank statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 2

Please provide any Edward Jones statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 3

Please provide a true and correct copy of the "Appointment of Successor Trustees" dated July 1, 2008 referenced in such instruments as the Certificates of Trust bearing Bates Stamps P6783, V&F 000004; P6784, V&F 000005 and P6785, V &F 000006.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 4

Please provide a true and correct copy of the "Agreement" signed by Nelva Brunsting establishing the rate of trustee compensation claimed in the April 2012 spreadsheets and July 2013 Master's report. Please also include a copy of any letters of notice of change in trustee compensation, along with proofs of certified mailing to beneficiaries, as required by the Texas property statutes.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 5

Please provide any and all parole evidence indicating Nelva's knowledge of and direct participation in discussions related to "changes to the trust" specifically in regard to the instruments dated August 25, 2010, and those dated December 21, 2010.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request. Further, it seeks information, which – if it exists – is in the hands of third parties over whom Respondent has no control.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 6

Please provide copies of all supporting documentation upon which 2014 taxes were calculated and paid in regard to any Brunsting related trust(s).

Response:

Materials responsive to this Request have previously been provided by Anita Brunsting directly and/or through counsel. Additional responsive materials are in the process of being accumulated and will likewise be provided by Anita Brunsting directly and/or through counsel.

VERIFICATION

STATE OF TEXAS

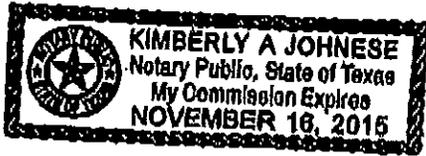
COUNTY OF Comal

Before me, the undersigned notary, on this day personally appeared AMY RUTH BRUNSTING, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

My name is Amy Ruth Brunsting, and I am over 18 years of age, of sound mind and capable of making this verification. I have read answers to the interrogatories issued to me by Candace Louise Curtis. Unless otherwise noted in the content of the answers, the facts stated are within my personal knowledge and are true and correct.

Amy Brunsting
Printed Name: Amy Brunsting
Date: 6-19-15

Sworn to and subscribed before me by Amy Brunsting on the 19 day of June, 2015.



Kimberly A. Johnese
Notary Public in and for the State of Texas

Exhibit 23

Anita's June 4, 2015 answers to interrogatories

NO. 412,249-401

| | | |
|---------------------|---|----------------------|
| ESTATE OF | § | IN PROBATE COURT |
| | § | |
| NELVA E. BRUNSTING, | § | NUMBER FOUR (4) OF |
| | § | |
| DECEASED | § | HARRIS COUNTY, TEXAS |

| | |
|-----------------------------|---|
| CARL HENRY BRUNSTING, et al | § |
| | § |
| v. | § |
| | § |
| ANITA KAY BRUNSTING, et al | § |

**Anita Kay Brunsting ’s Response to
Candace Louise Curtis’
First Written Interrogatories**

Anita Kay Brunsting serves her response to Candace Louise Curtis’ first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
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Houston, Texas 77079
Tel: 281-759-3213
Fax: 281-759-3214
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brad@mendellawfirm.com

Counsel for Anita Kay Brunsting
In Capacities at Issue

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224; F: 713-522-2218

Attorney for Drina Brunsting,
Alleged Attorney in Fact for
Carl Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
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O: 713-752-8640; F: 713-425-7945

Attorney for Carole Ann Brunsting

Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
O: 281-870-1124; F: 281-870-1647

Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston

Bradley E. Featherston

Response to Written Interrogatories¹

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

¹ Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary’s standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva’s death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant’s appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva’s death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva’s death. The trustees and

their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary’s need for a distribution?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

18. Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

RESPONSE: After Nelva’s death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. Candace then brought litigation.

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?²

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?³

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. Defendant did not see a record of the bonds being in the name of the trusts. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.

24. What claim(s), if any, were you asking to be processed?

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

² This is a question about a March 8, 2011 email from Anita.

³ This is a question about a March 8, 2011 email from Anita.

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary,

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine “Do Not’s” have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine “Do Not’s” have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of \$2,291,300, or \$45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

“Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses.” Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim “Defendants are individuals, not financial professionals.” It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states “We’re contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information.” It goes on to ask you to “Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter.” This information contains the following:

Net Worth (must exclude value of primary residence): \$1,700,000

Annual Income: \$64,000

Prior Investment Experience: (4) Extensive Experience

Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary "Under penalties of perjury".

(a) Line 15a IRA distributions = \$58,792 / 15b Taxable amount = \$58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as "beneficiaries in equal shares". A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of \$54,000.

i. Were you aware of Mother's beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as \$118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursements included in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer's knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer's Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

withhold social security and Medicare from the caregivers paychecks? If no, why not? Did you pay 13.3% of gross wages on behalf of the caregivers to the IRS? If no, why not? Did you issue a W-2 to each caregiver? If no, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) Did you seek the advice of a professional in connection with employing caregivers and related employment taxes? Did you seek the advice of a professional regarding what medical and dental expenses are deductible? If so, who did you consult with and what did they tell you?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

11. Numerous distributions have been made and some requests for distribution have been declined or opposed by you based upon your exercise of discretion.

(a) To what extent, if any, did Amy participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) To what extent, if any, did Carole participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) To what extent, if any, did Candace participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) To what extent, if any, did Carl participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) To what extent, if any, did Candace Freed participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

* * * * *

Exhibit 24

Candace email statutory demand for accounting

MIME-Version: 1.0

Content-Type: multipart/mixed; boundary="-----_Part_483675_1625879494.1443134736376"

On Monday, June 15, 2015 3:40 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Anita and Amy have a fiduciary **obligation** to provide **ALL** of the beneficiaries with the same information regarding trust income and expenses, on a regular basis. **IT IS THEIR DUTY TO ACCOUNT**, and to keep us advised of our beneficial interests, yet they have failed to properly do so for more than 4 and a half years.

Judge Butts' September 4, 2014 order states that the trustees:

"- provide all parties with notice of their intent to pay all federal income taxes... within five business days of the receipt of the amount of taxes due along with all documentation received from the accountant of the amount of such taxes and provide all parties with copies of all tax returns to be filed... and all invoices from the accountant related to the preparation of federal and state income tax returns...; and provide all parties with copies of the checks paid within five business days of the date of payment and a copy of all executed documents filed with the checks;"

Your flagrant disrespect of the federal injunction, calling it questionable, and Anita's willful violation of the injunction is contemptible, to say the least.

None of the criteria of Judge Butts' order has been met.

Please provide the backup for the 2014 Decedent's Trust Form 1041. Line 14 - Attorney, accountant, and return preparer fees, in the amount of \$16,831, needs to be supported in more detail, as does the capital gain on line 4.

Please send copies of all bank and brokerage statements for 2014. It is possible these were forwarded earlier to prior counsel, but I don't have them.

The payment to Kroese & Kroese P.C. for the "farm lease" (BRUNSTING005519) was unauthorized and a violation of the injunction.

Amy and Anita's failure to negotiate the EE Bonds before they reached the point where they "may not be reissued or replaced" cannot be excused. The assertion that they did not know about them, when they themselves disclosed their existence in their April 9, 2013 CD, simply won't cut it. On August 13, 2013, in response to their objection to the Report of Master, at item 4, I identify the missing EE Bonds as known assets of the trust that the trustees did not account for. On September 3, 2013, at a hearing on the Report of Master, during Mr. West's testimony, he mentioned his curiosity as to the whereabouts of said bonds. A check with the Treasury Department website revealed how easy it is to have the bonds replaced or reissued when they have been lost, or stolen (as the case may be). One need only submit the documentation as listed on the attached letter I received from the Treasury Department, dated October 8, 2014. I do not possess this documentation, the trustees are supposed to have these instruments.

This failure equates to approximately \$6,500.00 in lost value of the trust assets. Whether it is irresponsible, reckless, careless, negligent, or intentional, is inconsequential in the face of the blatant refusal of the trustees to properly protect and account for these assets. It is not even a little amusing that three years after Anita allegedly became trustee, that she should claim

17-20360.1374

ignorance as to the trusts' ownership interest in those bonds or that after more than 2 years of attempting to get them to account for the bonds it is apparently the plaintiff's fault for not consenting to the trustees' cashing of bonds not even in their possession.

This electronic communication shall stand as a demand for a full, true, and complete accounting, certified as such, in conformance with the Texas Property Code and the common law.

It is also my final informal demand for the fiduciary disclosure, which the trustees full well know is the property of all five beneficiaries, and I do not have to pay them anything to meet their fiduciary obligations. Let's start with the July 1, 2008 appointment that you assert has already been disclosed.

Candace L. Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

Attachments:

10082014 EE Bond Treasury Response Letter to candy.pdf

4.4 MB

Exhibit 25

Defendants 1st Amended Disc Responses

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

To: Bobbie G. Bayless Fax: (713) 522-2218
Phone: _____
From: Cory S. Reed Phone: (713) 403-8213
Date: March 4, 2014 Time: _____
File No: 00520.415 User ID: REEDC
Re: Cause No. 2013-05455; Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al; In the 164th Judicial District Court of Harris County, Texas

There are 28 pages being sent, including this page.

If you are having difficulty receiving this document, please call:

Rosie Gonzalez at (713) 403-8396

Urgent For Review Please Comment Please Reply

Message: Please see attached.

Confidentiality Notice: This message is intended only for the use of the individual or entity to whom it is addressed and may contain information that is confidential and protected from disclosure by law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any distribution or copying is prohibited. If you received this communication in error, please notify us immediately by telephone (collect), and return the original to us at the address below via U.S. Postal Service.

THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

Cory S. Reed
Direct Dial: (713) 403-8213
creed@thompsoncoe.com

Austin
Dallas
Houston
Los Angeles
Northern California
Saint Paul

March 4, 2014

VIA FACSIMILE

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098

Re: No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In
the 164th Judicial District Court of Harris County, Texas.

Dear Ms. Bayless:

Enclosed, please find the following:

1. Defendants' First Amended Objections and Responses to Plaintiff's First Request for Production; and
2. Defendant Candace L. Kunz' First Amended Objections and Answers to Plaintiff's First Set of Interrogatories.

Sincerely,

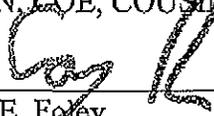


Cory S. Reed

/rg
Enclosures

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: 

Zandra E. Foley
State Bar No. 24032085
Cory S. Reed
State Bar No. 24076640
One Riverway, Suite 1600
Houston, Texas 77056
Telephone: (713) 403-8200
Telecopy: (713) 403-8299
E-Mail: zfoley@thompsoncoe.com
E-Mail: creed@thomspsoncoe.com

**ATTORNEYS FOR DEFENDANTS,
CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098



Cory S. Reed

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All agreements with Elmer Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 2: All agreements with Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 3: All agreements with Anita Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 4: All agreements with Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 5: All agreements with Carole Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants object to

this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 6: All joint defense agreements with any party concerning the Brunsting Trust dispute.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 7: All invoices for services provided or expenses incurred on behalf of Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 8: All documents reflecting payments made on the invoices described in number 7 above.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 9: All invoices for services provided or expenses incurred on behalf of Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time.

Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 10: All documents reflecting payments made on the invoices described in number 9 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 11: All invoices for services provided or expenses incurred on behalf of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 12: All documents reflecting payments made on the invoices described in number 11 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 13: All correspondence, including emails, with Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 14: All correspondence, including emails, with Anita Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 15: All correspondence, including emails, with Amy Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 16: All correspondence, including emails, with Carole Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 17: All correspondence, including emails, with Carl and/or Drina Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 18: All correspondence, including emails, with Carl Brunsting's daughter, Marta.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 19: All correspondence, including emails, with any third parties, other than your attorney, about Nelva Brunsting, any other member of the Brunsting family, and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 20: All drafts of documents prepared by Vacek & Freed for Nelva Brunsting's signature.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 21: Originals of all documents signed by Nelva, Elmer, Anita, Amy, Candy, Carole, or Carl Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 22: Originals of all documents notarized by Candace Freed involving Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 23: Originals of all documents notarized or witnessed by anyone at Vacek & Freed, PLLC other than Candace Freed which involve Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 24: All opinion letters or reports provided concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 25: All opinion letters or reports sought or received from any third parties concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 26: All joint representation or conflict of interest disclosures provided to Elmer, Nelva, Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 27: All documents establishing your attorney/client relationship with Elmer and/or Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 28: All documents terminating your attorney/client relationship with Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 29: All documents establishing your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 30: All documents terminating your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 31: All documents terminating your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 32: All documents establishing your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 33: All documents relating to any referrals of Anita and/or Amy, either individually or as trustees of any of the Brunsting Trusts, to other attorneys.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 34: All cell phone and/or long distance records and logs reflecting telephone calls with Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 35: All long distance records and logs reflecting faxes to Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 36: All logs reflecting faxes from Anita, Amy and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 37: All cell phone records reflecting calls with Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 38: All records reflecting 'faxes to or from Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 39: All cell phone records reflecting calls with Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 40: All records reflecting faxes to or from Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 41: All cell phone records reflecting calls with Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 42: All records reflecting faxes to or from Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 43: All investigators' reports relating to the Brunsting family and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 44: All tape recordings and/or video recordings involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 45: All photographs involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 46: All materials provided to Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it documents that are equally available to Plaintiff.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants could not possibly recall every material ever provided to Elmer and/or Nelva

Brunsting. Please see the responsive documents previously produced which Defendants specifically recall providing to them.

REQUEST FOR PRODUCTION NO. 47: All communications to beneficiaries of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 48: All calendars reflecting legal work and/or meetings or telephone conferences with any member of the Brunsting family or with any third parties concerning Brunsting family issues and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 49: All source documents used to prepare any accountings relating to assets owned by Elmer Brunsting, Nelva Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 50: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees which were attended by Elmer or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants do not recall which presentations were attended by Elmer and/or Nelva Brunsting.

REQUEST FOR PRODUCTION NO. 51: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees since January 1, 2008.

RESPONSE: Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, does not state with reasonable particularity what is being called for, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants will supplement related speeches, outlines and/or materials distributed at presentations in accordance with the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 52: All pleadings from any cases in which you have been named as a party since January 1, 2008, other than those relating to the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants also object to this request because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent it seeks public information that is equally available to Plaintiff.

REQUEST FOR PRODUCTION NO. 53: All expert designations identifying attorneys at Vacek & Freed as experts in any cases since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 54: All opinions or expert reports concerning fiduciary or trust issues prepared by any attorney with Vacek & Freed since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 55: All designations of experts, reports prepared by experts, and depositions of experts in cases in which you have been named as a party since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 56: All exhibits you plan to offer in the trial of this case.

RESPONSE: Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories of Defendants' counsel, and thereby invades the work product privilege.

Subject to the foregoing objection and without waiving the same, Defendants respond as follows: Defendants will timely supplement such documents in accordance with the Texas Rules of Civil Procedure, if necessary.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: 

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**ATTORNEYS FOR DEFENDANTS,
CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098


Cory S. Reed

INTERROGATORIES

INTERROGATORY NO. 1: Provide any cell phone numbers you have had since July 1, 2010 and identify the company providing cell phone service for each such number.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 my cell phone number has been (281) 217-0013.

INTERROGATORY NO. 2: Identify the company providing your long distance service both at work and at home since July 1, 2010.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 the provider of my long distance service at home has been AT&T and at the office has been Cbeyond, Inc.

INTERROGATORY NO. 3: Provide all email addresses you have had since July 1, 2010 and identify the internet service provider for all such addresses.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 I have used Candace@vacek.com and freedcandace@sbcglobal.net.

INTERROGATORY NO. 4: If you contend Nelva Brunsting had capacity at each time after July 1, 2010 when she signed documents prepared by Vacek & Freed, state all actions you took to insure her capacity.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal its evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Nelva Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested.

INTERROGATORY NO. 5: If you contend Nelva Brunsting lost capacity at some point after July 1, 2010, state when that occurred, how it was determined she lacked capacity, what documents it prevented her from signing, and all facts indicating her lack of capacity at that point.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: At no time before or after July 1, 2010 have I ever stated that Ms. Brunsting lost capacity.

INTERROGATORY NO. 6: Please indicate all steps taken to ensure that Nelva Brunsting was not unduly influenced by other parties in connection with documents prepared by Vacek & Freed after Elmer Brunsting's death.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. I do not think/believe Ms. Brunsting was influenced by other parties, because at no time were any material changes made in the disposition of her estate plan with respect to the beneficiaries.

INTERROGATORY NO. 7: Describe all steps taken after July 1, 2010 to ensure that the beneficiaries of the Brunsting Trusts were treated impartially.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets among the joint descendants of Elmer and Nelva. These power of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice is required to be given if she had exercised these limited and general powers of appointment. Notwithstanding, at one point in time, Ms. Brunsting requested that I draft documents removing one of her grandchildren as a remainder beneficiary. After further discussion, Ms. Brunsting decided not to sign the power of appointment.

INTERROGATORY NO. 8: Describe all steps taken to ensure that the beneficiaries of the Brunsting Trusts were properly informed concerning the terms and activities of the Brunsting Trusts after Elmer Brunsting died.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets. These powers of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice was required to be given if she had exercised these powers of appointment. Ms. Brunsting was the primary beneficiary of both the Decedent's Trust and the Survivor's Trust until her passing. Upon her death, I provided the Successor Trustees with a document titled "I'm a Trustee Now What." This document provided the Successor Trustees with information related to their fiduciary duties as an acting trustee and accounting requirements. It would be the Successor Trustee(s) responsibility to keep the beneficiaries informed of the terms and activities of the Trust according to the terms of the Trust.

INTERROGATORY NO. 9: Describe all steps taken to ensure that Nelva Brunsting's interests were protected both before and after she resigned as trustee.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. Specifically, I explained to Ms. Brunsting the effect of the resignation and that the resignation was revocable and could be reversed if she later desired. Also, as a matter of course, trustees are advised of their fiduciary duty to the beneficar(ies) and their duty to account for trust assets. Trustees are advised to be familiar with and defer to the trust documents.

INTERROGATORY NO. 10: Describe all steps taken to ensure that the assets of the Brunsting Trusts were preserved after July 1, 2010.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to preserve the Trust assets. It is one of the duties of the Trusee(s) to preserve the assets of the trust.

INTERROGATORY NO. 11: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Elmer Brunsting's death and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. In this case, Ms. Brunsting did retain our firm to advise on the administration of the Trust and to implement the tax planning, including the funding of a credit shelter trust. In fact, I met with Ms. Brunsting a minimum of three times to discuss the value and existence of assets. Date of death values are/were obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements provided by Ms. Brunsting herself. These values are/were used to determine proper allocation among trusts and then are divided according to the terms of the trust agreement, State law and Trustee discretion. In this case, asset information was obtained from the following persons or companies:

Rich Ridders
Bennie K. Jans, Broker at Jans Real Estate
Darlene at Edward Jones
Nelva Brunsting
Harris County Appraisal District
Anita Brunsting
Kelley Blue Book
John Hancock: Donna Vickers
Securian: Erin Nuccum
BNY Mellon
Computershare
Metlife: Clare Cook, Douglas Uhling
Ohio State Life Insurance Co
ChaseMellon Shareholder Services
Bank of America
BlueBonnnett Credit Union

INTERROGATORY NO. 12: Describe all steps taken to determine the nature and values of the assets owned by the Brunsting Trusts at the time of Nelva Brunsting's resignation as trustee and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to determine the nature and value of the assets owned by the Trusts at the time of Ms. Brunsting's resignation as trustee, and I was requested or engaged to do so. One of the duties of the Successor Trustee would have been to determine the Trusts assets.

INTERROGATORY NO. 13: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting's estate, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Nelva Brunsting's death, and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. Date of death values are obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements. These values are used to determine proper allocation among trusts and then are to be divided according to the terms of the trust agreement. In this case, asset information was obtained from the following persons or companies:

Anita Brunsting
Amy Brunsting
Carol Brunsting
Candace Curtis
Bank of America Statements
Houston Association of Realtors
Harris County Appraisal District
BNY Mellon
Bluebonnett Credit union
Internal Revenue Services
Lincoln Financial Group
Edward Jones
Doug Williams
Kally Mouw, Certified Appraiser

INTERROGATORY NO. 14: Specify the dates and locations of all meetings any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify all parties attending such meetings.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I met with Ms. Brunsting in her residence on December 21, 2010. At this time I cannot recall everyone present, but believe remember Anita Brunsting, Amy Brunsting, and Carole Brunsting, along with a caregiver to have been present.

INTERROGATORY NO. 15: Specify the date of every telephone conference any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Ms. Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 7, 2010 (pm) – Candace Kunz-Freed and Nelva Brunsting.

October 11, 2010 – Summer Peoples and Nelva Brunsting.

October 11, 2010 – Candace Kunz-Freed, Susan Vacek, and Nelva Brunsting.

October 14, 2010 – Summer Peoples and Nelva Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 16: Specify the date of every telephone conference any representative of Vacek & Freed had with Anita Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Anita Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

July 20, 2010 – Candace Kunz-Freed and Anita Brunsting.

October 6, 2010 – Candace Kuntz-Freed and Anita Brunsting.

October 11, 2010 – Summer Peoples and Anita Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 17: Specify the date of every telephone conference any representative of Vacek & Freed had with Amy Brunsting after July 1, 2010 and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned..

INTERROGATORY NO. 18: Specify the date of every telephone conference any representative of Vacek & Freed had with Carole Brunsting after July 1, 2010 until the present and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 13, 2010 – Candace Kuntz-Freed and Carol Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

Subject: Hearing Date Request

From: Candace Curtis (occurtis@sbcglobal.net)

To: clarinda.comstock@prob.hctx.net;

Date: Tuesday, February 9, 2016 6:26 PM

Dear Judge Comstock:

The motion I filed today asks that Judge Butts order the transfer of the related District Court case to Probate Court #4. Hearing on the transfer motion should not be necessary. However, at this time I would respectfully request a hearing date for the following dispositive motions and any other dispositive motions the Court deems appropriate to resolve at the hearing:

1. Plaintiff Curtis' Answer with Motion and Demand to Produce Evidence (PBT-2015-227757)
2. Plaintiff Curtis' Verified Motion for Partial Summary Judgment and Petitions for Declaratory Judgment (PBT-2016-26242)

Respectfully submitted,

Candace L. Curtis
Plaintiff pro se
Beneficiary of the Brunsting family of trusts
Heir to Nelva E. Brunsting
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

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REPORTER'S RECORD

VOLUME 1 OF 1

COURT CAUSE NO. 412.249-401

APPELLATE NO. _____

THE ESTATE OF:) IN THE PROBATE COURT
NELVA E. BRUNSTING,) NUMBER 4 (FOUR) OF
DECEASED) HARRIS COUNTY, TEXAS

* * * * *

MOTION TO TRANSFER

STATUS CONFERENCE

MOTION FOR CONTINUANCE

* * * * *

On the 9th day of March, 2016, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable Clarinda Comstock Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1
(MOTION TO TRANSFER/STATUS CONFERENCE/
MOTION FOR CONTINUANCE)

| March 9, 2016 | Page | Vol. |
|-----------------------------------|------------|------|
| PROCEEDINGS..... | 4 | 1 |
| MOTION TO TRANSFER: | | |
| ARGUMENT BY MS. CURTIS..... | 6 | 1 |
| ARGUMENT BY MS. BAYLESS..... | 17 | 1 |
| MOTION FOR CONTINUANCE: | | |
| ARGUMENT BY MR. REED..... | 8 | 1 |
| STATUS CONFERENCE: | | |
| ARGUMENT BY MR. MENDEL..... | 11, 22, 37 | 1 |
| ARGUMENT BY MR. SPIELMAN..... | 12, 32 | 1 |
| ARGUMENT BY MS. BRUNSTING..... | 27 | 1 |
| ARGUMENT BY MS. BAYLESS..... | 33 | 1 |
| ARGUMENT BY MS. CURTIS..... | 34 | 1 |
| COURT'S RULING..... | 38 | 1 |
| COURT REPORTER'S CERTIFICATE..... | 54 | 1 |

1 March 9, 2016

2 PROCEEDINGS

3 THE COURT: Okay. So, calling Cause
4 Number 412.249 in the 409, Nelva E. Brunsting, Deceased.

5 We have several matters to address in this
6 file today.

7 We were asked to consider a motion to
8 transfer consolidate -- motion to transfer cause in
9 district court to Probate Court 4 which is what was
10 originally set in this case. I now have a motion for
11 continuance in that matter or for continuance of that
12 motion.

13 Zandra Foley, the attorney representing
14 Candace Kunz-Freed and Vacek & Freed; is anyone here
15 from that firm today?

16 MR. REED: I am, Your Honor. Cory Reed
17 for Thompson, Coe.

18 THE COURT: Thank you. I'm sorry, tell me
19 your name again.

20 MR. REED: Cory Reed.

21 THE COURT: How do you spell your last
22 name?

23 MR. REED: Reed, R-E-E-D.

24 THE COURT: Say it again.

25 MR. REED: R-E-E-D.

1 THE COURT: Thank you. You speak very
2 quickly.

3 Okay. Why don't we start with
4 announcements. We've heard from Mr. Reed, could we
5 start with you, Mr. Spielman.

6 MR. SPIELMAN: Yes, Judge. Neal Spielman
7 representing Amy Brunsting.

8 MR. MENDEL: Steve Mendel representing
9 Anita Brunsting.

10 MS. BRUNSTING: And I'm Carole Brunsting,
11 and I'm now pro se. Darlene Payne Smith was my attorney
12 but now I'm pro se.

13 THE COURT: Thank you.

14 MR. LESTER: I'm Greg Lester. I was
15 temporary administrator and now I'm, I'm observer, I
16 guess, participant.

17 THE COURT: Thank you.

18 MS. CURTIS: Candace Curtis, pro se.

19 MS. BAYLESS: Bobbie Bayless on behalf of
20 Drina Brunsting as Attorney In Fact for Carl Brunsting.

21 THE COURT: Thank you.

22 Is anyone here inclined to stand up and
23 begin this proceeding or should I?
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MOTION TO TRANSFER

ARGUMENT BY MS. CURTIS:

MS. CURTIS: Okay. So, I guess the first thing that we're talking about is my motion to transfer the district court case into Probate Court Number 4.

And there's been a response with an objection saying that they are not the same questions in both courts; and so basically, all equitable claims related to the estates of our parents belong in this court. All equitable remedy belongs before this Court.

The causes of action in Curtis v. Brunsting are equitable. They are not legal causes of action. In other words, they do not sound in tort or contract actions in law. That distinction must be maintained --

THE COURT: Ms. -- I don't mean to -- I'm sorry. I feel a little pressured for time because I'm running so far behind today --

MS. CURTIS: This is real short.

THE COURT: Okay.

MS. CURTIS: So, Ms. Foley refers to the district court action as a legal malpractice action, but legal malpractice shows up in the district court case as many times as to actual theories pending in the district court case, appear in her objection. She refers to the

1 district court case as a legal malpractice action 42
2 times in her response. But the complaint in the
3 district court never mentions "malpractice." So, the
4 causes of action are the same in the district court as
5 they are here with the exception of the Deceptive Trade
6 Act. And there is a negligence, and those causes appear
7 zero times in Ms. Foley's objection.

8 So, I just -- I don't think that there is
9 representation in the district court for any of the
10 matters in this court. And so, they need to come over
11 here so that we can discuss all of the things that are
12 the same in both cases and decide the facts. And they
13 want to go back and deal with malpractice in the
14 district court - that's fine.

15 THE COURT: Okay. Would you like to
16 respond?

17 MR. REED: I'll let you finish and see if
18 I still need to say anything.

19 THE COURT: I'm disinclined because the
20 motion for continuance was filed. I'm, I guess, I'm
21 disinclined to make a ruling on that motion today; but I
22 have to say that it seems to me like all of these --
23 like you're correct - that these matters would best be
24 handled in the probate court.

25 I'm hesitant because it seems to me that

1 if everyone were in one venue, that it would be easier
2 to come to some sort of resolution in this case. And I
3 think that this case is begging for some kind of
4 resolution, perhaps, outside of a ruling by one of the
5 courts that's involved.

6 Having said that, I didn't want to waste
7 your time, Ms. Curtis; I know that you've come from
8 California, and I wanted to give you all the opportunity
9 you needed to voice your concerns on that issue, and I
10 want to go forward with the status conference today and
11 get as much accomplished as we can.

12 I'm happy to hear the motion for
13 continuance. I'm happy to continue the motion to
14 transfer until a later date so that we could hear from
15 your firm. I don't know whether you or Ms. Foley is the
16 more appropriate person to respond to that motion. I
17 was hopeful that we might be able to get a response from
18 you today about the substance; are you still wanting to
19 continue that?

20 MOTION FOR CONTINUANCE

21 ARGUMENT BY MR. REED:

22 MR. REED: Yes, Your Honor, our client
23 would prefer Ms. Foley to argue it so we would continue
24 our -- or seek to continue today's hearing. I mean, if
25 you have any specific questions -- I mean, one of your

1 concerns seems to be that it makes more sense to have
2 everyone here for resolution like it's not even adding
3 this -- the malpractice case is not going to help this
4 case get resolved at all. It is going to take a ruling
5 from the district court or this case to resolve this
6 matter.

7 Having monitored this case for the past
8 two years, it's going to take a ruling from the Court to
9 resolve the case. So, I just, you know, would implore
10 the Court not to bring over the malpractice case, let us
11 get a ruling in that court, be done with that case, and
12 you guys continue on with what's going on here.

13 THE COURT: Well I'm interested to hear
14 from you or from Ms. Foley about you think those issues
15 are better addressed in the district court than in the
16 probate court where, you know, so much -- such similar
17 issues are pending.

18 MR. REED: And I guess that's where we
19 disagree on the "similar issues are pending."

20 In our mind, the only thing that's at
21 issue is whether our -- the firm drafted the documents
22 as requested by Ms. Brunsting. So, all these issues,
23 whether she had capacity at the time, whether there was
24 conspiracies or what not, that has no bearing, really,
25 on the ultimate outcome of the malpractice case. The

1 only determination that would be made in our case is, is
2 whether the lawyers acted like a reasonable lawyer
3 should or would have done under similar circumstances.

4 THE COURT: Is that the meat of your
5 summary judgment over in the district court is whether
6 your client drafted the documents as requested?

7 MR. REED: The meat of our no-evidence
8 motion is you have no evidence of any of the claims that
9 have been brought against us. So and the point being
10 there, at the time Carl Brunsting was the executor, he
11 made, you know, a 30-page-plus of claims, took his
12 deposition, had no facts to support any of it. I don't
13 think anyone else in this room could step into that
14 chair and have facts that could support the conduct they
15 made in the malpractice case.

16 So, again, just bringing us over here is
17 just going to delay us, and it's definitely not going to
18 help resolve the malpractice claims.

19 THE COURT: Okay. Ms. Curtis?

20 MS. CURTIS: Can somebody explain to me
21 how the claims in district court are malpractice claims?
22 That's what I just can't see. They don't say,
23 "malpractice." The only thing that could possibly be
24 malpractice is maybe negligence, but never once is
25 "malpractice" stated in the claims. Never.

1 THE COURT: There are lots of ways of
2 drafting things, and I'm not familiar with the pleadings
3 over in the district court to that extent; so, I'm
4 not -- I'm really not the appropriate person to respond
5 to that for you. There are a lot of lawyers, although
6 they seem to be dropping, there are a lot of lawyers
7 still involved in this case who might be able to better
8 address that for you.

9 I would like to hear from everyone. Now
10 that Mr. Lester has provided his report to the Court, I
11 would like to hear from everyone about where you think
12 we stand and how you feel this case ought to progress.
13 Does somebody want to volunteer to go first?

14 STATUS CONFERENCE

15 ARGUMENT BY MR. MENDEL:

16 MR. MENDEL: We'd like you to order these
17 parties to mediation, designate who the mediator is,
18 give us a time frame to get it done. That was
19 recommended in a report, and I think that would be an
20 effective use of the parties' time.

21 THE COURT: Okay. Ms. Curtis, do you have
22 a response to that?

23 MS. CURTIS: We've been to mediation
24 already in this case. It was shortly after my case was
25 remanded to the probate court --

1 THE COURT: Who was the mediator on that?

2 MS. BAYLESS: Bill Miller.

3 THE COURT: Sorry?

4 MS. BAYLESS: Bill Miller.

5 MS. CURTIS: And nothing was resolved.

6 And I'm not going to go to mediation again because we've
7 already been there once. The only issue that really was
8 discussed were how the attorneys were going to get paid,
9 and that doesn't matter to me.

10 I want my summary judgment motions heard,
11 and if we can do that without bringing the district
12 court case over here, then we should go ahead and do it.
13 But that's my purpose for coming here today - is to get
14 the summary judgment motions set for hearing. And I'm
15 not going to go to mediation, again, because there is no
16 point.

17 MR. SPIELMAN: Judge -- were you going to
18 say something?

19 THE COURT: Please proceed.

20 STATUS CONFERENCE

21 ARGUMENT BY MR. SPIELMAN:

22 MR. SPIELMAN: We all, collectively, the
23 parties and their counsel at the time, we all agreed to
24 Mr. Lester taking the role that he was taking. And Ms.
25 Curtis, herself, I believe, on the record, spoke of

1 having done her due diligence into every person that was
2 suggested by any attorney that was in this room to serve
3 in Mr. Lester's role, and it was Ms. Curtis' opinion
4 that only Mr. Lester can serve in that role.

5 We all, as attorneys or as pro se parties,
6 agreed that what the function that was designated to Mr.
7 Lester was important, was necessary, and that we were
8 going to live by and abide by the report that he wrote.

9 The problem that I see right now, and one
10 of the reasons I suspect why Mr. Mendel suggested that
11 we go to mediation is in deference to and with respect
12 for what Mr. Lester said in his report and what he seems
13 to be trying to suggest to the parties as to what the
14 future of this lawsuit might hold.

15 I think that what we're seeing now is an
16 effort to backtrack from the direction that Mr. Lester
17 tried to set us on and some of the conclusions or
18 recommendations that he made as to what some of these
19 claims, particularly the ones that Ms. Curtis is
20 attempting to bring forward in summary judgment, are
21 going to actually look like.

22 I think the effort to backtrack from what
23 Mr. Lester was instructed to do/ordered to do and what
24 he did, in retrospect, you have to wonder what was the
25 point of even having done that if the parties, or a

1 party, is now going to try to back away from the impact
2 of what that was done?

3 One of the reasons we thought that
4 mediation, like Mr. Lester suggested that mediation
5 might work, is that the right mediator, he talked to --
6 talked about the idea of using a former judge - I think
7 we talked about that in the courtroom last time - that
8 the right mediator might help to explain, to educate, to
9 unentrench anybody - whether that be me, whether that
10 be Mr. Mendel, whether that be Ms. Bayless, whether that
11 be Ms. Brunsting, Ms. Curtis, whomever. I think Mr.
12 Lester saw the wisdom in mediation. I think we see the
13 wisdom in mediation. But the consternation or the
14 concern at this point, again, is this issue that Ms.
15 Curtis seems to be unwilling to appreciate, adapt,
16 recognize, embrace what Mr. Lester concluded or
17 recommended in his report; and if that's the case, then
18 I wonder if, if spending the money that it takes to go
19 to mediation makes sense.

20 Frankly, Judge, the most interesting thing
21 that I heard Ms. Curtis say was on the issue of
22 attorneys fees and that that doesn't matter to her; and
23 that is exactly part of the point. I think you were in
24 the courtroom, Judge, the last time when Carole
25 Brunsting made a very impassioned plea or explanation to

1 the Court about how Ms. Curtis' pro se status and her,
2 her need to be a lawyer and her failure to appreciate
3 what it costs, what the costs of this lawsuit are, is
4 never going to lead to this being resolved. I may have
5 lost my train of thought there for a second.

6 But the point here, Judge, is there seems
7 to be no accountability on Ms. Curtis' behalf for the
8 amount of money that is being spent in this case.

9 Parties have, in the past, suggested, oh, let's not
10 worry about the attorneys fees because that will all
11 even out at the end of the story when everybody decides
12 to divide by five, the corpus of the trust, and the
13 winning parties or the prevailing parties can --
14 everything can be adjusted through the division of that
15 estate.

16 But, Your Honor, if you look at what Mr.
17 Lester recommended/suggested/reported in his report,
18 there's now the very real possibility that there isn't
19 going to be a divide-by-five scenario because of the
20 no-contest clauses that are recognized as being properly
21 drawn by the Vacek & Freed Law Firm. And if that
22 happens, Judge, then the trust is now spending its own
23 money from those people, whether it be three or four,
24 that are still going to get a portion of the estate, a
25 portion of the trust proceeds when this is all said and

1 done.

2 I'm rambling just a bit only because it's
3 such a circular discussion - is how do we get this case
4 finished, given, given the backtracking from everybody's
5 willingness to vest Mr. Lester with the authority to
6 proceed, and now the one person who doesn't like what he
7 said, after she filed motions for summary judgment that
8 are direct contradiction to the conclusions that he
9 reached. The very constant of having to come down here
10 and respond to those, to those motions for summary
11 judgment, the amount of money that that will waste is
12 insulting, is offensive to the parties.

13 I'd love to come up with a creative idea
14 to create some accountability, perhaps, if it comes in
15 the form of a sanction or perhaps it comes in the form
16 of some kind of bond being posted so that if it turns
17 out that one of the parties who is blowing things up as
18 it were and creating this increased attorneys fees, no
19 longer has an interest in the estate with which we can
20 even that out by the end of the day. Perhaps if Ms.
21 Curtis is ordered to post a bond against her claims or
22 to protect against the ability -- our ability to recover
23 fees from her if, as and when she loses her case,
24 perhaps then we can move forward with additional
25 hearings, additional motions and so forth.

1 Keep in mind, Judge, that it's not
2 simply -- it's not as simple as getting a date for Ms.
3 Curtis' summary judgment motions. There's been no
4 discovery, in terms of depositions done in this case,
5 not the least of which will be depositions from,
6 perhaps, even from the lawyers in the other district
7 court case who drafted the documents that can explain
8 what all went into those documents, what Nelva
9 Brunsting's state of mind was at the time. There's no
10 way to respond to those summary judgment motions right
11 now without the full weight of the discovery process
12 moving forward and all of the money that that's going to
13 cost.

14 So, you wanted my thoughts on what to do
15 and on one hand, you know, I'm still of the belief that
16 mediation with the right mediator should work, but
17 beyond that, I'm also of the opinion that I'm not really
18 sure what the next thing is.

19 THE COURT: Okay. Well, and I appreciate
20 your argument, and I share in many of your concerns. I
21 haven't heard from you, yet, Ms. Bayless.

22 MOTION TO TRANSFER

23 ARGUMENT BY MS. BAYLESS:

24 MS. BAYLESS: No, that's true. Trying to
25 maintain a low profile, it's hard sometimes.

1 But I think that you've heard some things
2 that the risk of going back to the motion to transfer
3 that make it the obvious one - all the cases need to be
4 together so that everything can be resolved at one time.

5 My client desperately wants to get this
6 case settled, but I do not -- I share Mr. Spielman's
7 concerns, and I have some others. I don't know how
8 we're going to find a mediator who is thrilled about pro
9 se parties. Many mediators won't take a case that has
10 pro se parties. So, we have to deal with that issue.
11 You -- maybe he knows one.

12 I will say this: That Mr. Miller, God
13 love him, and I know him well, and he's mediated many
14 cases for me, but he is not the mediator for this case.

15 THE COURT: And I was not considering
16 sending you back to Mr. Miller.

17 MS. BAYLESS: Okay, good.

18 It really, really does cry out for some
19 kind of a resolution. I don't think this suggestion of
20 bond is particularly workable, and it's needed. I mean,
21 there is valuable real estate in this estate that can be
22 used to do whatever sanction-wise, division-wise,
23 whatever he thinks he can prove. We don't have to go
24 outside this case to resolve this case. I mean, we
25 don't have to be making the case more complicated to get

1 the case resolved, in my view.

2 Now there may well be parties who don't
3 want to resolve it, for whatever reason, you know and
4 want to have a trial. I heard Mr. Reed say that and,
5 you know, that it's going to require a Court decision.
6 You know, but frankly, the whole no-contest issue that
7 Mr. Lester raised in his report, and I assume if we
8 don't work out some settlement procedure, we'll be
9 filing responses to his report and dealing with that.

10 The whole no-contest clause violates the
11 Trust Code and the Probate Code in its very language;
12 and frankly, to prosecute a no-contest clause, you have
13 to have a trial. You have to see whether it was filed
14 and there was good cause in the filing and whether the
15 case was prosecuted in good faith.

16 So, you're necessarily, to get to that
17 issue, you're necessarily going to have to have a trial.

18 You could rule all day long that you
19 believe it to be a valid clause notwithstanding the
20 fact that its very language violates the Trust Code and
21 the Probate Code -- or the Estates Code, excuse me, but
22 you're still going to have to have a trial about what
23 that means. So, we need some mechanism that doesn't
24 make us have to have a trial.

25 And now we've got two pro se parties, and

1 I just don't know a strong mediator that is going to
2 deal with two pro se parties. Maybe there is one, but
3 it is going to require someone strong if you go that
4 route.

5 If Ms. Curtis is saying she's absolutely
6 not going to go, I mean, I don't know what we do about
7 that. And for all I know, Carole Brunsting may say
8 she's not going to go. We haven't heard from her
9 either.

10 You know, everybody else maybe could work
11 out a resolution. My client wants very much to resolve
12 the case, but I don't know how you resolve it piecemeal
13 when you're talking about a trust that has five
14 beneficiaries. I mean, maybe somebody's smarter than I
15 and could figure that out and you can come up with some
16 kind of a, some kind of a design that says this happens,
17 you know, if X, Y and Z falls into place and it says
18 that. It's very -- it's a very problematic situation,
19 and I don't think, you know, right now we don't even
20 have a personal representative of the estate. So, I
21 don't know how -- I think, frankly, that the district
22 court case, there is some advantage being taken of an
23 unfortunate situation relating to my client's, obviously
24 capacity, unexpected incapacity in deposition. I get
25 that. They're trying to zealously represent their

1 client. But the reality is if they go and dispose of
2 that case without a personal representative when the
3 Court has been notified of that, that is going to come
4 back so fast from the court of appeals.

5 And, you know, they, today, before we came
6 down here, they filed a motion for sanctions. You know,
7 it's all about pressure in that case to maybe make that
8 go away. And I think we sort of see the same problem in
9 this case that, although people try to punch pressure
10 buttons, nobody -- there's no structure, as frustrating
11 as it is for me to say this, there's no structure where
12 everybody is on board. And so, you know, we don't have
13 a way to get these five beneficiaries separated from
14 each other and separated from these courts and on down
15 the road short of forcing someone to do something they
16 don't want to do.

17 These are all strong-willed people. I
18 don't know what happens if you force someone to do
19 something that they don't want to do. You know, maybe
20 they get there and they realize, well, there is some
21 merit to this, but I agree, it's a waste of money if
22 that isn't what happens.

23 And, I mean, I know there's some great
24 mediators in town. We can go to Alice All [sic] to
25 repair it. Maybe she would deal with pro se parties, I

1 don't know but I --

2 THE COURT: Well I want to explore that.
3 You know, in my mind, every puzzle has a solution even
4 if it feels a little bit like a Rubik's Cube, and I
5 think that that's true of this case.

6 I feel like it does need to go back to
7 mediation. I feel like any other direction at this
8 point is, is going to -- it's just not going to advance
9 the ball. This has been dragging on for so long and
10 stalled out for so long, we really need to get it
11 moving. And I feel in my heart that the best way to try
12 to move this forward is to have it go to mediation. We
13 do need a strong mediator. I have someone in mind who I
14 haven't contacted yet, but I wanted to hear from
15 everyone here, first, about their suggestions.

16 You have your hand up, but I want to hear
17 from Carole first.

18 MR. MENDEL: Could I make one quick
19 comment?

20 THE COURT: Uh-huh.

21 STATUS CONFERENCE

22 ARGUMENT BY MR. MENDEL:

23 MR. MENDEL: In fairness to Mr. Miller,
24 the case was probably not right for mediation at early
25 on in the case, but a lot has transpired since then that

1 I think makes it ripe for mediation.

2 I would agree oftentimes that a second
3 mediation could be a waste of time, but not in this
4 case. I think this case screams for a second mediation.

5 THE COURT: I agree.

6 MR. MENDEL: In terms of answering the
7 Court's question - I think it should be a forceful
8 personality; I think it should be a judge. I would like
9 to see Judge Davidson be appointed to serve as the
10 mediator in this case.

11 MR. SPIELMAN: That was actually going to
12 be my suggestion, Judge. I know Judge Davidson would
13 not have an issue with pro se elements in the case. I
14 know, as a judge, he's certainly aware of the dynamics
15 that that brings to the table.

16 I can say that Judge Davidson, having gone
17 to a mediation with Judge Davidson in which I, because
18 of his forcefulness, was forced to completely reevaluate
19 the entire case that we came in there with. I know that
20 he is the type of forceful personality that can
21 unentrench people, that can and will do his own research
22 and bring issues to the table that, perhaps, the parties
23 walking in the mediation haven't even considered yet. I
24 could not more strongly recommend Judge Davidson as
25 being somebody that fits the bill for what this case is

1 needing; and, of course, everybody is welcome to do
2 their due diligence to see the types of cases that he's
3 presided over in the past, to see the docket that he
4 carries now in the multi-district litigations. I would
5 be as flabbergasted as flabbergasted could be if people
6 walked away not thinking that he was the right person to
7 make a try at this.

8 MS. BAYLESS: Just one question, I'm
9 sorry. Just one question.

10 Do you know for sure? I have absolutely
11 no problem with Judge Davidson. I think he's a great
12 resolver of problems, but do you know that he would do
13 a -- have you had a situation where there was a pro se
14 party?

15 MR. SPIELMAN: I'm going to go with I'm 95
16 percent sure, but I'll be happy to make that phone call.

17 MS. BAYLESS: Anyway, that's my only --

18 THE COURT: I know Judge Davidson. And I,
19 you know, similarly, I think that he could probably get
20 the job done quite well. We could contact him and see
21 how he feels about pro se parties.

22 MS. CURTIS: I also have a quick question
23 about mediation.

24 Is there any reason why all of the
25 siblings and their representatives can't be in the same

1 room to talk about it? Because I think that's where it
2 fell down. The mediator came in one room and talked for
3 a few minutes and then went to the next room and then
4 the next room and then came back and told us what these
5 other people said --

6 THE COURT: And that's how mediations
7 often go. The mediator often makes a decision at the
8 beginning of the day about whether he thinks it will be
9 productive or not to bring everyone together. Often,
10 you start out all in the same room. Sometimes, if
11 things are going well, you get back together in the same
12 room towards the end. And I would rely on the mediator
13 to make that call because sometimes the parties are so
14 far apart and antagonistic to one another, that putting
15 them in the room, just escalates things. And so that's
16 what -- that's why, you know, we leave that to the
17 mediator, to kind of make that call. And hopefully, you
18 know, if everybody is civil and can sit around the table
19 and reasonably and constructively discuss the issues,
20 then maybe that's the direction the mediation will go.
21 There's nothing saying that you can't get together.

22 MS. CURTIS: And that's, if we could,
23 then, yes, I would consider mediation; but I can't go
24 through the mediation like we had before.

25 THE COURT: Okay. And, you know, and

1 there's some indication that there are a lot of reasons
2 why that mediation was not successful. And maybe, you
3 know, maybe if you got together for mediation now, your
4 entire family would have a kumbaya experience and find
5 one another. And I know that there is some head-shaking
6 and things, but I need you, and frankly, everyone here,
7 everyone involved in this, needs you to try to keep an
8 open and forgiving mind going into mediation. And I'm
9 not saying that you're going to, you know, walk away and
10 forgive everything that's happened but at least see that
11 there is some benefit to that, to some level of
12 forgiveness going forward, so that you can get this
13 resolved because being here in this building is not
14 helping you. Ultimately, it's not helping anyone
15 involved in this case. And so, that's why I feel that
16 it's, you know -- I need you to go to mediation.

17 It sounds like you're coming around which
18 I'm glad to hear, on some level, because even if you
19 don't come around, I think I'm going to have to get to
20 the point where I order you to go. And, you know, I
21 mean, we don't like ordering people to do things that
22 they don't want to do, but I think that it's in the best
23 interest of everyone to go ahead and get to mediation.

24 If Judge Davidson doesn't pan out, the
25 other name that came to my mind was John Coselli. I

1 hear that he's been doing some very good mediations
2 recently, and I know that he's not -- well, I don't
3 know. I don't think that his focus is probate, but I
4 understand that he's very quick to come up to speed on
5 the issues and has been quite effective in getting
6 things done. So, that's another name that if Mr.
7 Davidson doesn't pan out, we might look at.

8 Let's see...

9 Ms. Brunsting, did you have something you
10 wanted to add?

11 MS. BRUNSTING: Well, I mean, I hear the
12 word "pro se," and it's almost like it's a bad word in
13 this court --

14 THE COURT: It is not a bad word in this
15 court.

16 STATUS CONFERENCE

17 ARGUMENT BY MS. BRUNSTING:

18 MS. BRUNSTING: I've never been through
19 anything like this before. I thought that it was in my
20 best interest to get an attorney. And Darlene Payne
21 Smith, while she's a very, very good attorney, she's a
22 very expensive attorney. I finally just had to make the
23 decision because I don't know if this is going to drag
24 out another month or another 10 years. But I don't want
25 it -- it's upside down, and so I had to just make the

1 decision, as I kind of talked about last year, to try to
2 stop the bleeding. I had to just stop my own bleeding
3 because otherwise what's going to happen is there may
4 not be anything left to divide, but I'm going to end up
5 having to go into my retirement savings to pay this bill
6 now. So, I'm just having to make some life-decisions
7 here. And, unfortunately, one of the things I had to do
8 which is terminate my relationship with Darlene Payne
9 Smith. It's nothing against her, but I just had to make
10 a financial decision on my own because right now I'm
11 faced with this huge bill that I'm going to pay because
12 I try to live my life debt-free. It's going to take me
13 a long time to pay it because I hadn't planned on having
14 this bill.

15 But I guess my other concern is, and I
16 heard some of the other attorneys make it is I feel like
17 what Candy asked for, everybody tries to give to her.
18 And we paid \$42,000 for this accounting when we were in
19 Judge Hoyt's [sic] court and that wasn't good enough.
20 And now we've all agreed to Greg Lester, and that's not
21 good enough. And so it just seems like it's going to go
22 on forever, that whatever everybody tries to do to try
23 to make Candy happy, we're always going to just end up
24 straying away from that.

25 And so it's just like I'm hearing with

1 mediation, and I think the rest of us are willing to go
2 to mediation, it's going to be, yes, I'll go to
3 mediation but only if. What if everybody else doesn't
4 agree to that? It is we all agree to go to mediation if
5 we all agree to go sit in the same room, I'm thinking
6 well -- that's why I'm shaking my head. I'm thinking, I
7 doubt that will happen.

8 THE COURT: Well, as I said, you know, we
9 need to leave that up to the mediator because the
10 mediator controls how the mediation proceeds. And, you
11 know, I encourage you to consider that if it looks like
12 it's going to be constructive. She's not putting
13 limitations on the mediation by any stretch of the
14 imagination. We're going to go forward. We're going to
15 go to mediation. We need to find an appropriate
16 mediator, and that's going to happen. So, I want you to
17 feel --

18 MS. BRUNSTING: But in the last mediation,
19 I just felt like everybody was kind of blindsided
20 because I sat in a room for probably three and four
21 hours before -- just waiting and really had no idea what
22 was going to happen. And then somebody comes in -- I
23 mean, a mediator came in and just put a piece of paper
24 in front of me and I go, "What is this?" "Well this is
25 what they want." And, I mean, it was just ridiculous.

1 And then after that, we waited another few hours. And
2 then what we were asked to give up was even bigger than
3 that. And so, it was so ridiculous and I saw no attempt
4 at anybody trying to mediate the system. Nobody knew
5 what was going on.

6 So, I had actually talked to Mr. Lester
7 about before -- I think before anybody's going to agree
8 to mediation, everybody is going to have to be convinced
9 that it's much better organized. The mediator's already
10 talked to everybody to see what the real expectations
11 are because if they're not realistic going in, we're
12 going to be right back where we were before.

13 THE COURT: Okay. Thank you.

14 I want to comment about Mr. Lester. He's
15 here today. He's not, my understanding is, he's not
16 billing for his time today, so we're very grateful that
17 you're here. I asked him to be here in case there are
18 any questions about his report.

19 I think that the accounting that was done
20 previously in the federal court, as well as the report
21 that Mr. Lester provided, is helpful in this case
22 because I think it gives the Court and it gives all the
23 parties some insight into how the claims are viewed by
24 an independent person. And I hope that you'll look at
25 his report and consider his conclusions going forward.

1 I'm not making any rulings about whether
2 his conclusion are right or wrong, but I think they're
3 quite informative. And so I think that it's useful and
4 sort of leading up to mediation.

5 How -- my next concern about mediation is
6 how are we going to pay for it? I know that the parties
7 are motivated to get this resolved, mostly; and in the
8 past, the -- I've always looked to this end of the table
9 to fund things, and I'm not sure that I'm going to do
10 anything different this time.

11 Do you have some opinions about how the
12 mediator should be paid?

13 MR. SPIELMAN: My opinion is simply that
14 the parties should pay the mediator's cost as the
15 parties.

16 Now, again, remember, Judge Comstock, my
17 client and Anita as the current co trustees are actually
18 the only ones who should be having their lawsuit defense
19 financed by the Trust but they have not --

20 MS. CURTIS: Excuse me. Objection.

21 MR. SPIELMAN: Okay.

22 THE COURT: Let him finish, and I'll give
23 you a chance to respond --

24 MS. CURTIS: But this is --

25 THE COURT: I know.

1 MS. CURTIS: -- incorrect information that
2 he's saying.

3 THE COURT: You'll have a chance to
4 respond as soon as he finishes.

5 STATUS CONFERENCE

6 FURTHER ARGUMENT BY MR. SPIELMAN:

7 MR. SPIELMAN: The point, though, Judge,
8 is because I know that there is not an agreement on that
9 point currently, that is why my opinion is each party
10 should pay their own mediation cost.

11 One -- again, I can't make a
12 representation for Judge Davidson, but I suspect, as he
13 has done for mediations in the past, maybe, Ms. Bayless,
14 you've experienced this with him before, I think he will
15 see a way to not necessarily say, you pay a fee; you pay
16 a fee; you pay a fee; you pay a fee and you pay a fee.
17 I think he will probably find some way to structure it
18 by people that have common interests on one side or the
19 other or something like that. We can certainly talk to
20 him about that. I'm happy to talk -- it's my interest
21 to find a way to convince him to charge as little as
22 possible for this as much as it's to the benefit of
23 everybody else here. So, I'm happy to do that.

24 If the Court would like to be the one that
25 reaches out to Judge Davidson to sort of explain a

1 little bit of the back story, maybe that's appropriate
2 that would make people feel more comfortable, we will
3 all have a chance to present our view of the case to
4 Judge Davidson in advance of the mediation because he
5 asks for premediation briefing material, premediation
6 statement. I know he would take phone calls from folks
7 if they would rather handle it that way.

8 I think that all of the issues that are
9 being expressed as concerns about the mediation process,
10 all of them have solutions, and perhaps the attorneys
11 are more aware of this just by the nature of what we do.

12 But particularly with Judge Davidson, he
13 has seen and done it all in his time on the bench. As
14 difficult as this case has been for people particularly
15 on an emotional level, he would have seen this level
16 before, and he will know how to massage everybody's
17 concerns and the law and the facts.

18 Again, I can't say strongly enough -- even
19 if it's not to my client's benefit when it's all said
20 and done, that I think he has the ability to get
21 everybody, you know, on the straight and narrow.

22 STATUS CONFERENCE

23 ARGUMENT BY MS. BAYLESS:

24 MS. BAYLESS: Judge, I agree. The
25 question was how do we pay for it? And I don't see how

1 it makes sense to create another controversy among
2 everybody to not want it, those who don't want it to
3 begin with to think it may be a waste of time. I don't
4 understand why -- I'm not even sure why Mr. Spielman
5 makes this suggestion. I would think that we would have
6 the Trust pay for it, and it can be divided as cost as
7 may need to be part of the settlement just like we dealt
8 with Mr. Lester. I don't know why this is -- that was,
9 frankly, I viewed, anyway, an attempt by the Court to
10 move everything in the direction of trying to work
11 toward a resolution. I don't think the mediation is
12 even more so that way, and I don't know why it's going
13 to be probably less money. I don't know why it should
14 be controversial to deal with it as a cost of getting
15 this case resolved and deal with that and the
16 resolution, but that's just my two cents.

17 THE COURT: Well, I like the suggestion
18 that if Judge Davidson is amenable to that, to let him
19 kind of work that out as part of the mediation, and
20 perhaps that's the route we need to go.

21 Ms. Curtis, you have -- you wanted to
22 speak?

23 STATUS CONFERENCE

24 FURTHER ARGUMENT BY MS. CURTIS:

25 MS. CURTIS: Basically, I just -- people

1 are formulating their opinions by talking to parties in
2 the case, and it's fairly obvious that no one has read
3 everything starting with the original petition in the
4 federal court.

5 I sent my sisters a couple of demand
6 letters after my mother passed away, and I gave them
7 every opportunity to cure and save face. And I told
8 them, "If you don't give me an accounting which has been
9 owed for weeks now," and then I gave them 60 days, that
10 I'd have no alternative, and that I reserve the right to
11 file suit against them.

12 And here we are, almost five years later.
13 Vacek & Freed sold my parents' peace of mind and then
14 betrayed them because my sister, Anita, developed a
15 relationship with Candace Freed. And there is evidence
16 in the record now that shows that. And I'm willing to
17 come to a conclusion, but we can't have all these
18 attorneys. Amy and Anita are on their third attorneys
19 now. And so, how much longer do my brother, Carl, and I
20 have to spend, money, time and emotional stress to get
21 what our parents gave to us to begin with? And that's
22 all they want - not a penny more/not a penny less.

23 THE COURT: Well, often when things get to
24 this point when you're five years down the road in
25 litigation and people are in the positions that you find

1 yourselves today, often what it takes is going to a good
2 mediator and getting everyone in the same room or at
3 least the same building and really looking at the issue,
4 perhaps, with fresh eyes, and finding the reality that
5 there's a better way to resolve this whole game.

6 MS. CURTIS: I want to look at my sisters
7 and my brother in the eye in the same room. I mean,
8 it's just -- I've been able to talk to Carole until she
9 got an attorney and then I couldn't speak to her
10 anymore. I can't talk to Amy and Anita. I tried to
11 call them early on. I just -- this is a family. We
12 don't need these outside people in here paying money for
13 them to draw conclusions when they don't know what's
14 going on. And so I just --

15 THE COURT: And I appreciate your bringing
16 that emotional side of it because I think that's what
17 all of this sometimes comes down to is, the emotions
18 that are involved. And if, you know -- I'm glad that
19 you're saying this here today. All of these attorneys,
20 I'm sure, are hearing you, are hearing your position;
21 and I know that they're aware of the emotions -- the
22 emotional responses from their own clients. And
23 perhaps, perhaps your wish will come true. Perhaps
24 we'll get to mediation, and you'll be able to sit in a
25 room and reach some kind of understanding.

1 I don't have a problem calling Judge
2 Davidson if nobody has a problem with my doing so. So,
3 I'll put a call into him. I know him. He was the scout
4 master of my son's scout troop. So, I'll put a call
5 into him, and we'll see if we can move that piece
6 forward.

7 STATUS CONFERENCE

8 FURTHER ARGUMENT BY MR. MENDEL:

9 MR. MENDELL: I would just like to add,
10 besides Judge Davidson, I don't have any problem with
11 Judge Coselli. I've been in front of Judge Coselli when
12 he was a mediator before he got on the bench. He's
13 excellent.

14 In terms of the fee, I'm open to how the
15 mediator would want to handle it. But the vast majority
16 of mediators, as the Court is aware, expect people to
17 have some sort of an investment, and a great investment
18 is to come out of pocket and pay for it. So, I would
19 oppose that the Trust pays for everybody's pro rata
20 share. Everybody needs to get out their checkbook and
21 pay the mediator regardless of how the fee is
22 structured.

23 THE COURT: Okay. I understand.

24 MS. CURTIS: I can't do that. I work full
25 time. I have no retirement. I have to do without

1 things to come to Houston which I'm more than happy to
2 do, but I don't have extra money to throw away on more
3 wasted time. And that's why I didn't hire an attorney
4 to begin with. My brother shouldn't have had to hire an
5 attorney.

6 THE COURT: Well, Ms. Curtis, Ms. Curtis,
7 please. Therein lies the rub. If this is a waste of
8 time then why are we here? You know --

9 MS. CURTIS: To get resolution.

10 THE COURT: -- we need to move this case
11 forward, and most of the people in this room feel like
12 this is the best way to move it forward.

13 MS. CURTIS: I'd like to move it forward
14 by scheduling the summary judgments.

15 COURT'S RULING

16 THE COURT: Okay. We're going to go to
17 mediation first. And so I'm going to contact Judge
18 Davidson. I'll get information about his fees, and I'll
19 explain the issues and --

20 MS. CURTIS: Okay. I have a personal
21 friend in Houston that I've known for 30 years. He is
22 also a mediator, I understand now; is that a conflict if
23 I suggest that we contact him as well?

24 THE COURT: I don't want to get into what
25 we've had in prior hearings with everyone objecting to

1 people who are suggested. I think that Judge Davidson
2 is a good choice. He's going to be a strong mediator,
3 and I don't want to take lightly the choice of mediator
4 in this case because I don't want to waste your time. I
5 want to get to a mediation with somebody who can make
6 things happen. And I'm not saying that your buddy, your
7 friend, can't make that happen, but I am concerned that
8 there are, you know, you have several siblings who are
9 going to stand up and object for the reasons that I just
10 mentioned. And I know where that's going to go, and I
11 don't think that it's a good idea to go down that road
12 at this point. So, I'm going to call Judge Davidson and
13 see how that will work out.

14 MS. BAYLESS: I just have a question on
15 timing.

16 I'm assuming, and maybe I shouldn't say,
17 that you will be dealing with the motion to transfer
18 first so that that's part of what is being mediated and
19 maybe that's not what you had in mind.

20 I think that there is some merit to having
21 everybody in the room. I recognize Mr. Reed is going to
22 stand up and say he doesn't want to be in the room, but,
23 you know, we need to deal with that. And I think Judge
24 Davidson could deal with all of these issues very well.
25 And if that loose end is left out there, I don't know if

1 it will impact being able to get this case over. I have
2 no -- I don't know.

3 THE COURT: That's a good point. I don't
4 know that we need to transfer the case over here before
5 that happens if we can get some buy-in from the folks
6 involved in the district court case to be a part of that
7 negotiations of the mediation. I don't know whether
8 that's possible, but it seems like if we can get to
9 mediation and get every piece of this resolved, that
10 would be a lot more cost efficient than going through
11 the transfer and getting all of that done.

12 What I'm saying is you guys don't all have
13 to be in this court in order to negotiate a settlement.

14 Do you want to respond to that?

15 MS. BRUNSTING: This is something I spoke
16 with Darlene about is because somehow my brother brought
17 this suit against Vacek is somehow, I think all of us
18 are party to it somehow but without our knowledge, we
19 don't know how this case is going to impact the rest of
20 us and so that's why I spoke with Darlene, and said I'm
21 a bit concerned about going to mediation when I don't
22 know the outcome of this case yet. And so well this
23 case will have some impact on the rest of this. So,
24 that is a valid concern that I have.

25 THE COURT: Mr. Reed, what's your position

1 about participating in a mediation?

2 MR. REED: I think the biggest issue that
3 we have is you or someone has to be appointed or has to
4 appoint someone on behalf of the estate. Right now, if
5 I went to mediation, I would have no one to negotiate
6 with. So, that's the problem by sending a malpractice
7 case is I have, technically, five people I have to deal
8 with that I really need -- I can only really deal with
9 one person that's actually absent right now which is
10 what's delaying the malpractice case from being
11 dismissed.

12 So, I mean, if you send us to mediation,
13 what you're going to have to do is appoint somebody for
14 us to negotiate which means you're actually appointing
15 someone on behalf of the estate. So, that creates to me
16 a big issue that is, again, outside of, really, what we
17 need to deal with today.

18 THE COURT: How do the rest of you -- how
19 do the rest of the attorneys in the room feel about
20 whether we can get to a resolution?

21 MR. MENDEL: I think we can get to a
22 resolution. I mean, if everybody else on this -- in
23 this particular case agrees to an outcome and a
24 resolution for Mr. Reed, then, as I see it, we don't
25 necessarily need to have someone appointed before they

1 come over to the mediation. I mean, if everybody is in
2 agreement then it becomes a moot point.

3 THE COURT: And if you can reach an
4 agreement that a resolution will be reached then you
5 could, perhaps, agree to appoint a temporary
6 administrator who could make decisions on behalf of the
7 estate --

8 MR. SPIELMAN: And that's just the point,
9 Judge. If you backtrack beyond Mr. Lester's
10 appointment, the competing applications before the Court
11 are from my client and from Ms. Curtis. So, if the
12 mediation goes well, those two competing next in line,
13 allegedly executors, can sign off on a deal that would
14 then be able to resolve everything.

15 MR. REED: It's not that the deal can be
16 worked out, it's, at mediation, I have to go to five
17 different rooms to negotiate the deal. So, maybe his
18 client says, okay, I give a million bucks to the
19 estate - that's great; but Ms. Curtis wants \$2 million.
20 So, then all of a sudden, I've got to deal with one of
21 the four. Maybe I get four out of the five. And the
22 point is you need one voice for the entire estate, and
23 you're not going to get it with me trying to negotiate
24 with five people at mediation.

25 THE COURT: Well, at some point, all five

1 of those people are going to have to negotiate something
2 to move forward rather it's who's going to be the
3 administrator or the executor going forward. I think
4 that that negotiation is better to take place at the
5 mediation than outside of it.

6 MR. REED: I think the problem you're
7 sending us to mediation with is now we have one extra
8 level, and we already have too many levels of things we
9 need to negotiate. It's going to take almost the entire
10 mediation, if it is successful, to deal with just the
11 sibling issue, and now you're adding the malpractice
12 case on top of that to see if, you know, whether all
13 four or five or one or two agrees with how much money
14 the malpractice case is worth defending at all.

15 So, I think you're adding too much to the
16 puzzle to what's already going to be a difficult
17 mediation.

18 THE COURT: I don't know that the
19 mediation will be successful without that, though. And
20 I think that I kind of like the complication that it
21 has. You know, the more cards on the table, the more
22 you can mix up the deck, am I wrong? It seems like
23 everyone has an interest in going forward. Does anyone
24 disagree with that other than, I'm sorry, Mr. Reed?

25 MS. CURTIS: I don't disagree. And, in

1 fact, it's Candace Freed who drew up these illegitimate
2 papers - whether they were signed or not - she's the one
3 that started this. All five of us have been damaged by
4 what Candace Freed did.

5 I'm happy to let Amy be executor if Neal
6 will represent the executor in this mediation and in the
7 case against Vacek & Freed because it's not
8 malpractice - it's breach of fiduciary. But I just
9 wanted to get it moved along, okay. So, now you've got
10 me convinced that mediation is maybe the way to go, but
11 I don't want any more road blocks for one reason or
12 another.

13 Why can't Amy be executor? No, let Neal
14 take that ball and run with it and we'll all agree.

15 MS. BAYLESS: Well I don't know if my
16 clients will agree to that today, but I don't think we
17 have to do -- I don't think we have to go to that level.
18 If we can reach an agreement, then we know we need a
19 temporary person just for purposes of approving a
20 settlement and, you know, moving forward. I don't
21 think -- I don't see any reason why Judge Davidson can't
22 deal with all of those issues. But if he doesn't deal
23 with all of those issues, I don't think -- I think we
24 run a greater risk of not getting the case resolved.

25 And, frankly, I would think that the law

1 firm would be delighted if the case could get resolved.

2 THE COURT: And I hate for you guys to
3 reach a decision about all of your issues and then have
4 to go to another mediation to resolve all the issues in
5 the district court case, particularly, if, you know, if
6 it's decided that it needs to be grabbed and transferred
7 over here.

8 MR. REED: But it's taking longer, Your
9 Honor, if the case is not settled at mediation. Isn't
10 it somebody is still going to have to be appointed at
11 that point to bring the claims, still, against the
12 malpractice?

13 THE COURT: Which comes first, you know?

14 MR. REED: The point is that Mr. -- you
15 know, if we go back to Mr. Lester's report who already,
16 you know, looked at it, looked at the issues and said
17 the writings were correct, we have the malpractice case
18 that's been pending for three years that no one at this
19 point has been able to prove any evidence of
20 malpractice, whatever the claims would be. So, you're
21 wanting us to go --

22 THE COURT: Well, I'm not sure that Mr.
23 Lester's report says that you win.

24 MR. REED: I'm not saying that, Your
25 Honor. What I'm saying is I think it's going to be too

1 difficult for a malpractice case to be negotiated at a
2 mediation with the five siblings we have here without
3 one voice --

4 MR. MENDEL: I see it that it needs to be
5 a global deal, and if we can't work something out with
6 Vacek & Freed, then the mediation fails. But I'm
7 confident somebody like Judge Davidson can pull this
8 thing together.

9 THE COURT: And I tend to agree. And, you
10 know, I was -- I would hope that you and Ms. Foley would
11 agree to participating in this mediation. And I'm still
12 considering the motion to transfer, but I have to say if
13 you guys are not willing to consider, that encourages me
14 to grant the motion to transfer just to get everything
15 over here so that we can try to get it settled.

16 MR. REED: And I don't want you to have a
17 misvoid [sic] that we're not agreeable to going to
18 mediation. My concern is more if I go to mediation, who
19 am I negotiating with? And the problem is I am being
20 sued -- my client is being sued by the estate. The
21 estate right now doesn't have a representative.

22 So, my concern is, maybe I didn't express
23 it well enough earlier, is not the mediation itself in
24 going - it's who do I negotiate with because I'm dealing
25 with five separate demands because the family can't

1 speak, and I think that's clear. They can't speak at
2 this point as a whole.

3 THE COURT: I understand. And I think
4 that Judge Davidson's qualified. He's capable of seeing
5 the big picture and putting all those pieces together
6 and dealing with that.

7 MS. BAYLESS: And, frankly, Judge, I think
8 I'm going to have to provide the information that Judge
9 Davidson needs about why the claims are filed to begin
10 with. And it doesn't matter how many times you say
11 there is no proof, there is no evidence - the point is,
12 Judge Davidson is going to have to negotiate this thing.
13 There is proof, there is evidence, and I can take the
14 laboring of presenting some kind of summary to him so
15 that he understands the case from its inception and can
16 deal with that case.

17 The idea that, well, there is nobody right
18 now because my client had resigned so there's nobody to
19 deal with this. Let's jump in there and take advantage
20 of it and everything says there is no way to prove this
21 case, there is no way to do that. That's what Judge
22 Davidson will be trying to deal with, and I can provide
23 him with the information and the evidence that does
24 inform him about the case. And it's out there, and they
25 know it's out there. So, we can get past that.

1 I think it a lot more efficiently if they
2 agree to deal with the mediation and everything can be
3 dealt with that way, but I tend to agree - if they can't
4 do that by agreement, then we're right back where we
5 were in this suit about what do we do with that case
6 because that case may very well keep us from resolving
7 this case. Even a non lawyer in the room has said that
8 today. So, you know, I think that's pretty obvious.

9 THE COURT: It sounds to me like everyone
10 except Mr. Reed agrees with that.

11 Do you need to get back with Ms. Foley in
12 order to get me an answer on whether you will
13 voluntarily participate?

14 MR. REED: We'll voluntarily participate.
15 I'm just expressing my concern of why it's not going to
16 be successful.

17 THE COURT: And I appreciate that. And
18 that's a level of, you know, difficulty that I think you
19 will need to bring to the mediation and explain to Judge
20 Davidson and have him address that. So, I mean,
21 everyone has voiced complications today that need to
22 come out on the table and need to be part of the
23 mediation. So, I'm glad that you're all here and
24 voicing those opinions.

25 So, I think we all agree that I'm going to

1 call Judge Davidson. Is there anything else that needs
2 to be discussed today? Is there any -- is there any
3 timing issues that I need to make Judge Davidson aware
4 of?

5 MS. BAYLESS: Well there is a trial
6 setting in May in the district court.

7 MR. MENDEL: I don't think that one is
8 going to stick given the current posture --

9 MS. BAYLESS: Having gone through that
10 argument before, I don't know that I would take that for
11 granted.

12 MR. MENDEL: You're right.

13 MS. BAYLESS: That's pretty much upon us.
14 We're talking. We may not be able to get in to Judge
15 Davidson this month. I don't know what his schedule is
16 but, you know, we're talking about then that does make
17 it a little bit more important the issue of personal
18 representative; in fact, if we're facing that many
19 trials --

20 THE COURT: Okay. Do we need to reset the
21 motion to transfer at this point? In other words, do I
22 need to have another hearing to have to hear from Ms.
23 Foley from that issue?

24 MR. REED: I think you should continue it
25 until after the mediation.

1 THE COURT: And I think I can do that if
2 you guys agree to participate.

3 MR. REED: Again, I think you're
4 misunderstanding what I was saying.

5 THE COURT: No. No. No. I hear what
6 you're saying - I'm just confirming it.

7 MR. REED: Yeah, I hear you loud and
8 clear. And if you would prefer us at mediation, I will
9 be there. I was just expressing to you I think the
10 concerns that convolute the matter even worse, but I
11 hear you loud and clear.

12 MS. BAYLESS: What's the trial date?

13 MR. REED: I think it's the 16th, but I
14 will say this. The Court currently, while we're on the
15 trial docket, I think they recognize that we can't go
16 forward with it because we don't have a personal
17 representative. I don't think that they officially
18 debated it, but I think they somehow called us, I'm
19 expressing this court involved them, Your Honor, but I
20 would say -- well, I'll leave it like that.

21 MR. SPIELMAN: That being said, Judge,
22 probably sooner is probably better than later, you know.

23 THE COURT: Of course. Yeah, I think
24 everyone wants to get this moving.

25 MS. BRUNSTING: Because most of us work.

1 I think each night there's certain meetings that I just
2 can't --

3 THE COURT: Of course. Why I'm not going
4 to get involved with actually scheduling the day; I'm
5 going to contact him. And I just wanted to know if
6 there are any global problems, but I'll leave it to you
7 guys to, you know, to contact him and find a date that's
8 going to work for everyone. I know that you guys all
9 have your emails and share your email addresses. So,
10 I'm hoping that you can work together and find a date
11 that will be convenient for everyone.

12 MS. BAYLESS: Speak of that, I don't know
13 if an order has been signed yet. I've got Ms. Smith's
14 withdrawal, but can we have some information
15 about where to serve her like what address or
16 fax --

17 MS. BRUNSTING: Darlene asked me if it was
18 okay that she send information out, and I said, "Yes,
19 that's okay," but she didn't send it out. I did send it
20 out.

21 THE COURT: Can you send an email to
22 everyone?

23 MS. BRUNSTING: We can talk about it.

24 THE COURT: Including me. I guess you
25 sent me a letter so I got your contact information,

1 correct? It's on your letter? Ms. Brunsting?

2 MR. SPIELMAN: Her address, I think, just
3 to be clear, I think what would be useful to everybody
4 would be if you could just let us know your preferred
5 email address, your preferred phone contact. If you do
6 happen to have access to a fax machine for receiving
7 things, that would work too. I think that that covers
8 most of the ways that we can --

9 THE COURT: And if you could copy me on
10 that as well, that would be helpful. Thank you.

11 Okay. Anything else?

12 MS. BAYLESS: One other thing.

13 I know we held some things, we just held
14 some things while Mr. Lester was doing his thing, and I
15 wonder if it would make some sense to revisit the order
16 that appointed him and the stay provisions and continue
17 those through the mediation date anyway or something or
18 through the next hearing, motion to transfer?

19 THE COURT: What specifically --

20 MS. BAYLESS: It just hit me that we've
21 done that. I'm looking at the order right now.

22 We had talked about it at the hearing that
23 says that the order expires in 90 days. So, I guess --

24 THE COURT: It doesn't sound like to me
25 that everybody is eager to jump out and do some

1 discovery and spend more money prior to going to
2 mediation, am I right? So, let's just focus on getting
3 to mediation unless someone needs something specific in
4 writing.

5 MS. BAYLESS: If I find the order, I'll
6 let --

7 THE COURT: Thank you everybody for being
8 here, particularly Mr. Lester for coming.

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1 The State of Texas)
2 County of Harris)

3
4 I, Hipolita Lopez, Official Court Reporter in and
5 for the Probate Court Number Four of Harris County,
6 State of Texas, do hereby certify that the above and
7 foregoing contains a true and correct transcription of
8 all portions of evidence and other proceedings requested
9 in writing by counsel for the parties to be included in
10 this volume of the Reporter's Record, in the
11 above-styled and numbered cause, all of which occurred
12 in open court or in chambers and were reported by me.

13 I further certify that this Reporter's Record
14 truly and correctly reflects the exhibits, if any,
15 admitted by the respective parties.

16 I further certify that the total cost for the
17 preparation of this Reporter's Record is \$334.00
18 and was paid by Ms. Candace Curtis.

19 WITNESS MY OFFICIAL HAND this the 28th day of
20 March, 2016.

21
22 /s/ Hipolita G. Lopez
23 HIPOLITA G. LOPEZ, Texas CSR #6298
24 Expiration Date: 12-31-16
25 Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit

FILED

January 9, 2013

Lyle W. Cayce
Clerk

No. 12-20164

CANDACE LOUISE CURTIS,

Plaintiff-Appellant

v.

ANITA KAY BRUNSTING; DOES 1-100; AMY RUTH BRUNSTING,

Defendants-Appellees

Appeal from the United States District Court
for the Southern District of Texas

Before HIGGINBOTHAM, SMITH, and ELROD, Circuit Judges.

PATRICK E. HIGGINBOTHAM, Circuit Judge:

This appeal concerns the scope of the probate exception to federal subject-matter jurisdiction in the wake of the Supreme Court's decision in *Marshall v. Marshall*.¹ The Plaintiff contends that, under *Marshall*, her claims for breach of fiduciary duty against the co-trustees of an inter vivos trust do not implicate the probate exception. We agree.

¹ 547 U.S. 293 (2006).

I.

In 1996, Elmer H. and Nelva E. Brunsting, Texas residents, established the Brunsting Family Living Trust (“the Trust”) for the benefit of their offspring. At the time of its creation, the Trust was funded with various assets. Both the will of Mr. Brunsting and the will of Mrs. Brunsting (collectively “the Brunstings’ Wills”) appear to include pour-over provisions, providing that all property in each estate is devised and bequeathed to the Trust.² Elmer H. Brunsting passed away on April 1, 2009, and Nelva E. Brunsting passed away on November 11, 2011. The current dispute arises out of the administration of the Trust.

Candace Curtis, Anita Brunsting, and Amy Brunsting are siblings. In February 2012, Candace Curtis (“Curtis”) filed a complaint in federal district court against Anita Brunsting and Amy Brunsting (collectively “the Defendants”) based on diversity jurisdiction. In that complaint, she alleged that Anita and Amy, acting as co-trustees of the Trust, had breached their fiduciary duties to Curtis, a beneficiary of the Trust. Specifically, she alleged that Anita and Amy had misappropriated Trust property, failed to provide her documents related to administration of the Trust, and failed to provide an accurate and timely accounting. The complaint alleged claims for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. Curtis sought compensatory damages, punitive damages, a temporary restraining order against “wasting the estate,” and an injunction compelling both an accounting of Trust property and assets as well as production of documents and accounting records.

On March 1, 2012, the district court denied Curtis’s application for a temporary restraining order and injunction because the Defendants had not

² The signed copies of the Brunstings’ Wills are not included in the record, but Curtis provided unsigned copies, which we assume match the signed versions that have been admitted to probate.

been served with process. In the order, the district court judge noted that it “appears that the court lacks subject matter jurisdiction over the claim(s) asserted.” On March 6, 2012, in response to the lis pendens Curtis had filed related to property in Texas and Iowa, Anita and Amy filed an emergency motion to remove the lis pendens. The motion noted that it was subject to the Defendants’ contention that the federal district court lacked subject matter jurisdiction under the probate exception to federal court jurisdiction, an issue that the Defendants said would be raised in a separate Rule 12(b) motion to dismiss. On March 8, 2012, following a telephone conference with the parties, the district court judge entered a sua sponte order dismissing the case for lack of subject matter jurisdiction. In doing so, he concluded that the case falls within the probate exception to federal diversity jurisdiction. This appeal followed.

II.

This Court reviews de novo a district court’s dismissal for lack of subject-matter jurisdiction.³

III.

Although a federal court “has no jurisdiction to probate a will or administer an estate,”⁴ in *Markham v. Allen*, the Supreme Court recognized that the probate exception does not bar a federal court from exercising jurisdiction over all claims related to such a proceeding:

[F]ederal courts of equity have jurisdiction to entertain suits ‘in favor of creditors, legatees and heris’ and other claimants against a decedent’s estate ‘to establish their claims’ so long as the federal court does not interfere with the probate proceedings or assume

³ *Borden v. Allstate Ins. Co.*, 589 F.3d 168, 170 (5th Cir. 2009).

⁴ *Markham v. Allen*, 326 U.S. 490, 494 (1946).

general jurisdiction over the probate or control of the property in the custody of the state court.

Similarly while a federal court may not exercise its jurisdiction to disturb or affect the possession of property in the custody of a state court, it may exercise its jurisdiction to adjudicate rights in such property where the final judgment does not undertake to interfere with the state court's possession save to the extent that the state court is bound by the judgment to recognize the right adjudicated by the federal court.⁵

Sixty years later, in *Marshall v. Marshall*, the Supreme Court expressed concern with lower courts' interpretation of *Markham*, noting that “[l]ower federal courts have puzzled over the meaning of the words ‘to interfere with the probate proceedings,’ and some have read those words to block federal jurisdiction over a range of matters well beyond probate of a will or administration of a decedent’s estate.”⁶ Thus, the Supreme Court clarified the “distinctly limited scope” of the probate exception,⁷ explaining:

[W]e comprehend the ‘interference’ language in *Markham* as essentially a reiteration of the guiding principle that, when one court is exercising in rem jurisdiction over a res, a second court will not assume in rem jurisdiction over the same res. Thus, the probate exception reserves to state probate courts the probate or annulment of a will and the administration of a decedent’s estate; it also precludes federal courts from endeavoring to dispose of property that is in the custody of a state probate court. But it does not bar federal courts from adjudicating matters outside those confines and otherwise within federal jurisdiction.⁸

The *Marshall* Court concluded that the federal district court had subject-matter jurisdiction, and the probate exception did not apply, reasoning: “[The claimant]

⁵ Id. (internal citations omitted).

⁶ 547 U.S. at 311.

⁷ Id. at 310.

⁸ Id. at 311–12.

seeks an in personam judgment against [the Defendant], not the probate or annulment of a will. Nor does she seek to reach a res in custody of a state court.”⁹ After Marshall, the probate exception only bars a federal district court from (1) probating or annulling a will or (2) “seek[ing] to reach a res in custody of a state court” by “endeavoring to dispose of [such] property.”¹⁰

As we see it, to determine whether the probate exception deprives a federal court of jurisdiction, Marshall requires a two-step inquiry into (1) whether the property in dispute is estate property within the custody of the probate court and (2) whether the plaintiff’s claims would require the federal court to assume in rem jurisdiction over that property. If the answer to both inquiries is yes, then the probate exception precludes the federal district court from exercising diversity jurisdiction. Here, we find the case outside the scope of the probate exception under the first step of the inquiry because the Trust is not property within the custody of the probate court.

As a threshold matter, the probate exception only applies if the dispute concerns property within the custody of a state court. The federal court cannot exercise in rem jurisdiction over a res in the custody of another court. Both of the Brunstings’ Wills were admitted to probate after the district court dismissed the case, and probate proceedings are ongoing.¹¹ However, nothing suggests that the Texas probate court currently has custody or in rem jurisdiction over the Trust. It likely does not. Assets placed in an inter vivos trust generally avoid probate, since such assets are owned by the trust, not the decedent, and

⁹ Id. at 312 (internal citations omitted).

¹⁰ Id. at 312–13.

¹¹ At the time the district court dismissed the case, no probate proceedings had been initiated. As such, there was no possibility that the case fell within the probate exception. Nevertheless, we must consider whether, upon remand, the federal district court would have subject-matter jurisdiction now that probate proceedings are ongoing.

therefore are not part of the decedent's estate.¹² In other words, because the assets in a living or inter vivos trust are not property of the estate at the time of the decedent's death, having been transferred to the trust years before, the trust is not in the custody of the probate court and as such the probate exception is inapplicable to disputes concerning administration of the trust. The record also indicates that there would be no probate of this Trust's assets upon the death of the surviving spouse.¹³ Finding no evidence that this Trust is subject to the ongoing probate proceedings, we conclude that the case falls outside the scope of the probate exception. The district court below erred in dismissing the case for lack of subject-matter jurisdiction.

IV.

For the reasons set forth above, we REVERSE the district court's dismissal of the case and REMAND for further proceedings. REVERSED AND REMANDED.

¹² See 3 TEX. PRAC. GUIDE WILLS, TRUSTS, AND EST. PLAN. § 10:83 (“Any property held in a revocable living trust is not considered a probate asset”); 2 EST. TAX & PERS. FIN. PLAN. § 19:15 (“Avoidance of probate perhaps is the most publicized advantage of the revocable living trust.”); 18 EST. PLAN. 98 (“Assets in a living trust are not subject to probate administration”).

¹³ Any assets “poured over” from the decedents' estates into the Trust would have to go through probate, but that does not change the fact that the Trust property over which the Defendants have been acting as Trustees would not be subject to probate, having been transferred to the Trust prior to the parents' deaths.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

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CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.
2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.
3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.
4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.
5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

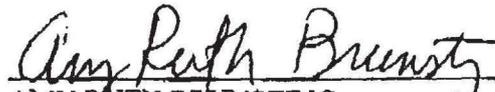
6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

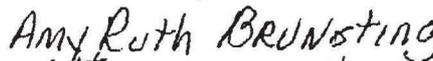
7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.

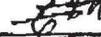
8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING



Sworn to and signed before me by , on this 6th day of March, 2012.

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

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3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.

4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.

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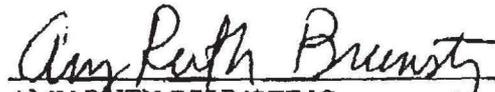
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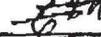
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AMY RUTH BRUNSTING



Sworn to and signed before me by , on this 6th day of March, 2012.

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

PROBATE COURT 4

DM

**DATA ENTRY
PICK UP THIS DATE**

NO. 412,249-401

| | | |
|---------------------|---|----------------------|
| ESTATE OF | § | IN PROBATE COURT |
| NELVA E. BRUNSTING, | § | NUMBER FOUR (4) OF |
| DECEASED | § | HARRIS COUNTY, TEXAS |

| | |
|-----------------------------|---|
| CARL HENRY BRUNSTING, et al | § |
| v. | § |
| ANITA KAY BRUNSTING, et al | § |

**RESPONSE TO CANDACE'S
MOTION FOR DISTRIBUTION OF TRUST FUNDS
&
RESPONSE TO CARL'S
MOTION FOR DISTRIBUTION OF TRUST FUNDS**

Defendant Anita Kay Brunsting files this response to Candace Louise Curtis' Motion for Distribution of Trust Funds and this response to Carl Brunsting's Motion for Distribution of Trust Funds and would respectfully show the Court as follows:

I. Summary of the Argument

1. Distributions to pay legal-fee creditors are not authorized by the trust and, therefore, the motions must be denied.
2. Distributions to pay legal-fee creditors are prohibited by the trust and, therefore, the motions must be denied.
3. The Court lacks jurisdiction to decide the distributions for legal-fee creditor issue because there are no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.
4. **If the Court finds the *in terrorem* clause is enforceable, then Candace and Carl have no right to any distribution from the trust.**

12082014:1418:P0047

II. Argument & Authorities

Candace and Carl seek distributions from the trusts to pay their creditor-attorneys.

Neither Candace nor Carl cite any provision in the trust instruments that would allow for the requested distributions. This is a tacit admission that such distributions are not authorized by the trust instruments.

Neither Candace nor Carl cite any legal authority that would allow for the requested distributions. This is a tacit admission that such distributions are not permitted by any legal authority.

Since there is nothing in the trust instruments or in any legal authority that allows the requested distributions, the motions must be denied.

A. The Brunsting Family Living Trust.

With respect to distributions under the Brunsting Family Living Trust, the instrument provides:

i. Distributions of Net Income

Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the net income from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.

ii. Distributions of Principal

Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the principal from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.¹

¹ Exhibit 1, Restatement of the Brunsting Family Living Trust, pages 10-1 to 10-12.

12082014:1418:P0049

Furthermore, the trust instrument prohibits the trust from being charged with a beneficiary's

debt:

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.²

Finally, the trust instrument provides:

All trusts created under this agreement shall be administered free from the active supervision of any court.³

B. The Qualified Beneficiary Designation.

With respect to distributions under the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement ("QBD"), the instrument provides:

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 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 Trustee shall deem appropriate for such distributees' health, support, maintenance, and education.⁴

Furthermore, the QBD contains spendthrift provisions that prohibit the requested distribution:

² Exhibit 1, Restatement of the Brunsting Family Living Trust, page 11-1.

³ Exhibit 1, Restatement of the Brunsting Family Living Trust, page 4-5.

⁴ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 7-8.

[N]either the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary.⁵

The QBD stated purpose includes:

- (1) To protect trust assets and income from claims of and interference from third parties; and
- (2) To protect the beneficiary against claims of third parties.⁶

Finally, the QBD states:

It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, 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.⁷

C. Attorneys Fees are not "Health, Education, Maintenance and Support."

Under both the Brunsting Family Living Trust and the QBD, the distributions are: (1) subject to the sole and absolute discretion of the trustee; and (2) as the trustee deems advisable for the health, education, maintenance and support of a beneficiary. Carl's and Candace's attorneys' fees

⁵ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

⁶ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 5-6, ¶¶ 4 and 10.

⁷ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

sought in their motion are not for their health, education, maintenance and support.⁸ Accordingly, the requested distributions are not authorized by the trust.

D. The Requested Distributions Violate the Spendthrift Provisions.

The spendthrift provisions plainly state they are designed to prevent interference and claims of third parties. Candace's and Carl's attorneys are third parties. When the spendthrift provisions of the trust and the *in terrorem* provisions are analyzed together, it becomes abundantly clear that the trust was not intended to pay Candace's and Carl's attorneys fees in this case. Accordingly, the requested distributions are prohibited by the trust.

E. There is No Justiciable Case or Controversy with Respect to the Request Distribution.

In the case of *Di Portanova v. Monroe*, the First District Court of Appeals explained:

Under a discretionary trust, the beneficiary is entitled only to the income or principal that the trustee, in his discretion, shall distribute to the beneficiary. The beneficiary of a discretionary trust cannot compel the trustee to pay him or to apply for his use any part of the trust property, nor can a creditor of the beneficiary reach any part of the trust property until it is distributed to the beneficiary. A court cannot substitute its discretion for that of a trustee, and can interfere with the exercise of discretionary powers only in cases of fraud, misconduct, or clear abuse of discretion.

A court of equity has no right to interfere with and control, in any case, the exercise of a discretionary power, no matter in whom it may be vested; a corporate body or individuals, the aldermen of a city, the directors of a bank, a trustee, executor or guardian; and I add, that meaning and principle of the rule, and the limitations to which it is subject, are in all the cases to which it applies, exactly the same. The meaning and principle of the rule are, that the court will not substitute

⁸ Although defendant was unable to find a case directly on point, the case of *Tedder v. Gardner Aldrich, LLP*, 421 S.W.3d 651 (Tex. 2013) appears instructive. The Texas Supreme Court held that attorneys fees in a divorce proceeding were not "necessaries." Defendant recognizes that there is a difference between "necessaries" and the HEMS standard, but nevertheless believes the HEMS standard would not include plaintiffs legal fees in the case at bar.

12082014:141B:P0052

its own judgment for that of the party in whom the discretion is vested, and thus assume to itself a power which the law had given to another[.]

In the absence of evidence of mala fides, the courts are disinclined to interfere where the trustee has been given discretionary powers The court will refuse to review his decision in the absence of a showing that he did not exercise his discretion in good faith or that his decision was unreasonable; for the trustee in such case stands in the position of an arbitrator.⁹

The First District Court of Appeals ultimately held that the ultimate issue decided by the trial court did not present a justiciable controversy for the trial court to resolve because the issue should have been left to the Trustees' discretion.¹⁰

Here, Candace and Carl ask this Court to usurp the powers of the trustees and substitute the court's discretion for that of the trustees in violation of the trust. The Court has no jurisdiction to make such determination, because there is no justiciable controversy for the trial court to resolve. There is no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.¹¹ Even if Candace and Carl made such allegations, there is no evidence to support such allegations.

F. No Contest Clause - Carl and Candace May Not Have An Interest.

Both Carl and Candace appear to concede that they have violated the trust's *in terrorem* clause. Both filed a declaratory judgment action asking this Court to rule that the trust's *in terrorem* clause is overly broad, against public policy, and not capable of enforcement, but neither challenges

⁹ *Di Portanova v. Monroe*, 229 S.W.3d 324, 330-331 (Tex. App.–Houston [1st Dist.] 2006, pet. denied)(internal citations omitted).

¹⁰ *Id.* at 331.

¹¹ *See* Candace's Motion and Carl's Motion.

12082014:1418:P0053

that their acts to date violated the *in terrorem* clause.¹²

If it is determined that the trust's *in terrorem* clause is capable of enforcement, then Carl and Candace do not have an interest in the trust.

If Carl and Candace do not have an interest in the trust, then there is no right to a distribution. Thus, until the Court resolves the *in terrorem* clause issues, there cannot be distributions to Carl and Candace. Furthermore, even if the *in terrorem* clause issues are resolved in favor of Carl and Candace, the requested distributions cannot be made for the reasons discussed above.

III. Prayer

For these reasons, Defendant Anita Kay Brunsting prays that Candace's and Carl's motion for distribution of trust funds be denied and that Defendant Anita Kay Brunsting receive all other relief, general and special, legal and equitable, to which she or the trust may be entitled.

Respectfully submitted,

/s/ Brad Featherston

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Counsel for Anita Kay Brunsting
In Capacities at Issue

¹² Exhibit 3, Carl's First Amended Petition; Exhibit 4, Candace First Amended Petition.

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Jason B. Ostrom
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Attorney for Candace Louis Curtis

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Bayless@baylessstokes.com

Attorney for Carl Henry Brunsting,
Individually and as Independent Executor of
the Estate of Elmer H. Brunsting and
Nelva E Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640
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Attorney for Carole Ann Brunsting

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132
Pro Se

via e-service or telefax on December 5, 2014, to Jason B. Ostrom, Bobbie G. Bayless, and Darlene Payne Smith, and by email to Amy Ruth Brunsting.

/s/ Brad Featherston

Bradley E. Featherston

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EXHIBIT 1

**THE RESTATEMENT OF
THE BRUNSTING FAMILY
LIVING TRUST**

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

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Houston, Texas 77079

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P230

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12082014:1418:P0056

Table of Contents

Introduction

| | |
|--------------------|--|
| Article I | Our Family Living Trust |
| Article II | Transfers of Assets to Our Trust |
| Article III | Our Right to Amend or Revoke This Trust |
| Article IV | Our Trustees |

Distributions From Our Trust

| | |
|---------------------|--|
| Article V | Insurance Policies and Retirement Plans |
| Article VI | For So Long As We Both Shall Live |
| Article VII | Upon the Death of One of Us |
| Article VIII | Administration of the Survivor's Trust |
| Article IX | Administration of the Decedent's Trust |
| Article X | Upon the Death of the Survivor of Us |

12082014:1418:P0057

Article XI Protection of Beneficial Interests

Article XII Our Trustees' Powers and Authority

General Matters

Article XIII Definitions

Article XIV Miscellaneous Matters

12082014:1418:P0058

THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement and all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

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Our trust may also be known as:

ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

| <u>Name</u> | <u>Birth Date</u> |
|-----------------------|-------------------|
| CANDACE LOUISE CURTIS | private |
| CAROL ANN BRUNSTING | private |
| CARL HENRY BRUNSTING | |
| AMY RUTH TSCHIRHART | |
| ANITA KAY RILEY | |

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

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during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

12082014:1418:P0062

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

12082014:1418:P0053

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:

12082014:1418:P0066

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.

12082014:1418:P0067

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.

12082014:1418:PO068

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

12082014:1418:P0069

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

12082014:1418:P0070

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

12082014:1418:P0071

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."

12082014:1418:P0072

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.

12082014:1418:P0078

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,

12082014:1418:P0074

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

12082014:1418:P0076

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.

12082014:1418:P0078

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;

12082014:1418:P0079

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.

12082014:1418:PO080

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

12082014:1418:P0081

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

12082014: 1418: P0082

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.

12082014:1418:P0089

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.

12082014:1418:P0084

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.

12082014:1418:P0085

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.

12082014:1418:P0086

Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

12082014:1418:P0089

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

12082014:1418:0091

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.

12092014:1418:P0092

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.

12082014:1418:P0099

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.

12082014:1418:P0094

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

12082014:1418:P0095

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.

12082014:1418:P0096

Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

| <u>Beneficiary</u> | <u>Share</u> |
|-----------------------|--------------|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| ANITA KAY RILEY | 1/5 |

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

- i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

12082014:1418:P0097

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.

12082014:1418:P0098

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:

12082014:1418:P0099

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.

12082014:1418:PO100

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.

12082014:1418:PO101

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

12082014:1418:PO102

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

12082014:1419:PO109

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.

12082014:1418:P0104

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

12082014:1418:P0106

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

12082014:1418:PO107

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.

12082014:1418:P0108

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.

12082014:1418:PO109

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:

12082014:1418:PO110

| <u>Beneficiary</u> | <u>Share %</u> |
|--|----------------|
| CENTRAL COLLEGE OF IOWA
Pella, Iowa | 100% |

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, 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.

12082014:1418:PO111

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.

12082014:1418:P0112

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.

12082014:1418:PO119

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.

12082014:1418:PO114

The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

12082014:141B:PO11B

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

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determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

12082014:1418:PO118

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

12082014:1418:PO119

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.

12082014:1418:PO120

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.

12092014:1418:PO121

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.

12082014:1418:PO122

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.

12082014:1418:PO123

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

12082014:1418:PO124

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.

12082014:1418:P0125

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.

12082014:1410: P0126

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.

12082014:1418:PO127

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

12082014:1418: P0128

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.

12082014:1418:PO129

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.

12082014:1418: P0130

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.

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Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlers" or any other name given to the makers of this trust either by law or by popular usage.
5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.
6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.
8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.
9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

12082014:1418:PO194

10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.
12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.
13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.
14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

12082014:1418:PO136

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.

12082014:1418:PO197

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.

12082014:1418:PO138

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

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

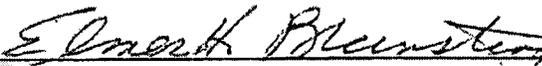
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Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005


ELMER H. BRUNSTING, Founder


NELVA E. BRUNSTING, Founder


ELMER H. BRUNSTING, Trustee


NELVA E. BRUNSTING, Trustee

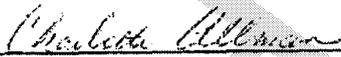
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THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.



Notary Public, State of Texas

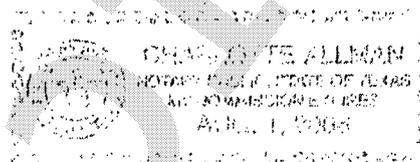


EXHIBIT 2

**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

12082014:1418:P0149

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

| <u>Beneficiaries</u> | <u>Share</u> |
|-----------------------|--------------|
| CANDACE LOUISE CURTIS | 1/5 |
| CAROL ANN BRUNSTING | 1/5 |
| AMY RUTH TSCHIRHART | 1/5 |
| CARL HENRY BRUNSTING | 1/5 |
| ANITA KAY BRUNSTING | 1/5 |

12082014:141B:PO144

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

12082014:1418:P0145

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

12082014:1418:PO146

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;

12082014:1418:PO147

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

12082014:1418:PO148

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

12082014:1418: P0149

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,

12082014:1418:P0150

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

12082014:1418:P0151

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

12082014:1418:P0152

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

12082014:1418:P0159

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

12082014:1418:P0154

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"

12082014:1418:P0155

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)

12082014:1418:P0156

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,

12082014:1418:P0157

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

12092014:1418:PO158

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

12082014:1418:P0159

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.

12082014:1418:PO160

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

12082014:1418:PO161

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

12082014:1418:PO162

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:

12082014:141B:P0164

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,

12092014:1418:P0165

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.

12082014:1418:PO166

- 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

12082014:1418:PO167

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

12082014:1418:P0168

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.

12082014:1418: P0169

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 herecin, 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

12082014:1418:PO170

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.

12082014:1418:PO171

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

12082014:1418:P0173

separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power: Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.
 5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.
- C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:
 - a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and
 - b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.
2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.
3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.
4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

12082014:1418:P0175

not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:
 - a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;
 - b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;
 - c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or
 - d. Abandon Property: Abandonment of such asset.
2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.
3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

- C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.
- D. Indemnification of Trustee from Trust Assets for Environmental Expenses:
1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.
 - a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:
 - (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;
 - (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;
 - (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and
 - (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.
 - b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:
 - (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

12082014:1418:PO177

- (ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.
2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.
3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.
- E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.
- F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

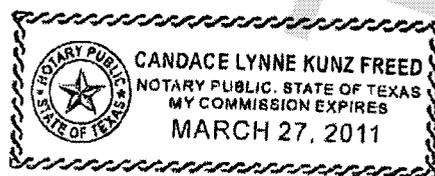
NELVA E. BRUNSTING,
Trustee

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



COPY

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EXHIBIT 3

NO. 412.249-401

PROBATE COURT 4

ESTATE OF § IN PROBATE COURT
 NELVA E. BRUNSTING, § NUMBER FOUR (4) OF
 DECEASED § HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, § IN PROBATE COURT
 individually and as independent §
 executor of the estates of Elmer H. §
 Brunsting and Nelva E. Brunsting §

vs. §

ANITA KAY BRUNSTING f/k/a §
 ANITA KAY RILEY, individually, §
 as attorney-in-fact for Nelva E. Brunsting, §
 and as Successor Trustee of the Brunsting §
 Family Living Trust, the Elmer H. §
 Brunsting Decedent's Trust, the §
 Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Anita Kay Brunsting §
 Personal Asset Trust; §
 AMY RUTH BRUNSTING f/k/a §
 AMY RUTH TSCHIRHART, §
 individually and as Successor Trustee §
 of the Brunsting Family Living Trust, §
 the Elmer H. Brunsting Decedent's Trust, §
 the Nelva E. Brunsting Survivor's Trust, §
 the Carl Henry Brunsting Personal §
 Asset Trust, and the Amy Ruth Tschirhart §
 Personal Asset Trust; §
 CAROLE ANN BRUNSTING, individually §
 and as Trustee of the Carole Ann §
 Brunsting Personal Asset Trust; and §
 as a nominal defendant only, §
 CANDACE LOUISE CURTIS §

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

FILED
 2017 JUN -7 PM 4:20
 Stan Stewart
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

**FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT,
 FOR AN ACCOUNTING, FOR DAMAGES, AND FOR
 IMPOSITION OF A CONSTRUCTIVE TRUST**

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Trust ("Elmer's Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Those are sometimes collectively referred to herein as the "Successor Trusts." Carl is also the beneficiary, but not the trustee, of the Carl Henry Brunsting Personal Asset Trust ("Carl's Trust") which was created pursuant to the terms of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment signed on 8/25/10 (the "8/25/10 QBD"). As will be further discussed herein, Plaintiff believes the 8/25/10 QBD was the result of undue influence, was done when Nelva lacked capacity and/or was created by deception so that Nelva did not understand or consent to the document. In fact, it is far from clear what documents Nelva even signed or knew existed.

3. Defendant Anita Kay Brunsting f/k/a/ Anita Kay Riley is Carl's sister. Anita has made an appearance in this action and may be served through her counsel of record. In her individual capacity and when acting pursuant to the power of attorney purportedly executed by Nelva on August 25, 2010 ("8/25/10 POA"), this Defendant will be referred to herein as "Anita." Anita was named as a successor trustee under the terms of the tainted 8/25/10 QBD. Pursuant to the terms of that document, upon Nelva's death, Anita was to become co-trustee of the Family Trust and the Successor Trusts. On December 21, 2010, however, Nelva purportedly signed a resignation of her position as trustee and appointed Anita to be her successor even before her death. From that point until her mother's death on November 11, 2011, Anita acted as the sole trustee of the Family Trust and the Successor Trusts. As will be discussed herein, Plaintiff believes Anita convinced Nelva to resign from her trustee position and to appoint Anita as her replacement through improper means and for improper purposes. The terms of the tainted 8/25/10 QBD made Anita co-trustee of Carl's Trust. Anita is also beneficiary and trustee of the Anita Kay Brunsting Personal Asset Trust ("Anita's Trust").

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4. Defendant Amy Ruth Brunsting f/k/a/ Amy Ruth Tschirhart ("Amy") is Carl's sister. Amy has made an appearance in this action and may be served through her counsel. Pursuant to the terms of the tainted 8/25/10 QBD, Amy became a co-trustee of the Family Trust and the Successor Trusts upon Nelva's death. Anita and Amy in their capacity as trustees of the Family Trusts and the Successor Trusts are sometimes collectively referred to herein as the "Current Trustees". Amy is also the beneficiary and the trustee of the Amy Ruth Brunsting Personal Asset Trust ("Amy's Trust"). The terms of the tainted 8/25/10 QBD also made Amy co-trustee of Carl's Trust.

5. Defendant Carole Ann Brunsting ("Carole") is Carl's sister. Carole has made an appearance in this action and may be served through her counsel. Carole was named in Nelva's health care power of attorney and was made a joint signatory on Nelva's bank account when Anita took over as trustee. Carole is also the beneficiary and trustee of the Carole Ann Brunsting Personal Asset Trust ("Carole's Trust").

6. Candace Louise Curtis ("Candy") is Carl's sister. Candy is named in this action only because these claims impact her rights as a beneficiary of various trusts. Plaintiff does not seek to recover any damages from Candy. Candy has waived service of citation. Candy and Carl were the only Brunsting siblings whose right to be trustees of their own trusts after Nelva died were extinguished by the changes implemented in the tainted 8/25/10 QBD. Candy is the beneficiary of the Candace Louise Curtis Personal Asset Trust ("Candy's Trust") of which Anita and Amy are the co-trustees.

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III.

Jurisdiction

7. Plaintiff brings this cause of action pursuant to Chapters 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code. More specifically, Plaintiff brings this proceeding to:

- (a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;
- (b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;
- (c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;
- (d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;
- (e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

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IV.

Venue

8. Venue in this cause is in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all, or substantially all, of the acts giving rise to Plaintiff's claims occurred in Harris County, Texas.

V.

Facts

9. On October 10, 1996, Elmer and Nelva established the Family Trust. The Family Trust was restated on January 12, 2005. The Family Trust was initially revocable, but only until the death of either Elmer or Nelva. Thus, when Elmer died on April 1, 2009, the Family Trust became irrevocable. At that point, the Family Trust's assets were to be divided between Elmer's Decedent's Trust and Nelva's Survivor's Trust pursuant to Article VII of the Family Trust.

10. At some point, Anita and Amy implemented a plan to take over their parents' remaining assets and divide the spoils. That plan was made feasible when Carl became seriously ill with encephalitis in July, 2010. Carl had been an obstacle to Anita and Amy's plans, so they seized the opportunity to become even more aggressive in controlling their mother's actions. Carole's initial resistance to Anita and Amy's scheme was apparently eliminated through transfers of assets to which she was not entitled.

11. Anita and Amy carried out their plan of replacing their mother's wishes with their own with the help of Nelva's own legal counsel. The result was the tainted 8/25/10 QBD. Through bullying and deception, that document was executed without regard to Nelva's capacity and notwithstanding Nelva's apparent lack of understanding, knowledge, or consent to what was occurring. The 8/25/10 QBD removed Carl from his successor trustee roles. At that time all prior

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powers of attorney were revoked and replaced with one giving Anita control of her mother's affairs. During the same period, Nelva's safe deposit box to which Carl had access was closed and a new one opened giving Anita access instead. Anita and Amy apparently determined which documents would be prepared, regardless of whether Nelva agreed with or even knew what they were doing. The only document which Anita and Amy wanted but seem to have been unsuccessful in implementing was a document intended to exclude Carl's daughter and granddaughter from inheriting through Nelva.

12. Perhaps because it became too difficult to even pretend to be obtaining Nelva's signature on documents needed to take all the steps Defendants wanted to take, or because Anita, Amy, and Carole did not want to wait for Nelva's death to begin using her assets for their own purposes, other steps were taken to obtain complete control of Nelva's assets, however held. Anita and Amy's continued efforts resulted in Nelva's purported resignation as trustee and purported appointment of Anita as substitute trustee of the Family Trust and the Successor Trusts on December 21, 2010. Thereafter, Anita used her position as trustee to repeatedly transfer assets for her own benefit and that of her children, for Amy's benefit and the benefit of Amy's children, and for Carole's benefit. Anita disregarded the terms of the Family Trust as she saw fit. For example, Anita began paying herself an exorbitant trustee's fee. Anita also began paying her own credit card bills, as well as other personal expenses, such as payments for her children's automobiles and educational expenses, from the Family Trust and Successor Trusts' accounts.

13. On December 31, 2010, an account was established, allegedly for Nelva's benefit to be used on day to day expenses but on which Carole was a signatory. Over the next year, more than \$150,000 was transferred from trust accounts by Anita and spent by Carole on what appears to be predominantly items for Carole's own benefit. At the same time, Anita was draining the other

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accounts owned by Elmer's estate, Nelva, or the Successor Trusts, at least in part for her own purposes and/or other improper purposes.

14. On March 24, 2011, Anita divided the more than 4,000 shares of Exxon Mobile stock purportedly owned by the Family Trust between Elmer's Decedent's Trust and Nelva's Survivor's Trust. Then on May 9, 2011, Anita transferred 1,120 shares of that stock from Nelva's Survivor's Trust to Amy. On June 13, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to herself, and on June 15, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to Candy. An finally, on June 15, 2011, Anita transferred 1,325 shares from Elmer's Decedent's Trust to Carole. No shares were transferred to Carl, despite Anita's knowledge of Carl's serious health crisis and large medical expenses. In fact, Carl's family was not even informed of the transfers of stock and did not learn about them until after Nelva's death.

15. On June 14, 2011, Anita also transferred 135 shares of Chevron stock purportedly owned by Nelva's Survivor's Trust to each of her two children and to each of Amy's two children. No similar gift was made to either Carl's daughter or granddaughter or to Candy's two sons. Moreover, Carl's entire family was excluded from conversations addressing the status of the Brunsting estate, changes in the trusts, and Nelva's removal from involvement with and control over the trusts. Instead of assisting with Carl's medical bills, it is believed that trust assets were used to hire investigators to follow Carl's wife of 30 years and that a GPS tracking device was even placed on Carl's wife's car without her consent, at the apparent direction of Anita and Amy.

16. On Nelva's death on November 11, 2011, Amy joined Anita as co-trustee of the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Assets were to be divided equally into separate trusts for each of the Brunsting children upon Nelva's death. Until the tainted 8/25/10 QBD, each of the Brunsting children would have been trustee of their own trusts, but in the

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tainted 8/25/10 QBD, both Carl and Candy were removed as trustees of their own trusts. Instead, Anita and Amy were named co-trustees of both Carl's Trust and Candy's Trust.

17. Of course, by the time of Nelva's death, the remaining assets had already been plundered. Indeed, two days before Nelva died, Anita even closed the safe deposit box used by Nelva and no inventory of its contents have ever been provided although it had been where valuable items and documents had been kept. A number of valuable items remain unaccounted for after Nelva's death, such as a significant amount of savings bonds which it is believed either Anita, Amy, or Carole have not admitted they discovered and kept. Likewise, no effort was made to value, preserve, inventory, and properly divide personal property.

18. Of course, many things have not been accounted for or properly shared with Plaintiff. Plaintiff has not, for example, been provided with a copy of the lease of the most valuable asset his parents owned, a multimillion dollar farm in Iowa. To the extent information has been provided because Plaintiff has sought it and even filed a pre-suit discovery action to obtain it, that information has made it clear the plundering started long ago and only court intervention or complete dissipation of the assets will stop it. Apparently the Current Trustees believe the division of assets should be made based on the terms of the tainted 8/25/10 QBD, and without taking into consideration what Anita, Amy & Carole have already taken.

v.

Construction of Trust and Suit for Declaratory Judgment

19. The 8/25/10 QBD contains a broad *in terrorem* clause providing that a party forfeits their interest in the resulting trust if contesting its provisions. Plaintiff asserts that the *in terrorem* clause is overly broad and void as against public policy because it prohibits the trust beneficiaries

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VI.

Demand for Trust Accounting

24. The Current Trustees have provided insufficient, conflicting, and unsupported information to Plaintiff accounting for the assets and transactions concerning the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Neither the Current Trustees nor Carole have provided any accounting of the bank account on which Carole was a joint signatory with her mother.

25. The Texas Trust Code and the trust indentures require the Current Trustees to keep complete and accurate books of account with regard to the trusts, trust property and all transactions pertaining thereto and to provide the appropriate information to the beneficiaries, but they have failed to do so. Plaintiff, therefore, requests that this Court order Defendants to account for the administration of all the trusts.

VII.

Breach of Fiduciary Duties

26. Anita and Amy have breached their duties as fiduciaries, both because of their formal positions as trustees of the various trusts, as agents for Nelva, and/or because of their family relationship to their parents and their brother. Carole had fiduciary duties to Plaintiff, because of the position of trust she held with her elderly parents and her brother and also because she was a signatory on Nelva's bank account. Not only is the family relationship one involving a high degree of trust, influence, and confidence, but in this particular case, the fiduciary obligations were magnified because of the dominance on the part of the fiduciaries and the weakness and dependence on the part of the parties to whom Defendants owed fiduciary duties. They have breached their responsibilities by, among other things, transferring valuable property without receiving appropriate

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consideration and taking assets for their own benefit and use and in violation of their duties and the trust instruments themselves. Breaches of fiduciary duty by Defendants include, but are not limited to, the following:

- a. failing to keep and provide clear, regular, accurate, and complete accountings of assets;
- b. resisting accountings of property and transactions;
- c. failing to abide by the terms of the various trust instruments;
- d. failing to preserve property and to prevent losses of property;
- e. conveying property in ways which were detrimental and in violation of their obligations;
- f. entering into transactions which were not in the best interests of persons and trusts to whom they owed fiduciary obligations;
- g. becoming involved in matters in which Anita, Amy, and Carole represented interests which conflicted with those of their parents, Carl, and the trusts and their beneficiaries, including Nelva;
- h. failing to be loyal to their family members and the trust beneficiaries and to take actions based upon the best interests of Nelva, Carl, and the trusts;
- i. failing to deal impartially, fairly, and equally with Nelva, Carl, and the trusts;
- j. failing to prevent transfers, gifts, or removal of assets;
- k. failing to make appropriate and equal distributions;
- l. failing to adequately inform the beneficiaries about assets and transactions and beneficiaries' rights;

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- m. misrepresenting or allowing misrepresentations concerning assets and transactions and beneficiaries' rights;
- n. failing to prevent transactions which were detrimental to their family members and the trusts;
- o. allowing the payment of inappropriate amounts from assets they purportedly held as fiduciaries; and
- p. failing to follow and otherwise enforce the terms of the trust instruments.

27. In connection with actions by Defendants with regard to transactions involving self-dealing, Defendants, acting in a fiduciary capacity have the burden of establishing the propriety of those transactions. Defendants must prove those transactions were fair and equitable to Plaintiff, and the transactions at issue in this case clearly were not.

28. As a result of Defendants' actions described herein, Plaintiff has been damaged. Because Defendants' actions were committed willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

VIII.

Conversion

29. Plaintiff owned, possessed, or had the right to possession of certain personal property, including, but not limited to, stock, accounts at financial institutions, contents of a safe deposit box, and savings bonds over which Defendants wrongfully exercised dominion or control.

30. Plaintiff has suffered damages as a result of Defendants' actions. Because Defendants' conversion was committed willfully and maliciously, Plaintiff also request that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

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CONFIDENTIAL DEFENDANT

IX.

Tortious Interference with Inheritance

31. Defendants' actions also constitute tortious interference with Carl's inheritance rights.

Through duress, manipulation, and outright deception, Defendants obtained valuable assets which would have otherwise passed by inheritance, thus preventing Carl from receiving what he would otherwise have received from his parents' estates.

32. Carl has been damaged as a result of Defendants' actions. Defendants' actions were committed willfully, maliciously, and with the intent to conceal the true nature of the estate and the trusts, all to Carl's detriment. Accordingly, Carl also requests that exemplary damages be awarded against Defendants. Carl seeks monetary damages in excess of \$1 million.

X.

Constructive Trust

33. Plaintiff seeks the imposition of a constructive trust over the assets to which he is entitled, including all property improperly transferred by Anita and Amy, including, but not limited to, the property received by Anita, Amy, Carole, and their insiders or related entities, as well as the profits Defendants received as a result of the transfer of those assets. Plaintiff also seeks the imposition of a constructive trust over the assets of Anita, Amy, and Carole's Trusts to the extent needed to reverse the improper transfers. Plaintiff thus requests a distribution of those assets in the amount lawfully due the Plaintiff, together with all interest accrued from the time such distribution should have been made.

12082014:1418:PO193

EXHIBIT 101 - HOUSE

XI.

Fraud

34. On information and belief, Plaintiff alleges that Defendants made material, false representations to Nelva concerning the actions which were being taken with regard to her assets and the Family Trust, as well as the rights, responsibilities, and changes that were being made to the Family Trust. It is also believed that Defendants misled Nelva about the impact those changes would have, both on Nelva's assets and interest in the Family Trust and on Nelva's wishes concerning the disposition of her estate. Defendants knew the representations were false when they were made, or at the very least, Defendants made the representations recklessly. The representations were made by Defendants with the intent that Nelva act on them. Nelva relied on those representations, and as result, Plaintiff suffered injury.

35. Plaintiff has been damaged as a result of Defendants' actions. Because Defendants' actions were made willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

XII.

Civil Conspiracy

36. Defendants combined to accomplish the unlawful objectives of facilitating the breach of duties to Plaintiff and interference with Plaintiff's rights, as well as the commission of fraud and fraudulent concealment. Defendants had a meeting of the minds on the object or course of action, and all of the Defendants committed unlawful overt acts to further the conspiracy. Such actions by Defendants amount to a civil conspiracy.

37. Plaintiff has been damaged as a result of Defendants' actions. Defendants' actions in furtherance of the civil conspiracy were taken willfully and maliciously, all to the detriment of

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USDC SD TX

Plaintiff. Accordingly, Plaintiff also requests exemplary damages. Plaintiff seeks monetary damages in excess of \$1 million.

XIII.

Fraudulent Concealment

38. Plaintiff was not aware of Defendants' wrongful actions because Defendants took affirmative steps to deceive Nelva and Carl and to conceal their wrongful actions from Nelva and Carl. Upon information and belief, such deception included misleading Nelva about what was being done, what she was being asked to sign, why she was being asked to sign it, what would happen if she signed it, and the status of her assets. Carl was not given any information concerning the actions being taken by Defendants. As a result of this affirmative deception by Defendants and Nelva and Carl's reasonable reliance on that deception, Plaintiff did not know of these claims in this action until well after his mother's death on November 11, 2011. In fact, Plaintiff still does not know the full extent of his claims.

XIV.

Discovery Rule

39. Plaintiff affirmatively pleads the discovery rule and asserts that his claims have been brought within the required periods from the date when he knew, or reasonably should have known, that his claims had accrued.

XV.

Tolling of Limitations

40. Tex. Civ. Prac. & Rem. Code Ann. §16.062 tolls the limitations period for Plaintiff because of Elmer and Nelva's deaths.

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XVI.

Conditions Precedent

41. All conditions precedent to the recovery of the relief sought hereunder have occurred or have been performed. Plaintiff is prosecuting this action in good faith and with just cause for the purpose of *determining and protecting the assets of the trusts.*

XVII.

Prejudgment Interest

42. Plaintiff is also entitled to prejudgment interest on his claims.

XVIII.

Request for Attorneys' Fees

43. Plaintiff requests that he be allowed to recover his fees and expenses for this action pursuant to Tex. Civ. Prac. Rem. Code Ann. §37.009. Plaintiff further requests that this Court award Plaintiff his costs and reasonable and necessary attorney's fees which had to be incurred prior to and in connection with this matter pursuant to Tex. Prop. Code Ann. §114.064. Plaintiff also seeks awards for any appellate fees that may be required in connection with this action.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the parties listed above be cited to appear and answer, and that on final hearing this Court declare the rights, duties and liabilities of the parties to the Trust and enter a judgment as sought by Plaintiff and for such other and further relief to which Plaintiff may show himself justly entitled.

12082014:1418:PO196

Respectfully submitted,

BAYLESS & STOKES

By: 

Bobbie G. Bayless
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Houston, Texas 77098
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bayless@baylessstokes.com

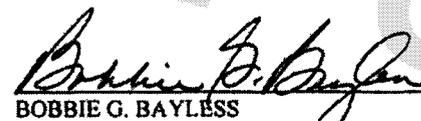
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to counsel of record via Telecopier on the 7th day of June, 2013, as follows:

Maureen Kuzik McCutchen
George W. Vie, III
2228 Mechanic, Suite 400
P.O. Box 1943
Galveston, TX 77553

Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010


BOBBIE G. BAYLESS

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

EXHIBIT 4

CANDACE LOUISE CURTIS,
PLAINTIFF

VS.

ANITA KAY BRUNSTING,
AMY RUTH BRUNSTING,
AND DOES 1-100,
DEFENDANTS

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-00592
JUDGE KENNETH M. HOYT

JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED PETITION

I. PARTIES

1. Plaintiff, Candice Louis Curtis is a citizen of the State of California.
2. Defendant Anita Kay Brunsting is a citizen of the State of Texas, who has answered and appeared herein.
3. Defendant Amy Ruth Brunsting is a citizen of the State of Texas, who has answered and appeared herein.
4. Necessary Party and involuntary plaintiff is Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, who is a citizen of the State of Texas and is expected to waive the issuance of citation. He is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.
5. Necessary Party is Carole Ann Brunsting, who is a citizen of the State of Texas, and who can be served with citation at 5822 Jason St., Houston, Texas 77074. She is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

12082014:1418:PO197

12082014:1418:PO199

II. JURISDICTION AND VENUE

6. This Court had jurisdiction of the state law claims alleged herein pursuant to 28 USC § 1332(a)(1) – 28 USC § 1332(b), and 28 USC § 1332(C)(2) in that this action is between parties who are citizens of different states and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interests and costs. Jurisdiction may be destroyed if all necessary parties are joined.
7. The Res in this matter includes assets belonging to the Brunsting Family Living Trust (“Trust”) and assets belonging to the Estate of Nelva Brunsting, Deceased, under the care and control of Necessary Party Carl Brunsting.

III. NATURE OF ACTION

8. This action arises out of the misappropriate and mismanagement of assets that belonged to Nelva Brunsting during her life and of assets that belonged to the Brunsting Family Trust, and the execution of invalid documents seeking to amend the Brunsting Family Trust.

IV. CAUSES OF ACTION

9. Breach of Fiduciary Duty. Defendants Anita Brunsting and Amy Brunsting are Co-Trustees of the Trust and owed to Plaintiff, Carl Brunsting, and Carole Brunsting, a fiduciary duty, which includes : (1) a duty of loyalty and utmost good faith; (2) a duty of candor; (3) a duty to refrain from self-dealing; (4) a duty to act with integrity of the strictest kind; (5) a duty of fair, honest dealing; and (6) a duty of full disclosure. Defendants have violated this duty by engaging in self-dealing, by failing to disclose the existence of assets to Plaintiff, by failing to account to Plaintiffs for Trust assets and income, by failing to place Plaintiff’s interests ahead of their own, and by making distributions that deviate from the strict language of the Trust. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment

interest and costs of court.

10. Fraud. Defendants Anita Brunsting and Amy Brunsting made misrepresentations of material facts with the intent that Plaintiff rely upon them, and Plaintiff did rely upon such misrepresentations to her detriment. Such misrepresentations included statements regarding the Trust, Trust assets, and her right to receive both information and Trust assets. On information and belief, Defendants made fraudulent misrepresentations to Nelva Brunsting upon which she relied to her detriment and to the ultimate detriment of her Estate. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment interest both on behalf of herself, and on behalf of the Estate of Nelva Brunsting, Deceased.
11. Constructive Fraud. Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff and with Nelva Brunsting, Defendants owed Plaintiff and Nelva Brunsting legal duties. The breaches of the fiduciary duties discussed above and incorporated herein by reference constitute constructive fraud, which caused injury to both Nelva Brunsting's Estate and Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages individually and on behalf of Nelva Brunsting's Estate.
12. Money Had and Received. Defendants have taken money that belongs in equity and good conscience to Plaintiff, and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and court costs.
13. Conversion. Defendants have converted assets that belong to Plaintiff as beneficiary of the Brunsting Family Trust, assets that belong to the Brunsting Family Trust, and assets that belonged to Nelva Brunsting and that should be a part of her Estate. Defendants have

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wrongfully and with malice exercised dominion and control over these assets, and has damaged Plaintiff, the Brunsting Family Trust, as well as the Estate of Nelva Brunsting by so doing. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs, both individually and on behalf of the Decedent's Estate.

14. Tortious Interference with Inheritance Rights. A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortiously interfered with Plaintiff's inheritance rights. Plaintiff seeks actual damages as well as punitive damages.
15. Declaratory Judgment Action. The Brunsting Family Trust was created by Nelva and Elmer Brunsting, and became irrevocable upon the death of Elmer Brunsting. After his death, Nelva executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents"), which attempted to change the terms of the then-irrevocable Trust. Upon information and belief, Nelva did not understand what she was signing when she signed the Modification Documents, and signed them as a result of undue influence and/or duress. Plaintiff seeks a declaration that the Modification Documents are not valid, and further that the *in terrorem* clause contained therein is overly broad, against public policy and not capable of enforcement. Plaintiff further seeks a declaration as to her rights under the Brunsting Family Trust. Plaintiff contends and will show that she has brought her action in good faith.
16. Demand for Accounting. Plaintiff seeks a formal accounting from Defendants in compliance

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with the Texas Property Code.

V. JURY DEMAND

17. Plaintiff hereby makes her demand for a jury trial in this matter.

VI. PRAYER

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, actual and exemplary damages will be awarded to the Estate of Nelva Brunsting, that pre- and post-judgment interest and costs of court will be assessed against the Defendants, and that she be granted such other and further relief to which she may show herself justly entitled.

Respectfully Submitted,

OSTROM/*Sain*
A limited liability Partnership

BY: /s/ Jason B. Ostrom
JASON B. OSTROM
(Fed. Id. #33680)
(TBA #24027710)
NICOLE K. SAIN THORNTON
(TBA #24043901)
5020 Montrose Blvd., Ste. 310
Houston, Texas 77006
713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

12082014:1418:P0202

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

| | | |
|--------------------------|---|---------------|
| CANDACE LOUISE CURTIS | § | |
| | § | |
| <i>Plaintiff,</i> | § | |
| V. | § | 4:12-CV-00592 |
| | § | |
| ANITA KAY BRUNSTING, AND | § | |
| AMY RUTH BRUNSTING | § | |
| | § | |
| <i>Defendants.</i> | § | |

RESPONSE OF DEFENDANTS TO REPORT OF MASTER

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Defendants Anita Kay Brunsting and Amy Ruth Brunsting file this Response to the Report of the Master. Defendants desire to clarify certain matters in the report and to provide to the Court relevant background information they provided to the Master and on which the Master relied in his report. To the extent necessary under Rule 53, and to the extent the Court treats any part of the Master’s report as a finding of fact, Defendant’s clarifying information may also be considered an objection to the related finding of fact, under Rule 53(f)(2) and (3).

RESPONSES TO MATTERS NOTED IN THE REPORT

1. In section II of the Report, at page 3, the Master notes that counsel for Defendants provided a letter in explanation of certain distributions on 7/15/2013. In section III of the Report, at page 4, the Master notes that he relied on information and explanations supplied in the 7/15/2013 letter. Another reference to the letter is made in Section VII at page 10. In order that the Court may have the benefit of that information, a true copy of the letter to the Master is attached as Appendix Item 1.

2. In section V of the Report, the Master notes certain exceptions to the Report and references missing documents. The Defendants have complied in good faith with the requests of the Master for information and assistance, which were all reasonable requests. The following explanations or comments address certain of the Master's noted exceptions.

A. At page 6, the Master notes that he did not receive monthly statements for payments on a Bank of America credit card. The payments to the Bank of America credit card were for Defendant Anita Brunsting's trustee fee compensation. The Master was advised of the payments to a personal card in the 7/15/2013 letter at paragraph 1. Other prior counsel for the Trust had calculated a reasonable fee for Ms. Brunsting, as also related in the 7/15/2013 letter. The payments to the credit cards are documented on the bank statements provided to the Master, as he notes.

B. At page 7, the Master notes that statements were not received for Bank of America checking account ending in 9546, from 12/14/2011 to the effective date of the Report. As noted in the 7/15/2013 letter, the Trustee was not a signatory on this account; rather, Defendants' mother placed their sister Carole Brunsting on the account as a Joint Tenant with Right of Survivorship, so Carole could assist with Mrs. Brunsting's day-to-day expenses. The Trustee did transfer funds into this account for her mother and Carole to write checks or make withdrawals for her mother's needs. Defendants believe the referenced account was closed approximately January 2012 but do not have the final statement. It was not obtained by their sister before the Master's tender of the report, but likely can be obtained.

C. The Master further notes that statements were not received for an account with Edward Jones ending in 5-1-6, after 4/26/2013 to the effective date of the Report. Defendants respond that no statements have been posted by Edward Jones after 4/26/2013, and therefore there are no documents that could be provided after that date and through May 31, 2013.

D. The Master further notes that statements were not received for a Chevron dividend investment account ending in 9423, from 12/31/2011 to 5/31/2013. Defendants respond that they are missing statements from 9/11/2012 through 6/9/2013, and no additional statements have been posted by Computershare. Defendants were not able to determine from Computershare why no statements have been posted, but did provide the transaction history to the Master to evidence of dividend reinvestment and that no funds had been removed from the account.

E. The Master notes that statements were missing for an ExxonMobil dividend reinvestment account ending in 6287, from 9/30/2012 to 5/31/2013. Defendants respond that they provided statements to the Master from 9/12/2012 to 5/10/2013 as part of a transmittal of supplemental documents on 7/5/2013. The fact that additional records were provided on 7/5/2013 is referenced at Section II, page 5, of the Master's report. Defendants' transmittal letter to the Master is attached as Appendix Item 2.

F. The Master notes that statements were missing for a John Deere dividend reinvestment account. Defendants comment that they did provide a May 2013 statement to the Master.

3. In Section VI of the Report, addressing Stock Distributed, the Master notes “[a] final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.” Defendants respond that they believe the Master is referring to the shares in the survivor’s trust Chevron account ending in 7657. The Defendants only have a tax statement for 2012 and did provide a 6/10/2013 statement as referenced in Appendix Item 2. There are currently 38.334668 shares in this account.

4. Additionally in Section VI, at page 9, the Master notes that 95 shares of Met Life Inc. shares were attributed to the Trust “however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.” Defendants did provide the Master in the initial set of documents with an accounting (“the Vacek accounting”) that has a schedule B. That schedule is a survivor’s trust asset list and there notes a December 2010 value for the same 95 shares of Met Life Inc. stock. This is some evidence as to the shares available at the beginning of the Master’s report period.

5. Additionally in Section VI, at page 9, the Master notes that “[o]nly 0.04946 shares of [Deere and Company] were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.” Defendants did provide a transaction history at Bates number AABrunsting.Financials004272; also the Vacek accounting shows 9.5807 shares in December 2010 and 9.7125 shares March 2012, while the transaction history provided

to the Master on 7/5/13 evidences 9.9117 shares in the survivor's trust (and none in the decedent's trust). Defendants believe the shares are accounted for.

6. In Section VII, at page 10 the Master notes that he prepared an account titled *Payments to Credit Cards* in the Expense/Distributions section of the Report, and that this account references payments to a Bluebonnet credit card account. The Master does not note monthly statements and some supporting documentation were provided for the credit card account. Defendants add that this was their mother's personal credit card and that she allowed caretakers to use it as needed to purchase groceries, medical supplies, and other similar necessities.

7. Finally, Defendants would emphasize that as to the Stock Distribution Analysis, attached as Exhibit 3 to the Master's Report, all of the distributions noted on that exhibit were during the life of Defendants' mother and at Mrs. Nelva Brunsting's directions. These distributions continued Nelva Brunsting's prior history of gifting and are discussed in several paragraphs of the 7/15/2013 letter.

CONCLUSION AND RELIEF SOUGHT.

8. Defendants are individuals, not financial professionals. They concede, as the Master notes, that they used the Quicken electronic files to maintain Trust records but neither they nor their parents had used a more fully integrated bookkeeping system. Still, Defendants have endeavored to meet their obligations under the Trust in good faith, notwithstanding the number of accounts involved; the transferences upon death of their parents; the transition of client records that resulted from Computershare purchasing BNYMellon; a life insurance trust, farm lease, and other matters. They have provided all

documents they had access to or were able to obtain from providers and vendors within the period of the Report.

Defendants Anita Kay Brunsting and Amy Ruth Brunsting pray that the Court take notice of this filing.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

By: /s/ George W. Vie III
George W. Vie III

Fed. Id. No. 12402

State Bar No. 20579310

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gvie@millsshirley.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing; those who are not filing users will be served by email and regular mail. Additionally, non-party beneficiaries will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ George W. Vie III

George W. Vie III

Appendix Tab 1

MILLS SHIRLEY L.L.P.

ESTABLISHED 1846

GEORGE W. VIE III
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July 15, 2013

Re: Case No. 4:12-cv-00592; *Candace Louise Curtis v. Anita Kay Brunsting et al* – In the United States District Court for the Southern District of Texas, Houston Division

Mr. William G. West, C.P.A. & Bankruptcy Trustee
Southern District of Texas
12345 Jones Road, Suite 120
Houston, TX 77070

Dear Mr. West:

We previously delivered three binders, a folder, CDs (Bates #s AABrunsting.Financials 002359-004082) and a chart of the Brunsting accounts to you as requested and pursuant to the Court's order. We also delivered an additional binder and CD (Bates #s AABrunsting.Financials 004083-0042832). We want to provide the following information to assist you in your review of the documentation and to provide some background and context you otherwise might not have.

1. Under the terms of the Living Trust and its sub-trusts, the Trustee is entitled to a fee. Anita Brunsting became Successor Trustee on December 21, 2010. Ms. Brunsting consulted with Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, to determine the percentage amount of her fee. Instead of taking her \$41,070.08 Trustee's fee in cash, Ms. Brunsting paid her personal credit cards with trust assets and paid for some of her children's college expenses beginning May 5, 2011, through November 8, 2011. During this period, two percent of the trust value was \$45,826.00; thus we contend the Trustee's fee was reasonable. (See Bates 002346).
2. Mr. and Mrs. Brunsting had a history of making financial gifts to their five children as well as their seven grandchildren. Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses. Mrs. Brunsting continued gifting when she was

Mr. William G. West
July 15, 2013
Page 2

Trustee. The financial documents we have provided will not show all of the gifts to the older children and the older grandchildren, since many gifts were made prior to Mr. Brunsting's death. Because Anita and Amy are the youngest children and, in turn, their children are the youngest grandchildren, gifts to them may seem to predominate, when in fact all previous gifts to the older children and older grandchildren may not be reflected in the records. (See Bates 002341-002343). Further, prior to Anita becoming Trustee, Mr. and Mrs. Brunsting gave Candace Curtis at least \$42,000.00 and loaned her an additional \$20,000.00 against her inheritance. After Anita became Trustee, her mother requested that an additional \$11,000.00 in gifts be made to Candace Curtis (detailed below). See enclosed spreadsheet detailing gifts.

3. When Anita Brunsting became Trustee in December 2010, Mrs. Brunsting wanted to continue her history of gifting to her children and grandchildren. In May 2011, at her mother's direction, Anita transferred stock from the Survivor's Trust to Amy so that Amy could pay off her mortgage, and in June 2011 transferred stock from the Decedent's Trust to Carole so that Carole could update her home and pay off her mortgage. Note that Mrs. Brunsting wanted to ensure that Amy's and Carole's homes were paid off as she and her husband did the same for Anita in approximately 2005. (See Bates 002342-002343). Amy and her husband divorced and Mrs. Brunsting was concerned about the welfare of Amy and her children since Amy's ex-husband terminated his parental rights and was not paying any child support. Mrs. Brunsting also instructed Anita to make gifts to Amy's two children, J.B. and A.B., and for Anita's two children, Katie Riley and Luke Riley for future car and college expenses. Each of the four grandchildren received 135 shares of Chevron stock from the Survivor's Trust in June 2011. (See Bates 002343) Before Anita transferred the stock at her mother's instructions, she consulted with attorney Candace Freed of Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, and accountant Rich Rikkers confirming it was not improper to make these transfers.
4. In November 2010, Mrs. Brunsting sent an e-mail to Amy Brunsting stating Mrs. Brunsting was gifting Amy \$13,000.00, although the transfer was not complete until 2011. Specifically, \$7,000.00 was given on December 31, 2010, and \$6,000.00 was given on January 19, 2011 (See Bates 002333, 002360).
5. Mrs. Brunsting informed Anita that she had been giving money to Candace and instructed her to continue to give Candace what she needed. In April 2011, Anita gave \$3,000.00 to Candace Curtis. (See Bates 002334, 002374) In June 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002336, 002384). In August 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002337, 002395) In October 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002338, 002404) In November 2011, Anita gave \$2,000.00 to Candace Curtis. In November 2011, Mrs. Brunsting instructed Anita to give \$2,000.00 for her son,

Mr. William G. West
July 15, 2013
Page 3

- Luke Riley's education. (See Bates 002339, 002408-002409). Anita distributed \$12,585.60 in Exxon stock from the survivor's trust to Candace Curtis in June 2011 for a reserve to help Candace Curtis with expenses, should Mrs. Brunsting passed away.
6. In approximately July 2010, Carl Brunsting became very ill. He was hospitalized and, for a period of time, lived with Mrs. Brunsting instead of his wife, Drina Brunsting. Mrs. Brunsting paid almost \$47,000.00 for personal care providers for Carl. (See Bates 002344-002345).
 7. Anita Brunsting resides in Victoria, Texas, approximately two hours and approximately 120 miles from her parents' home in Houston. Because Anita could not be with her mother on a daily basis, it was not practical for Anita to oversee her mother's daily incidentals. Thus, Mrs. Brunsting placed Carole Brunsting as a Joint Tenant with Right of Survivorship on one of her Bank of America accounts (ending in 9546), so Carole could assist with Mrs. Brunsting's day-to-day expenses. Since Anita was not a signatory on this account she, as Trustee, transferred funds into this account for her mother and Carole to write checks or make withdrawals for her mother's needs. Note that on April 7, 2011, a \$3,000.00 gift was given to Candace Curtis from this account. (See Bates 002336-002340). (This is in addition to the gifts to Candace Curtis described above.)
 8. The Brunsting family home was sold in March 2012 and \$433,129.52 was deposited into the Survivor's Trust at Bank of America (account ending in 3523). (See Bates 002439) Because the deposits would exceed the FDIC limit, Anita Brunsting transferred \$167,000.00 to a Bank of America account ending in 3536. (See Bates 002459, 002524) However, this is an account of the Decedent's Trust, not the Survivor's Trust, so the funds were then transferred to a Survivor's Trust savings account at Bank of America (account ending in 8577). (See Bates 002527, 002576).

If you have any questions regarding the funds or transfers between accounts, my clients and I will be happy to answer them.

Thank you.

Sincerely,

/s/ George W. Vie III

George W. Vie III

255001/100925.3

17-20360.1638

| Date | Gift | Stock price | amount | Person | purpose |
|------------------------------|-------------------------------|-------------|---------------------|------------------|---|
| Mom/Dad were trustees | | | | | |
| 12/21/2010 | trxf | | \$ 7,000.00 | Amy Brunsting | mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights |
| 1/4/2011 | trxf | | \$ 6,000.00 | Amy Brunsting | mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights |
| 6/22/2009 | | | \$ 1,000.00 | Amy Brunsting | college fund |
| 7/14/2009 | | | \$ 1,000.00 | Amy Brunsting | college fund |
| 11/14/2007 | chk# 5715 | | \$ 5,000.00 | Amy Brunsting | unsolicited gift |
| 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 | unsolicited gift |
| 6/24/2009 | chk# 6278 | | \$ 1,000.00 | Anita Brunsting | graduation gift to me for finishing my doctorate |
| 7/14/2009 | chk# 6294 | | \$ 1,000.00 | Anita Brunsting | college fund |
| 9/8/2009 | chk# 6338 | | \$ 1,000.00 | Anita Brunsting | college fund |
| 10/19/2009 | chk# 6403 | | \$ 1,250.00 | Anita Brunsting | |
| 1/20/2006 | chk# 5142 | | \$ 200.00 | Anita Brunsting | college fund |
| 1/31/2006 | chk# 5155 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 2/21/2006 | chk# 5172 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 4/1/2006 | chk# 5233 | | \$ 150.00 | Anita Brunsting | mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one |
| 1/10/2003 | chk# 3920 | | \$ 200.00 | Anita Brunsting | college fund |
| 2/11/2002 | chk# 3527 | | \$ 200.00 | Anita Brunsting | college fund |
| | Total Anita Brunsting | | \$ 10,300.00 | | |
| 3/17/2010 | chk # 6386 | | \$ 750.00 | Candy Curtis | |
| 1/27/2009 | chk # 6124 | | \$ 2,000.00 | Candy Curtis | |
| 7/29/2009 | chk# 6309 | | \$ 4,000.00 | Candy Curtis | |
| 7/8/2008 | chk # 5917 | | \$ 2,000.00 | Candy Curtis | |
| 8/3/2009 | chk# 5944 | | \$ 1,500.00 | Candy Curtis | |
| 7/6/2001 | trxf | | \$ 20,000.00 | Candy Curtis | |
| 1/19/2010 | | | \$ 5,000.00 | Candy Curtis | |
| 3/29/2010 | | | \$ 7,000.00 | Candy Curtis | |
| 6/22/2010 | | | \$ 20,000.00 | Candy Curtis | Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce |
| | Total Candy Curtis | | \$ 62,250.00 | | |
| 11/10/2005 | chk# 5070 | | \$ 10,000.00 | Carl Brunsting | |
| 3/12/2003 | chk# 3986 | | \$ 9,000.00 | Carl Brunsting | |
| 4/9/2003 | chk# 4017 | | \$ 11,000.00 | Carl Brunsting | |
| 9/17/2001 | chk# 3347 | | \$ 2,000.00 | Carl Brunsting | |
| 10/6/2010 | | | \$ 25,000.00 | Carl Brunsting | medical bills |
| 2010-2011 | | | \$ 21,899.61 | Carl Brunsting | paid one medical bill (\$1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded) |
| | Total Carl Brunsting | | \$ 78,899.61 | | |
| 6/27/2009 | chk# 6285 | | \$ 2,000.00 | Carole Brunsting | |
| 2/12/2009 | chk# 5794 | | \$ 500.00 | Carole Brunsting | |
| 3/18/2008 | chk# 5821 | | \$ 250.00 | Carole Brunsting | |
| 11/13/2007 | chk# 5713 | | \$ 600.00 | Carole Brunsting | |
| 1/5/2006 | chk# 5129 | | \$ 1,000.00 | Carole Brunsting | loan? |
| 7/1/2006 | chk# 5287 | | \$ 1,200.00 | Carole Brunsting | |
| 3/23/2005 | chk# 4785 | | \$ 450.00 | Carole Brunsting | |
| 12/8/2005 | chk# 5090 | | \$ 1,500.00 | Carole Brunsting | |
| 7/2/2005 | chk# 4901 | | \$ 350.00 | Carole Brunsting | |
| 10/2/2005 | chk# 5016 | | \$ 2,500.00 | Carole Brunsting | |
| 10/21/2003 | chk# 4232 | | \$ 1,000.00 | Carole Brunsting | |
| 12/12/2002 | chk# 9878 ? | | \$ 1,500.00 | Carole Brunsting | |
| 12/17/2002 | chk# 3883 ? | | \$ 5,000.00 | Carole Brunsting | |
| 3/23/2010 | | | \$ 7,000.00 | Carole Brunsting | |
| 5/18/2010 | | | \$ 1,000.00 | Carole Brunsting | |
| 10/1/2010 | | | \$ 20,000.00 | Carole Brunsting | original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house |
| | Total Carole Brunsting | | \$ 45,850.00 | | |
| 10/2/2009 | chk# 6358 | | \$ 1,000.00 | Kevan Curtis | |

| Date | Gift | Stock price | amount | Person | purpose |
|---------------------------------------|------------------------------------|-------------|---------------|-------------------------------|--|
| Anita became trustee Dec. 2011 | | | | | |
| 5/11/2011 | 1120 shares Exxon Survivors trust | \$ 81.12 | 90854.4 | Amy Brunsting | to pay off house |
| | Total Amy Brunsting | | \$ 90,854.40 | | |
| 5/10/2011 | | | \$ 5,443.22 | Anita Brunsting | pay off Luke's truck |
| 6/3/2011 | | | \$ 5,750.51 | Anita Brunsting | pay off Honda for Katie |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | Anita Brunsting | borrowed against inheritance - for college expenses |
| 6/15/2011 | 160 shares Exxon Survivors trust | \$ 78.66 | \$ 12,585.60 | Anita Brunsting | borrowed against inheritance - for college expenses |
| | Total Anita Brunsting | | \$ 37,360.33 | | |
| 4/7/2011 | | | \$ 3,000.00 | Candy Curtis | property taxes |
| 6/8/2011 | | | \$ 2,000.00 | Candy Curtis | new bed? |
| 6/15/2011 | 160 shares Exxon Survivors trust | \$ 78.66 | \$ 12,585.60 | Candy Curtis | for reserve after mom passed away to keep helping her w/ expenses if trust money was not available |
| 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 | J.B. (grandchild) | gift for future car/college exp |
| 6/14/2011 | 135 shares chevron Survivors trust | \$ 100.60 | \$ 13,581.00 | A.B. (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 |

Appendix Tab 2

MILLS SHIRLEY L.L.P.

ESTABLISHED 1846

400 WASHINGTON BUILDING
2228 MECHANIC STREET
P.O. BOX 1943 (77553)
GALVESTON, TEXAS 77550
(409) 763-2341
FACSIMILE (409) 763-2879
www.millsshirley.com

Maureen Kuzik McCutchen
Partner
Board Certified Estate Planning and Probate Law
mmccutchen@millsshirley.com
Direct Line 409-761-4023; Houston Line 713-571-4223

July 5, 2013

Re: Case No. 4:12-cv-00592; *Candace Louise Curtis v. Anita Kay Brunsting et al* – In the
United States District Court for the Southern District of Texas, Houston Division

Mr. William G. West, C.P.A. & Bankruptcy Trustee
Southern District of Texas
12345 Jones Road, Suite 120
Houston, TX 77070

Dear Mr. West:

Enclosed are a binder and a CD (Bates #s AABrunsting.Financials004083-004283) containing additional financial documents. We are working with our clients to obtain the outstanding statements as quickly as possible.

- **Bank of America account # [REDACTED] 1143**
 - December 1, 2010 - December 31, 2010 statement
 - January 1, 2012 - January 31, 2012 statement
 - February 1, 2012 - February 29, 2012 statement
 - Missing March 1, 2012 – March 31, 2012, April 1, 2012 – April 30, 2012 (requested from Bank of America)
 - *Note account was closed in April 2012, not April 2013 – Quicken account erroneously noted it was closed in 2013*

- **Bank of America account # [REDACTED] 3523**
 - May 10, 2013 - June 7, 2013 statement
 - Copy of retainer refund and deposit slip
 - **Complete**

- **Bank of America account # [REDACTED] 3536**
 - May 14, 2013 – June 11, 2013 statement
 - **Complete**

Mr. William G. West
July 5, 2013
Page 2

- **Bank of America account # [REDACTED] 8577**
 - April 23, 2013 – May 22, 2013 statement
 - May 23, 2013 – June 20, 2013 statement
 - **Complete**

- **Bank of America account # [REDACTED] 9546**
 - December 31, 2010 – December 14, 2011 statements
 - The statement reflecting the \$1,540.47 deposit on January 3, 2012, is in the possession of Carol Brunsting. Anita Brunsting was not on this account. We requested the statement from Carole Brunsting and the deposit into the account and hope to have it shortly.

- **Bank of America account # [REDACTED] 6643**
 - Missing April 14, 2011 and March 16, 2012 statements
 - This account was owned by the Brunsting Life Insurance Trust and is not part of this lawsuit. All proceeds of this account were evenly distributed to the five Brunsting children.

- **Edward Jones account [REDACTED] 5-1-6**
 - November 26, 2011 – December 31, 2011
 - Missing April 26, 2013, to date statements because no statements have been posted by Edward Jones
 - **Complete**

- **Edward Jones account [REDACTED] 6-1-9**
 - Missing May 31, 2013, to date statements because no statements have been posted by Edward Jones
 - **Complete**

- **Edward Jones account [REDACTED] 9-1-8**
 - November 26, 2011 – December 31, 2011
 - Missing May 31, 2013, to date statements because no statements have been posted by Edward Jones
 - **Complete**

- **Edward Jones Portfolio Summary November 26, 2011 – December 31, 2011**

- **Bluebonnet Visa [REDACTED] -6626**
 - this account was closed in December 2011 – the last statement shows a zero balance
 - **Complete**

- **Chevron/Computershare [REDACTED] 9423**
 - June 10, 2013
 - Missing September 11, 2012 – June 9, 2013 statements – no additional statements are available, please refer to transaction history
 - **Complete**

Mr. William G. West
July 5, 2013
Page 3

- **John Deere/Computershare [REDACTED] 6354**
 - May 1, 2013
 - Missing February 3, 2010 to April 30, 2013
 - Note the Trustee had major difficulties obtaining statements from BNY Mellon
 - There were only 9 shares of stock in this account

- **Exxon/Computershare [REDACTED] 0102**
 - March 24, 2011 to date statements – Mrs. Nelva Brunsting split this account between [REDACTED] 7769 and [REDACTED] 7777 in March 2011 so there are no statements after March 2011
 - **Complete**

- **Exxon/Computershare [REDACTED] 7769**
 - June 11, 2011, June 15, 2011
 - March 24, 2011 Direct Registration Advice (2)
 - March 24, 2011 Account Summary
 - June 15, 2011 Direct Registration Advice
 - June 11, 2012 Account Summary
 - September 12, 2012 Direct Registration Advice
 - September 12, 2012 Account Summary
 - October 10, 2012 Account Summary
 - No other statements available
 - Note that in September 2012, Amy Brunsting was added as a Co-Trustee and the account was changed to [REDACTED] 6261 and [REDACTED] 3319, so there are no statements after September 2012
 - **Complete**

- **Exxon/Computershare [REDACTED] 6261**
 - September 12, 2012 Reinvestment Confirmation
 - September 12, 2012 Account Summary
 - December 10, 2012 Account Summary
 - 2012 Form 1099
 - March 11, 2013 Statement
 - June 10, 2013 Statement
 - **Complete**

- **Exxon/Computershare [REDACTED] 3319**
 - October 10, 2012 Direct Registration Advice
 - October 22, 2012 Reinvestment Confirmation
 - December 10, 2012 Account Summary
 - March 11, 2013 Statement
 - June 10, 2013 Statement
 - **Complete**

Mr. William G. West
July 5, 2013
Page 4

- **Exxon/Computershare [REDACTED] 7777**
 - September 10, 2012 Account Summary
 - September 12, 2012 Account Summary (2)
 - statements after September 12, 2012 - Amy Brunsting was added as a Co-Trustee and the account was changed to [REDACTED] 6287 and [REDACTED] 3301 so there are no statements after September 2012
 - **Complete**

- **Exxon/Computershare [REDACTED] 6287**
 - September 12, 2012 Reinvestment Confirmation
 - September 12, 2012 Account Summary
 - March 11, 2013 Statement
 - June 10, 2013 Statement
 - Missing statements from September 12, 2012, to March 10, 2013
 - Please refer to transaction history

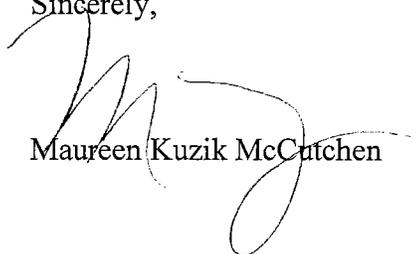
- **Exxon/Computershare [REDACTED] 3301**
 - March 11, 2013 Statement
 - June 10, 2013 Statement
 - **Complete**

- **Computershare/Chevron/Exxon - Decedent's Trust Recent Transactions**

- **Computershare/Chevron/Deere/Exxon - Survivor's Trust Recent Transactions**

Please let me know if you have questions. Thank you.

Sincerely,



Maureen Kuzik McCutchen

MKM/mn/254612/100925.3
Enclosures

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

§
§
§
§
§
§
§

Civil Action No. 4:12-cv-00592

**PLAINTIFF CANDACE LOUISE CURTIS’
MOTION FOR SANCTIONS WITH POINTS AND AUTHORITIES
PRELIMINARY STATEMENT**

Plaintiff Advised Defendants’ Counsel of Ethical Violations and Counsel Refuses to Acknowledge or Remedy this Misconduct.

1. This Rule 11(b) Motion was served via email communication dated April 10, 2016 and via priority mail sent April 11, 2016.
2. Plaintiff included a letter advising Defendants’ Counsel that violation of a federal injunction and the orders of a federal Judge are a serious matter, and requested that Counsel advise as to how it would remedy its violations of the remand agreement and order. (Exhibit 8)
3. Counsel was also informed that federal and state rules impose a duty of candor, good faith and fair dealing on attorneys representing clients in the courts, including Fed. R. Civ. P. 11, and that violation of a federal injunction may be viewed more than a mere civil contempt.
4. Defendants responded with additional financial disclosures but did not respond to concerns expressed in regard to violations of the federal injunction and remand agreement. In particular, Defendants’ Counsel failed to even respond to their continued violation of the injunction’s command to “deposit income into an appropriate account for the beneficiary”.
5. Financial disclosures not only reveal Defendants’ failure to deposit income according to the injunctive orders of this Court, but also show that, as a consequence, excessive income tax

liabilities have been incurred by the trusts. These avoidable tax liabilities continue to accrue for 2016. The first quarterly estimated tax payment was made April 15, 2016 in the amount of \$6,170.00.

6. The current motion seeks sanctions against Defendants and their Counsel for deliberate violations of and abject refusal to obey this Court's Injunction and other Orders, even after having agreed to do so in order to secure a remand to Harris County Probate Court No. 4.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

§
§
§
§
§
§
§

Civil Action No. 4:12-cv-00592

**PLAINTIFF CANDACE LOUISE CURTIS’
MOTION FOR SANCTIONS WITH POINTS AND AUTHORITIES**

Contents

Nature and Stage of Proceedings2

Issues Presented4

Standard of Review4

Jurisdiction4

Ground for Motion6

Specifically, this Court’s Injunction:6

Specifically, this Court Ordered:6

Information Disclosures7

Defendants’ Contrary Conduct in the State Court7

Unexplained Changes in Trust Assets8

Defendants are Refusing to Disclose Bank and Brokerage Statements9

Defendants Pugnaciously Refuse to Obey the Federal Injunction10

Plaintiff Seeks Sanctions Sufficient to Penalize Defendants and their Counsel and Preserve the Integrity of the Proceedings Before This Honorable Court11

Conclusion12

Nature and Stage of Proceedings

1. Plaintiff is one of five siblings. The controversy involves administration and settlement of a family trust purchased by Plaintiff's parents, Elmer and Nelva Brunsting, in 1996, as both a product and a service of Albert Vacek, Jr.
2. Elmer Brunsting passed April 1, 2009 and Nelva Brunsting passed November 11, 2011.
3. Plaintiff Candace Louise Curtis brought claims against Anita and Amy Brunsting in the United States District Court for the Southern District of Texas¹ on February 27, 2012, seeking an accounting and other lawful and equitable relief.
4. On March 6, 2012, Vacek & Freed staff attorney Bernard Mathews, appearing under the letterhead "Green and Mathews", filed a motion for an emergency order accompanied by a false affidavit signed and verified by Defendant Amy Brunsting.² (Exhibit 1)
5. On March 8, 2012, in reliance upon the material misrepresentations contained in Defendants' Motion and Affidavit, this Honorable Court dismissed Plaintiff Curtis Pro se Petition sua sponte, under the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed a timely notice of appeal.
6. On January 9, 2013 the Fifth Circuit Court of Appeals, in a unanimous decision, reversed and remanded to this Court. Plaintiff Curtis immediately filed for a protective order.³
7. On January 29, 2013 Carl Brunsting, as Executor of the estate of Nelva Brunsting, filed suit against trust attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court.⁴

¹ USDC Southern District of Texas CIVIL ACTION NO. 4:12-cv-00592

² See Amy Affidavit Exhibit 1

³ Candace Louise Curtis v. Anita Brunsting et al., 710 F.3d 406

⁴ No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164TH Judicial District Court of Harris County, TX

8. On April 9, 2013 this Honorable Court issued a protective order enjoining Defendants Amy and Anita Brunsting from spending trust funds or liquidating trust assets without the Court's approval. (Exhibit 2)

9. On April 9, 2013 this Court verbally entered a protective order and on April 9, 2013 this Court published its Memorandum and Order for Preliminary Injunction.⁵

10. Plaintiff Curtis appeared on her Application for Order to Show Cause in October of 2013, but due to a medical emergency her assistant was hospitalized, in a coma and consequently, Plaintiff Curtis was unable to obtain the prepared briefing materials before that hearing.

11. This Court expressed a proper concern over Plaintiff's lack of preparation and advised Pro se Plaintiff Curtis to retain counsel so that the discovery process could proceed. Plaintiff Curtis had difficulty finding counsel within the Court's time frame and had the misfortune of retaining Jason Ostrom.

12. Upon appearing in the matter Mr. Ostrom conceived of an arrangement by which Defendants would agree to modification of Plaintiff's Petition to include her brother Carl Henry Brunsting as an involuntary plaintiff, thus polluting diversity and enabling a remand to the Harris County Probate Court.

13. Defendants agreed, as a condition of the remand arrangement, that they would honor this Court's injunction and all orders entered by the federal Court throughout the state Court proceedings, as if there had been no remand.

14. The remand order (Exhibit 3) is contained in this Court's record as document No. 112 and concludes with:

⁵ Document 45 in this Courts record.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Issues Presented

15. Plaintiff Candace Louise Curtis (Curtis) respectfully submits this Motion for Sanctions against Defendants and their Counsel pursuant to Fed. R. Civ. P. 11(b) and this Court’s inherent power to vindicate its dignity and authority.

16. The current motion seeks sanctions against Defendants and their Counsel for deliberate violations of, and abject refusal to obey, this Court’s Injunction and other Orders as hereinafter more fully appears.

17. This Motion is supported by the accompanying Exhibits and the points and authorities stated herein.

Standard of Review

18. The Committee Notes to the 1993 rule state that the abuse of discretion standard adopted by the Supreme Court in *Cooter & Gell* should continue to be applied to Rule 11 cases on appeal. See *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405 (1990) (establishing abuse of discretion as the standard to govern appellate court review of District Court decisions under Rule 11)

Jurisdiction

19. This Court retains jurisdiction to impose sanctions, even after its remand of this case to state court. See *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 396 (1990) (holding that a district court retains jurisdiction to impose Rule 11 sanctions even after a case has been voluntarily dismissed); see also *Desert Sch. Fed. Credit Union v. Johnson*, 473 Fed. App’x 804 (9th Cir. 2012) (holding that court “ha[s] jurisdiction to impose Rule 11 sanctions . . . even after

remanding the case to state court”); Bryant v. Britt, 420 F.3d 161, 164 (2d Cir. 2005) (district court is not deprived of jurisdiction to resolve the collateral issue of Rule 11 sanctions by virtue of an earlier order remanding the suit to state court); Unanue-Casal v. Unanue-Casal, 898 F.2d 839, 841 (1st Cir. 1990) (after dismissal of the removal petition, federal court retained jurisdiction to impose Rule 11 sanctions); Sibley v. Lincoln, Civ. A. No. C-07-258, 2007 WL 2176979, at *3 (S.D. Tex. July 27, 2007) (after remand, federal court retained jurisdiction to consider imposing sanctions on a removing party who allegedly misrepresented his citizenship to manufacture diversity) (citing cases).

20. As the Supreme Court explained in Cooter, the imposition of Rule 11 sanctions “requires the determination of a collateral issue” and “may be made after the principal suit has been terminated.” Cooter, 496 U.S. at 396; see also Rector v. Approved Fed. Sav. Bank, 265 F.3d 248 (4th Cir. 2001) (affirming the grant of a motion for sanctions served and filed ten days after the district court had dismissed all claims).

21. In addition to the authority under Rule 11, this Court has “the inherent power” to impose sanctions. Chambers v. NASCO, Inc., 501 U.S. 32, 41, 47, 46-49 (1991) (sanctions imposed under the inherent power for filing false and frivolous pleadings, as well as for bad faith conduct occurring “outside the confines of th[e] Court”); see also United States v. Shaffer Equipment Co., 11 F.3d 450, 458, 461-62 (4th Cir. 1993) (holding that the inherent power “is organic, without need of a statute or rule for its definition” and includes the power to “assess attorney’s fees”).

22. This honorable Court specifically retained jurisdiction over compliance with its injunction and other orders throughout the controversy, as reflected in the remand Order on file with the state Probate Court.

Ground for Motion

23. Plaintiff Curtis is informed and believes, and therefore avers that Defendants are in violation of Rule 11(b) for willfully violating this Court's Injunction and other Orders.

Specifically, this Court's Injunction:

24. The injunction enjoins Defendants from spending trust funds or liquidating trust assets without express court approval and commands Defendants to deposit income into an appropriate account for the beneficiary.

The Order: (Emphasis added)

The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment.

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

Specifically, this Court Ordered:

25. Information relating to trust business is the property of all of the beneficiaries and not just Anita and Amy Brunsting⁶.

⁶ Transcript of April 9, 2013 page 37.

26. This Court further ruled that the trust is not liable to pay the personal legal liabilities of the Defendants and that any attorney fees paid from the trust would have to be paid equally by mutual agreement of all of the beneficiaries. (Exhibit 4)⁷

Information Disclosures

27. Defendants, Anita and Amy Brunsting, were personally present April 9, 2013⁸ when this Court entered the following Orders.

THE COURT: So, the point I'm getting to here is under this trust that is situated here, what my plaintiff, Ms. Curtis, I believe is saying is that she is, these assets are not being distributed, and she's of the opinion that there is something untoward going on, whether that's true or not.

MR. VIE: Yes, Your Honor.

THE COURT: And that there is no reason why she should be standing out in the field trying to get information about this trust and the distribution of these assets when she is equally entitled to any and all information just like Anita or anybody else.

MR. VIE: I understand that.

28. The remand order was accepted by the state Probate Court on May 15, 2014, without qualification or reservation.

Defendants' Contrary Conduct in the State Court

29. Upon securing remand to state Court, the Mills Shirley attorneys moved to amend the federal injunction and after a non-productive mediation moved for leave to withdraw as counsel of record for Defendants.

30. Anita Brunsting then retained Bradley Featherston and Amy Brunsting retained Neal Spielman, and each resumed the same baseless positions disposed of by this Court at the

⁷ April 9, 2013 Transcript page 46 line 10 through page 47 line 2

⁸ Transcript of April 9, 2013 page 2 lines 15-16

injunction hearing and also assumed positions not included in the Defendants' affirmative defenses in the federal Court.

Unexplained Changes in Trust Assets

31. There have been no evidentiary hearings or rulings in the state Court that would affect this Court's April 9, 2013 Order for the disclosure of information to Plaintiff.

32. On June 15, 2015 Plaintiff sent yet another 90 day demand for statutory accounting. (Exhibit 5)

33. On June 25, 2015 Plaintiff received supplemental production from Anita Brunsting titled 2015-06-25 Anita Sup 5671-5813 (143 pages).

34. Anita's supplemental production included copies of bank and brokerage statements for March 2015 and May 2015, tax payment vouchers and check copies, supporting tax documents for 2014 and the July 1, 2008 Appointment of Successor Trustees.

35. A comparison of account numbers for the statements provided, versus the account numbers from the 1099's in the supporting tax documents for 2014, show four (4) accounts for which statements were not provided in this production.

36. A review of the Master's Report⁹ reveals a substantial decrease in dividend income in the Fourth Quarter of 2013, for one or more of these accounts. This would seem to indicate a substantial decrease in the value of the principal in these accounts during that period of time.

37. There were no reported trust business activities or expenses during that period that explain any expenditure, nor were statements ever provided for that period.

⁹ Case 4:12-cv-00592 Document 62 filed in TXSD on 8/08/13

Defendants are Refusing to Disclose Bank and Brokerage Statements

38. Plaintiff filed the Curtis v Brunsting lawsuit because Defendants, Anita and Amy Brunsting, while claiming to be trustees, refused to disclose information, answer inquiries or properly account for assets.

39. It was discovered by a compelled response that Defendants had violated trust provisions designed to preserve and protect trust principal by improperly invading principal and distributing assets unequally in their own favor. It was also discovered that they had failed to establish and maintain accurate books and records of accounts.¹⁰

40. Plaintiff has not received a proper statutory accounting as per her June 15, 2015 demand.

41. Defendants, Anita and Amy Brunsting, are again withholding bank and brokerage statements claiming Plaintiffs are not entitled to information because they violated the no contest clause in the imaginary 8/25/2010 QBD, by bringing litigation, and “may no longer be beneficiaries”.¹¹

42. Defendants, Anita and Amy Brunsting, are believed to be withholding bank and brokerage statements in effort to conceal violations of the federal injunction, as there can be no legitimate reason for their continued concealment of trust asset related information.¹²

43. Defendants also assume the position that Plaintiff must pay for fiduciary disclosures prior to receiving any trust information, in direct violation of this Court’s orders. Amy Brunsting’s opening remarks in her June 24, 2015 answer to Plaintiff Curtis’ interrogatories and requests for disclosures and production: (Exhibit 6)

¹⁰ See report of Special Master, Document 45 in this Court’s record.

¹¹ See Exhibit 6

¹² Transcript of March 9, 2016 Pages 15-end

Amy Brunsting (“Amy” or “Respondent”) objects to the interrogatories and requests for production issued by Candace Louise Curtis (“Candace”) to the extent they are, by Candace’s own admission, first made pursuant to “fiduciary obligations” allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy’s purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace’s interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy’s objections, answers and responses are as follows:

Defendants Pugnaciously Refuse to Obey the Federal Injunction

44. Defendants claim that personal asset trusts have not been funded because of the lawsuits brought by Carl and Candace and because of the Injunction:¹³

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

45. This is obviously a violation of the federal Injunction and a direct contradiction with the Affidavit filed into this Court under penalty of perjury by Defendant Amy Brunsting on March 6, 2012. (Exhibit 1) At item 5 of that Affidavit Amy claimed: (emphasis added)

*As Co-Trustees, my sister and I have determined that it is impractical to give **each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston.***

46. Defendants’ refuse to deposit income into an appropriate account for the beneficiary and are in knowing and deliberate contempt of this Court’s injunctive orders and all conditions precedent to the remand agreement.

¹³ Amy Brunsting’s June 24, 2015 answer to Plaintiff Curtis interrogatory No. 1

47. On March 30, 2015 Plaintiff inquired of defendants via email seeking disclosures regarding these four accounts and has received no responsive documents to date. (Exhibit 7)

Plaintiff Seeks Sanctions Sufficient to Penalize Defendants and their Counsel and Preserve the Integrity of the Proceedings Before This Honorable Court

48. Conduct by Defendants and their counsel in state Court, in wonton and willful disregard for this Court's Orders, warrants a wide range of sanctions, including monetary and non-monetary penalties including the relief provided by Rule 60(b), referral to the state bar, and whatever other equitable relief the Court deems appropriate to redress the prejudice Plaintiff has suffered as a result of these ethical violations. *See* Fed. R. Civ. P. 11 Advisory Committee's Note ("The court has available a variety of possible sanctions to impose for violations, such as striking the offending paper."); *see also Chambers*, 501 U.S. at 44-45 (discussing court's discretion to impose sanctions pursuant to its inherent power, and reasoning that "[a] primary aspect of that discretion is the ability to fashion an appropriate sanction for conduct which abuses the judicial process").

49. Rule 11 expressly provides for monetary sanctions, including "an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation" and "an order to pay a penalty into court." Fed. R. Civ. P. 11(c)(4).

50. Sanctions are necessary and appropriate to redress the prejudice suffered by Plaintiff, to deter similar abuses by these defendants and their counsel in the future, in the interests of the public policy of upholding the dignity and authority of this Honorable Court and in the interests of justice.

Conclusion

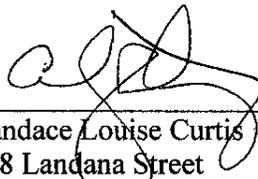
51. Defendants have clearly expressed their disrespect for the federal injunction and the Orders entered by this Court in their state court pleadings and no other evidence is required for this Court to act to enforce its dignity and authority.

52. For the foregoing reasons, Plaintiff respectfully requests that the Court impose sanctions on Defendants and their counsel for the improper conduct, under Federal Rule of Civil Procedure 11 or pursuant to its own inherent authority.

53. In accordance with Fed. R. Civ. P. 11(c), this Motion is made separately from any other motion and is being served on Defendants' counsel on April 16, 2016.

54. If Counsel fails to take adequate curative measures within 21 days of service, Plaintiff will file this Motion with the Court.

Respectfully submitted,



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 16 day of April 2016, to the following via email and Priority Mail:

Attorneys for Anita Kay Brunsting

Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
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Attorneys for Amy Ruth Brunsting:

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
nspielman@grifmatlaw.com



CANDACE L. CURTIS

CERTIFICATE OF SERVICE

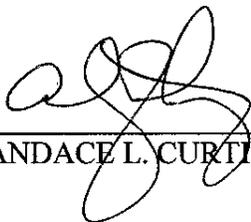
I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 2ND day of July 2016, to the following via U.S.P.S. Priority Mail:

Attorneys for Anita Kay Brunsting

Stephen A. Mendel
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Houston, Texas 77079
nspielman@grifmatlaw.com



CANDACE L. CURTIS

CERTIFICATE OF SERVICE

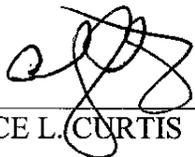
I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 1st day of August 2016, to the following via U.S.P.S. Priority Mail:

Attorneys for Anita Kay Brunsting

Stephen A. Mendel
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1155 Dairy Ashford, Suite 104
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Houston, Texas 77079
nspielman@grifmatlaw.com



CANDACE L. CURTIS

EXHIBITS

EXHIBIT 1 – Amy Brunsting Affidavit.....E1-E3
EXHIBIT 2 – Memorandum and Order Preliminary Injunction.....E4-E8
EXHIBIT 3 – Order Granting Plaintiff’s Motion to Remand.....E9-E10
EXHIBIT 4 – April 9, 2013 Transcript.....E11-E64
EXHIBIT 5 – June 15, 2015 E-Mail Demand for Accounting.....E65-E66
EXHIBIT 6 – Amy Brunsting’s Responses to Curtis’ Interrogatories.....E67-E95
EXHIBIT 7 – March 30, 2016 E-Mail Request for Information.....E96-E97
EXHIBIT 8 – April 16, 2016 Rule 11 Notice Letter.....E98-E99

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

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CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §

COUNTY OF COMAL §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.

2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.

3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.

4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.

5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.

8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING

Amy Ruth Brunsting

Sworn to and signed before me by ~~6th~~, on this 6th day of March, 2012.

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

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" **B. Contentions of the Parties** "

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PROBATE COURT 4

412249

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Nelva Brunsting, Deceased

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

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CIVIL ACTION NO. 4:12-CV-592

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

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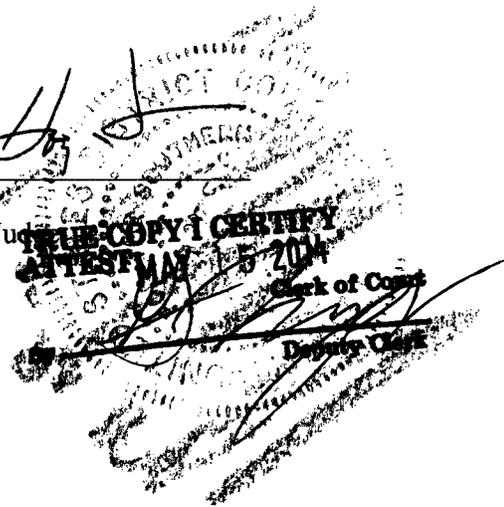
It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.



Kenneth M. Hoyt
United States District Judge



THE COPY I CERTIFY
ATTEST MAY 15 2014
Clerk of Court
Deputy Clerk

UNOFFICIAL COPY

FILED
2014 MAY 22 PM 2:11
Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS