

**THE BRUNSTING FAMILY LIMITED TRUST**

**Co-Trustees' Counter-Offer Proposal of March 29, 2021  
(the "Counter-Offer Proposal")**

**A. Introductory Concepts and provisions governing Counter-Offer Proposal.**

- Counter-Offer Proposal is based off of the December 31, 2020 Gross Value (Liquid Assets & Farm) of \$3,354,252.90, less a \$30,000.00 holdback for estimated fees and expenses associated with sale of the Farm.
  - Selling Siblings will share equally in any such fees and expenses in excess of \$30,000.00.
  - Selling Siblings will share equally in any unused portion of the \$30,000.00 holdback.
- Fees and expenses incurred to partition the Farm for any Non-Selling Siblings shall be shared equally by any Non-Selling Siblings.
- Conditioned on Acceptance (as term is defined below), each Party's reimbursement/contribution towards the attorneys' fees and expenses shall not exceed the fees and expenses presented in the Co-Trustee's proposal of 3/5/21, despite additional fees being incurred. The fee cap does not include fees and expenses incurred on or after April 1, 2021. Nor does the fee cap apply if there is no Acceptance.
  - Redacted invoices supporting fees to be provided upon Acceptance.

**B. As proposed, each sibling would receive the following amounts (in cash and/or value):**

Amy	\$651,063.23 - \$ 79,000.00	=	\$572,063.23 (cash)
Anita	\$651,063.23 - \$150,000.00	=	\$501,063.23 (cash)
Candy	\$651,063.23 - \$150,000.00	=	\$501,063.23 (cash)
Carl	\$750,000.00 - \$ 79,000.00	=	\$671,000.00 (cash)
Carole	\$651,063.23 - \$ 79,000.00	=	\$572,063.23 (cash & 1/5 <sup>TH</sup> of Farm)

- Carole's breakdown is approximately \$226,063.23 cash/\$425,000.00 farm.
- Conditioned on Acceptance, Gross Value to be updated through March 31, 2021 and above calculations adjusted accordingly.

- Settlement values will be adjusted pro rata from time to time until the settlement is approved by the court. The adjustment will be related to changes in market values for the Liquid Assets and/or the Farm.
- The settlement value will be further adjusted for taxes owed by the Trust or the Estates of Elmer Brunsting and/or Nelva Brunsting. Taxes, if any, for any distribution to any Sibling shall be paid by the receiving Sibling.

**C. Vacek & Freed Litigation:**

- The siblings shall issue a joint demand to Vacek & Freed for any remaining balance of the depleting insurance policy (whatever that amount may be – which is presently unknown).
- Monies received from Vacek & Freed in settlement are allocated equally among the siblings (increasing the totals in B, above).
- Any settlement with Vacek & Freed will be conditioned on mutual releases and indemnification, and will specifically include a withdrawal/dismissal of any sanctions-related motions asserted against Carl/Drina and/or their attorneys.

**D. Key Provisions upon Acceptance and/or to be included in Comprehensive Settlement Agreement**

- Settlement conditioned on all parties' acknowledgement of Probate Court No. 4's jurisdiction; all settlement documents and protocols to be construed under the laws of the State of Texas, as interpreted and applied through Probate Court No. 4; any disputes regarding the settlement agreement reached and/or the settlement documents executed will be determined under the laws of the State of Texas, in Probate Court No. 4.
- All claims by and/or against any party will be dismissed with prejudice, whether pending in Federal Court, Harris County District Court, and/or Probate Court No. 4, and the final settlement agreement will include mutual dismissals, indemnification, and releases of all parties and their attorneys.
- Upon Acceptance, the 5<sup>TH</sup> Circuit appellate proceeding will be withdrawn/dismissed by Candy within 24 hours of Acceptance.
- Conditioned on Acceptance, Amy will waive/release her right to any monies owed to her by Candy, as a previously-awarded sanction.
- As used herein, "**Acceptance**" means: each sibling (or sibling's legal counsel or other representative) providing a signed copy of this Counter-Offer Proposal to counsel for the

Co-Trustees, to be filed in Probate Court No. 4 of Harris County, Texas in accordance with Rule 11 of the Texas Rules of Civil Procedure.

**E. Payment Terms:**

- Upon Acceptance and receipt of executed copies of this Counter-Offer Proposal by counsel for the Co-Trustees, each sibling will receive \$50,000.00 in cash as an “advance” against their share. This payment will be made within ten (10) business days of Probate Court No 4’s approval of an Agreed Motion to Distribute, to be drafted by counsel for Co-Trustees, but “agreed and approved” by each sibling (or sibling’s legal counsel or other representative).
- The balance of cash payments owed to each sibling will be paid within 30 days of closing of the later of the sale of the Farm or the partition or all or any portions of the Farm.

**[SIGNATURES ON FOLLOWING PAGE]**

**APPROVED AND AGREED VIA DOCUSIGN ELECTRONIC SIGNATURES:**

AMY BRUNSTING (in all capacities)  By: _____ Date: _____	CANDACE CURTIS  By: _____ Date: _____
ANITA BRUNSTING (in all capacities)  By: _____ Date: _____	CARL BRUNSTING  By: _____ Date: _____
CAROLE BRUNSTING  By: _____ Date: _____	