

PROBATE NO. 18827

CITATION ON APPLICATION FOR PROBATE OF WRITTEN WILL/ ~~AND CODICIL(S)~~

Clerk of the Court  
JENNIFER LINDENZWEIG  
P.O. BOX 1316  
GREENVILLE, TEXAS 75403

Attorney or Person Filing Cause  
LAW OFFICES OF TERRI H GREEN  
5700 GRANITE PARKWAY STE 200  
PLANO TX 75024

THE STATE OF TEXAS

TO ALL PERSONS INTERESTED IN THE ESTATE OF **PHILIP V BLAKELY, JR.**  
Deceased, No. 18827  
Hunt County Court, Texas

On 19th day of March, 2020,

Thomas Blakely filed in the County Court at Law #2 of Hunt County, an application for probate of the last will and testament / ~~and codicil(s)~~ of said **PHILIP V BLAKELY, JR.**, Deceased, and for letters testamentary (the said will accompanying said application / ~~and codicil(s)~~ attached).

Said application may be heard and acted on by said Court at 10:00 o'clock A.M., on the first Monday after the expiration of ten days from date of posting this citation, the same being on this the 30th day of March, 2020 at the County Courthouse in Greenville, Texas.

All persons interested in said estate are hereby cited to appear before said Honorable Court at said above mentioned time and place by filing a written answer contesting such application should they desire to do so.

The officer executing this citation shall post the copy of this citation at the courthouse doors of the county in which this proceeding is pending, or at the place in or near said courthouse where public notices customarily are posted, for not less than 10 days before the return day thereof, exclusive of the date of posting and return the original copy of this citation to the clerk stating in a written return the time and the place he posted such copy.

GIVEN UNDER MY HAND AND SEAL OF SAID COURT, at this office, in Hunt County Texas, on this the 19th day of March, 2020.



JENNIFER LINDENZWEIG  
HUNT COUNTY CLERK  
GREENVILLE, TEXAS

BY: *Valerie Bradley* Deputy  
Melissa Young/Valerie Bradley

SHERIFF'S RETURN

Came to hand on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_ M., and executed on \_\_\_\_\_, by posting a copy of the within citation for ten days, exclusive of the day of posting, before the return day hereof, at the County Courthouse door of Hunt County, Texas, or at the place in or near the said courthouse where public notices customarily are posted, that is, from \_\_\_\_\_, 20\_\_\_\_, through \_\_\_\_\_, 20\_\_\_\_, inclusive.

RANDY MEEKS, SHERIFF  
HUNT COUNTY, TEXAS  
BY: \_\_\_\_\_, Deputy

18827  
No. \_\_\_\_\_

**ESTATE OF** § **IN THE COUNTY COURT**  
§  
**PHILIP V. BLAKELY, JR.** § **AT LAW No.** \_\_\_\_\_ Hunt County - County Court at Law 2  
§  
**DECEASED** § **HUNT COUNTY, TEXAS**

**APPLICATION FOR PROBATE OF WILL AND  
FOR ISSUANCE OF LETTERS TESTAMENTARY**

THOMAS BLAKELY ("Applicant"), whose last four digits of his social security number are xxx4879, and last four digits of his Texas driver's license number are xxx4122 furnishes the following information to the Court for the probate of the written Will of PHILIP V. BLAKELY, JR. Deceased ("Decedent"), whose last four digits of his social security number are xxx 6850 and last four digits of his Texas driver's license number are xxx5433, and for issuance of Letters Testamentary to Applicant:

I.

Applicant is an individual interested in this Estate, domiciled in and residing at the time of death at 8408 Kobelco Drive, Plano, Texas 75024 and is entitled to Letters Testamentary, is not disqualified by law, and is the surviving son of the Decedent.

II.

Decedent died on March 10, 2020, at his home located at 2621 CR 3303 Greenville, Hunt County, Texas 75402 at the age of 76 years and four years have not elapsed since the date of Decedent's death.

III.

This Court has jurisdiction and venue because the Decedent resided at 2621 CR 3303 Greenville, Hunt County, Texas 75402.

IV.

Decedent owned probate assets consisting of real property, funds held in financial institutions, vehicles, furniture, personal effects and other miscellaneous property with the estate value being more than \$300,000.

V.

Decedent left a valid written Will ("Will") dated June 16, 2016, bearing Decedent's signature which was never revoked and is filed herewith. Such Will appointed THOMAS BLAKELY as the Independent Executor, to serve without bond. Such Will meets the formalities and requirements to be admitted to Probate in Texas.

VI.

The witnesses to the Will are LINDA SPARKS and MARTHA BARRIOS who signed as subscribing witnesses.

VII.

Decedent was previously married to Judith Blakely who predeceased him. The Decedent was not married on the date of death. He had four (4) children born to him during his lifetime, whose names are Philip Blakely, Christopher Blakely, Thomas Blakely and Ann Blakely who survived him.

VIII.

A necessity exists for the administration of this Estate as there are at least two (2) debts due and owing, real and personal property to be sold, and funds in financial accounts to be administered.

IX.

Decedent's Will named Applicant as the Independent Executor, to serve without bond, surety, or other security as Independent Executor. Applicant

would not be disqualified by law from serving as such or from accepting Letters Testamentary. Applicant would be entitled to such Letters and by virtue thereof, Applicant should be appointed as Independent Executor.

X.

Decedent's Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee.

WHEREFORE, Applicant prays that citation issue as required by law to all persons interested in this Estate; that the Will filed herein be admitted to probate, that Applicant be appointed Independent Executor of the Estate to serve without bond; that Letters Testamentary be issued to Applicant; and that all other orders be entered as the Court may deem proper.

Respectfully submitted,

***T. GREEN LAW, PLLC***

By: 

**TERRI H. GREEN**

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Attorney for Applicant

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS BLAKELY, Applicant, and after being duly sworn, stated that:

"Insofar as is known to me, all the allegations in the Application to Probate Will and for Letters Testamentary are true in substance and in fact and that no material fact or circumstance has, within my knowledge, been omitted from the Application".

  
THOMAS BLAKELY

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by THOMAS BLAKELY on this the 18<sup>th</sup> day of March, 2020 to certify which witness my hand and seal of office.



  
Notary Public, State of Texas

My Commission expires: 2/23/2021

**LAST WILL AND TESTAMENT  
OF  
PHILIP V. BLAKELY**

I, **PHILIP V. BLAKELY**, a resident of the State of Texas, hereby revoke all previous wills and codicils made by me, and hereby make, declare and publish this, my Last Will.

**ITEM I  
EXECUTOR**

1.1 Executor. I appoint **THOMAS BLAKELY ("THOMAS")** as Independent Executor of this Will and of my estate. If Thomas shall fail or cease to serve as an Independent Executor, for any reason, then I appoint **NICOLE SYDNEY BLAKELY ("NICOLE")** as Independent Executor. If Thomas and Nicole shall fail or cease to serve as an Independent Executor, for any reason, then I appoint **BRIDGET SLEDGE CARPENTER ("BRIDGET")** as Independent Executor. My Independent Executor, whether original, substitute, successor, individual or corporate, whether one or more in number, and without reference to gender, is herein called "Executor."

1.2 Compensation and Bond. Any Executor appointed under this Will shall receive reasonable compensation commensurate with such Executor's duties and responsibilities, taking into account the value and nature of my estate and the time and work involved; provided, however, any Executor may waive its compensation, either expressly or by implication, in whole or in part. Each Executor shall be entitled to its full fee notwithstanding the fact that there also may be a Co-Executor serving. No Executor shall be required to furnish bond or any other security.

1.3 Powers. I give to my Executor all of the rights, powers, authorities, privileges and discretions that are described in Item VI and all the rights, powers, authorities, privileges and discretions given to trustees by the provisions of the Texas Trust Code, Subtitle B of Title 9 of the Texas Property Code, as amended from time to time, in addition to all other powers given to independent executors by law.

1.4 Limitation of Court Supervision. My Executor shall have the power to administer and settle my estate free from any court control or supervision to the full extent permitted under the laws of the jurisdiction in which my estate is probated. In particular, if my estate is probated in the State of Texas, I direct that no action shall be had in the county court or probate court in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory (but only to the extent that an inventory is required), appraisement and list of claims of my estate.

1.5 Time and Method of Distribution. I direct my Executor to distribute my estate within a reasonable time after my death. My Executor is authorized to: (a) make distributions in cash or in kind, or partly in each, (b) distribute the assets of my estate subject to any and all indebtedness thereon, whether incurred by me or by my Executor, and subject to any or all mortgages, deeds of trust or other liens whether created by me or by my Executor, which in the opinion of my Executor need not first be paid, (c) make partial distributions from time to time to any devisee or legatee, and (d) begin distribution of income and principal of my estate exactly as:

if any trust required to be created under this Will at my death had been established at the time of my death.

1.6 Payment of Certain Expenses. For purposes of this Paragraph, the term "Taxes" shall include all estate, inheritance, succession, legacy and transfer taxes that are imposed as a result of my death (and any interest and penalties thereon) whether imposed by the laws of the United States or any state or subdivision thereof or any foreign country, but shall not include any generation-skipping transfer taxes other than those for which my estate shall be liable under Section 2603 of the Code (hereinafter defined). I direct my Executor to pay all Taxes, debts, and expenses of administration of my estate as follows:

(a) All Taxes imposed upon that portion of my estate which is devised or bequeathed under this Will ("Probate Estate"), shall be charged against the Residue (hereinafter defined) of my Probate Estate so that they need not be deducted from the share of any beneficiary hereunder other than the beneficiary or beneficiaries who shall be entitled to the Residue of my Probate Estate.

(b) If any person or the personal representative of any person's estate disclaims an interest in any property passing under this Will, then any amount of increase in Taxes assessed as a result of such disclaimer shall be charged proportionately against the persons or entities receiving such disclaimed interest.

(c) No Taxes imposed with respect to property that is not part of my Probate Estate shall be paid out of my Probate Estate unless the law requires it, but instead shall be apportioned and paid as provided by applicable law; and if my Executor pays any such Taxes, then I direct my Executor, to the extent possible, to recover from the persons or entities receiving such property the amount of such Taxes attributable to the inclusion of such property in my gross estate.

(d) All tax credits and deductions (other than tax credits and deductions specifically attributable to property that is not part of my Probate Estate) shall be allocated to my Probate Estate.

(e) I direct that my Executor pay all of my funeral expenses and expenses of administration of my estate, and that such funeral expenses, expenses of administration of my estate, and any of my legally binding debts paid by my Executor, shall be charged against the Residue of my Probate Estate.

1.7 Disclaimer by Executor. My Executor shall have the right to exercise any right or power to disclaim and renounce any part or all of any gift, devise or bequest made to me or for my benefit and which my estate would be entitled to receive, provided that such disclaimer or renunciation must be effective for federal estate and gift tax purposes. In no event shall my Executor be liable for making or failing to make any such disclaimer or renunciation.

**ITEM II**  
**DISTRIBUTION OF ESTATE**

2.1 Gift of Personal Effects. All of my art objects, china, silverware, jewelry, watches, clothing, and all other tangible articles of personal use, all cash in my personal possession at the time of my death, and all of my interest in household goods, furniture, motor vehicles, and club memberships (MY "PERSONAL EFFECTS"), subject to any indebtedness thereon and together with all policies of property and casualty insurance relating to such Personal Effects, shall be distributed as part of the RESIDUE of my estate. Notwithstanding anything in this Will to the contrary, any of my Personal Effects that my Executor does not deem practicable to distribute may be sold and the proceeds of any such sale shall be distributed in lieu of such Personal Effects.

2.2 Rest and Residue. I give, devise and bequeath all the rest and residue of my property, of whatsoever nature and wheresoever situated, whether real, personal or mixed, owned by me or in which I may have an interest at the time of my death ("RESIDUE") to the TRUSTEE OF THE ANN BLAKELY TRUST, created under Item IV, to be held and administered in separate trusts as provided in Item IV.

**ITEM III**  
**GENERAL PROVISIONS REGARDING TRUSTS**

3.1 The Trustee. The Trustee of each trust created under this Will, whether initial or successor Trustee and whether one or more in number, is sometimes herein called the "Trustee." The appointment of a "successor Trustee" under this Paragraph shall include the appointment to serve as a substitute Trustee in the event the previously appointed Trustee fails to serve as such. I hereby appoint the following persons and entities as Trustees of the trusts created under this Will:

(a) The Ann Blakely Trust and Contingent Trusts. I appoint THOMAS as the initial Trustee of the Ann Blakely Trust, created under Item IV, and any Contingent Trust that may be created under Paragraph 5.1. If Thomas shall fail or cease to serve as Trustee of any such trust, for any reason, then I appoint NICOLE as successor Trustee of such trust. If Thomas and Nicole shall fail or cease to serve as Trustee of any such trust, for any reason, then I appoint BRIDGET as successor Trustee of such trust.

(b) Trust Directors. THOMAS, NICOLE, and BRIDGET, acting in succession, one at a time, in the order listed, shall be a "Trust Director" for each trust created under this Will, and shall act as follows:

(1) The Trust Director shall have the continuing discretionary power to appoint a successor Trustee, or a succession of successor Trustees, to serve after all of the Trustees named or designated under the provisions of this Paragraph 3.1 (including successor Trustees appointed by previous Trust Directors) have failed or ceased to serve as a Trustee, for any reason.

(2) A successor Trustee may be an individual Trustee or corporate Trustee.



(3) The Trust Director also shall have the continuing discretionary power to remove, for any reason, any corporate Trustee appointed under this Paragraph 3.1, and replace such corporate Trustee with a successor individual Trustee or corporate Trustee.

(4) Any removal of a corporate Trustee shall be accomplished under the provisions of subparagraph (c) below.

(5) The Trust Directors shall have no authority or responsibility for the administration of any trust created under this Will, is not a fiduciary, has no responsibility to monitor actions of the Trustee, and shall receive no compensation for serving as Trust Director.

(6) Any Trust Director of a trust may resign at any time by written notice to the Trustee then serving.

(7) Any Trust Director of a trust may appoint one or more successor Trust Directors to serve after all Trust Directors named or otherwise appointed under this Paragraph 3.1 have failed or ceased to serve.

(8) If all Trust Directors shall fail or cease to serve, then a simple majority of adult income beneficiaries of any trust created under this Will shall constitute a Trust Director with respect to such trust for the purposes of this Paragraph 3.1.

(c) Removal of Corporate Trustee. The power of a Trust Director to remove a corporate Trustee under the provisions of subparagraph (b) above shall include the power to rescind the appointment of a corporate Trustee made under this Will prior to such appointee accepting the office of Trustee in writing or acting in performance of its duties as a Trustee. The exercise of the power to remove a corporate Trustee shall be accomplished by giving written notice to the corporate Trustee being removed thirty (30) days in advance of the effective date of such removal and by filing such written notice, which shall be signed and acknowledged by the Trust Director removing the corporate Trustee, in the Deed Records of the county in which my Will was probated on or before its effective date; provided, however, if the power is being exercised to rescind the appointment of a corporate Trustee prior to such appointee taking the office of Trustee, then such rescission can be immediate and the written notice otherwise required in this subparagraph (c) shall not be required to be given thirty (30) days in advance of the effective date of such rescission.

(d) Corporate Trustee and Individual Trustee. The term "corporate Trustee" as used herein shall mean any bank, corporation, or any other entity, that is legally qualified to act as a Trustee; and the term "individual Trustee" as used herein shall mean any natural person appointed to serve as a Trustee under this Paragraph 3.1. Any person or entity appointing a Trustee under this Paragraph 3.1 shall be entitled to rely, without further investigation, upon a written statement by any bank, corporation or other entity that it is legally qualified to act as a Trustee. No person or entity shall be subject to any liability in any capacity as a result of the appointment of a successor Trustee, and any

person making an appointment of a successor Trustee under the provisions of this Paragraph 3.1 shall be entitled to indemnification from the trust estate for any legal action taken against such person as a result of such an appointment.

(e) Designation of Trustee. Any designation or appointment of a successor Trustee, and any revocation or amendment (which designation, appointment, revocation or amendment is herein referred to as "designation") of a prior designation shall be by the person or persons authorized to make such designation, by written instrument acknowledged, signed and filed in the Deed Records of the county in which my Will was probated, referring specifically to the trust created under this Will to which such designation applies. Any designation shall be revocable until the successor Trustee has accepted the office of Trustee in writing or has acted in performance of its duties as a Trustee. No purchaser from or other person dealing with any Trustee shall be obligated to examine such Deed Records, and any such person shall be protected in all transactions with any Trustee, or any entity he in good faith believes to be acting as Trustee.

3.2 The Trust Estate. All of the proceeds from life insurance policies, funds, securities and other properties coming into the possession of the Trustee to be administered under the terms of this Will (together with any income thereon and any increment thereto), as from time to time constituted shall, in the aggregate, be sometimes herein called the "trust estate" whether held in one trust or more than one trust hereunder.

#### ITEM IV THE ANN BLAKELY TRUST

4.1 Designation of the Ann Blakely Trust. The Trustee shall hold all property distributed to the Trustee of the Ann Blakely Trust under this Will, or under any other instrument, in a separate trust which I designate the Ann Blakely Trust.

4.2 Income and Principal of the Ann Blakely Trust. During the existence of the Ann Blakely Trust, the Trustee shall administer such trust as follows:

(a) The Trustee shall have the power to accumulate any part or all of the net income of such trust or to expend the same or any part or all of the principal thereof, in the Trustee's sole, complete, absolute and unfettered discretion, even to the point of acting unreasonably and arbitrarily, for the "SUPPLEMENTAL NEEDS" of ANN.

(b) The Supplemental Needs of Ann shall not include those goods and services provided by a "Benefit Source." A Benefit Source shall mean any private or public insurance, governmental assistance, private benefit program, and public benefit program, including, but not limited to, Social Security, Supplemental Security Income (SSI), Medicare, Medicaid, Veterans Administration, and United States Civil Service Commission.

(c) The Supplemental Needs of Ann shall mean those goods and services that would cause the life of Ann to be more comfortable and enjoyable, including, but not limited to, conventional and alternative medical treatment, medical equipment, and specialized furniture; radios, stereos, televisions, computers, MP3 players, and similar.

electronic items; food, shelter, clothing, and additional items of personal use; education, training and personal development; entertainment, recreation, vacations, transportation; and miscellaneous personal incidental expenses. The Trustee shall also consider making, and shall have the power to make, distributions for some part or all of the reasonable expenses of a companion of Ann for travel, vacation, or entertainment events.

(d) The Trustee shall have the power to distribute income and principal for expenses incurred in investigating and applying for benefits for Ann from any Benefit Source, including expenses incurred by the Trustee for such purposes, expenses incurred by a conservator or legal guardian of Ann for such purposes, expenses incurred in appointing an agent or representative for such purposes, and expenses incurred by any such agent or representative for such purposes.

(e) The Trustee is requested to periodically investigate Ann's personal and medical condition to determine what benefits may be available to Ann from any Benefit Source, and what distributions from the Ann Blakely Trust would be appropriate for the Supplemental Needs of Ann. The Trustee shall have the power to appoint an agent or representative to make such investigation, and shall have the power to distribute income and principal of the trust for any expenses incurred in making such investigation, including expenses incurred in appointing any such agent or representative.

(f) The Ann Blakely Trust is explicitly intended to be a discretionary trust and not a basic support trust. Ann shall have no ownership interest in the income or principal of the Ann Blakely Trust and such trust is not to be considered a "third-party resource" of Ann as such term is defined under any state or federal law. The Ann Blakely Trust is intended to be used to supplement and not to supplant any benefits that may be available to Ann from any Benefit Source. Accordingly, the Trustee shall not expend any part of the income or principal of the Ann Blakely Trust for those goods or services which are provided, or could be provided, by any Benefit Source.

(g) The Trustee shall have the power to initiate or defend any legal action that would determine whether the principal or income of the Ann Blakely Trust is to be considered a resource of Ann for the purpose of allowing Ann to qualify for benefits from any Benefit Source, and shall have the power to distribute income and principal of such trust for expenses incurred in any such legal action.

(h) The Trustee shall not pay or reimburse any Benefit Source for benefits or funds received by Ann, and the Trustee shall have the power to distribute income and principal of the Ann Blakely Trust for expenses incurred in defending any attempt to recover such benefits or funds from the Trust or from Ann.

Any undistributed income of the Ann Blakely Trust shall be added to the principal of such trust annually.

4.3 Termination and Distribution of the Ann Blakely Trust. The Ann Blakely Trust shall terminate upon the first to occur of the following events: (i) the death of Ann; and (ii) the termination of such trust according to the provisions of Paragraph 6.15. Upon termination of the

Ann Blakely Trust, all of the principal and undistributed income thereof shall be distributed as follows:

(a) To THOMAS, if he is then living; but if Thomas is not then living, then to SUCH OF THE ISSUE OF THOMAS as shall be then living, by right of representation;

(b) If none among Thomas and his issue is then living, then to CHRISTOPHER BLAKELY ("CHRISTOPHER"), if he is then living; but if Christopher is not then living, then to SUCH OF THE ISSUE OF CHRISTOPHER as shall be then living, by right of representation.

**ITEM V**  
**CONTINGENT TRUST; METHODS OF PAYMENT;**  
**POWERS OF APPOINTMENT**

5.1 Contingent Trust. Notwithstanding the foregoing provisions of this Will, if any person is under the age of twenty-five (25) years or incapacitated at the time he or she would be entitled to receive outright (and not in trust) any share or portion of my estate (other than my Personal Effects) or the trust estate of any trust created under this Will (including a trust created under this Paragraph) at the time of termination of such trust, then the property which such person would be entitled to receive shall not be delivered to such person, but shall be held in a separate trust named for such person. During the term of such trust the Trustee may accumulate any part or all of the net income of such trust or may pay the same or any part or all of the principal thereof for the reasonable health, education, maintenance and support of the person for whom such trust is named. All accrued or undistributed income of a trust created under this Paragraph shall be added to the principal of such trust annually. Such trust shall terminate on the earlier to occur of the following events; (a) the date on which such person is both the age of twenty-five (25) years or over and is not incapacitated, and (b) the death of such person; at which time the separate trust named for such person shall terminate and the principal and undistributed income thereof shall be distributed to such person outright and free of trust, if such person is then living or, if such person is not then living, then to such person's heirs-at-law according to the statutes of descent and distribution in force in the State of Texas at the time of termination of such trust.

5.2 Special Methods of Payment. The Trustee of any trust created under this Will may make any distribution of income or principal to any beneficiary of such trust in any one or more of the following ways:

- (a) to such beneficiary directly;
- (b) to the guardian, committee, conservator or other similar official of such beneficiary;
- (c) by reimbursing or making direct payment to the person who is actually caring for the beneficiary (even though such person is not the legal guardian of the beneficiary) for expenditures made or to be made by such person for the reasonable health, education, maintenance and support of such beneficiary;

(d) by expending the same directly for the reasonable health, education, maintenance and support of such beneficiary;

(e) as to any minor beneficiary, to a custodian designated by the Trustee under the Texas Uniform Transfers to Minors Act or other similar statute of Texas or any other state.

The provisions of this Paragraph 5.2 are intended to assist the Trustee in administering the trust estate and shall not limit or expand the discretion granted to the Trustee nor authorize the Trustee to deprive a beneficiary of the right to receive distributions or appoint any property to which he or she is otherwise entitled upon termination of a trust.

5.3 General Powers of Appointment to Contingent Trust Beneficiaries. Any person for whom a Contingent Trust is named may direct and appoint, by his or her Last Will and Testament, that any part or all of the principal and undistributed income of such trust shall be paid to, or held for the benefit of, any person or entity, including such person, such person's creditors, such person's estate, and the creditors of such person's estate.

5.4 Provisions Respecting the Powers of Appointment. The exercise of any power of appointment granted by Paragraph 5.3 shall be by the Last Will and Testament of the person exercising such power, referring specifically to such power and meeting the requirements for a will in the state in which such person is domiciled under the laws of such state in force at the date such will is executed. So far as possible, the laws of the State of Texas shall govern the validity of any interest created by the exercise of such power of appointment. Subject to the foregoing restrictions, in the exercise of such power of appointment the person exercising such power may appoint outright or in trust, may select the trustee or trustees if an appointment in trust is made, may create new powers of appointment in a trustee or trustees or in any other appointee; if an appointment in trust is made, the person exercising such power may establish such administrative powers for the trustee or trustees as such person deems appropriate; such person may also create life estates or other limited interests in any appointee with future interests in favor of other appointees, may impose lawful conditions on an appointment, may appoint different types of interests to selected appointees, may impose lawful spendthrift provisions, and may appoint in any lawful manner within the limitations specified herein.

5.5 Disclaimer, Release or Reduction of Powers of Appointment. Any person holding a power of appointment under the provisions of Paragraph 5.3 may from time to time: (a) disclaim such power in whole and refuse to accept it, (b) reduce the scope of such power by limiting the potential objects of such power, or surrendering certain rights with respect to such power, or (c) completely release such power. Any disclaimer, reduction or release shall be irrevocable and, thereafter, the power may never again be broadened (although further reductions in scope may be made), or, if disclaimed or released, such power shall never be exercised by such person. Any such disclaimer, reduction or release shall be accomplished only by an instrument in writing signed and acknowledged by the person holding the power, delivered to the Trustee.

**ITEM VI**  
**POWERS OF EXECUTORS AND TRUSTEES**

6.1 General Powers of Trustee and Executor. The following powers may be exercised by the Trustee with respect to the trust estate and by my Executor (or by my Executors in accordance with Texas law as amended from time to time, if more than one is serving) with respect to my estate. Notwithstanding the account agreement or policy of any financial institution that allows one of multiple Trustees to act independently of other Trustees, including any bank, credit union, investment advisor, mutual fund company or stock broker, if more than one Trustee shall be serving then all powers shall be exercised by the Trustees jointly; provided, however if more than one Trustee is serving, then each Trustee may, in a written, notarized document (other than any account agreement of a financial institution), delegate any or all Trustee powers and authority to any one or more of the other Trustees, for a specified or indefinite period of time; and any such delegation may be revoked, in writing, at any time.

(a) Usual Trust Powers. To exercise all powers granted to trustees and executors by the common law or any statute, including every power granted to trustees by the Texas Trust Code, or any future amendment thereof which serves to increase the extent of the powers granted to trustees by said common law or statute.

(b) Retention of My Estate and the Trust Estate. To retain any property, real, personal or mixed, which may from time to time be or become a part of my estate or the trust estate, even though such property (by reason of its character, amount, proportion to the total estate or otherwise) would not be considered appropriate for fiduciary ownership apart from this provision.

(c) Sales or Disposition of Property. To sell, exchange, give options upon, partition, convey or otherwise dispose of, with or without covenants, including covenants of warranty of title, any property which may from time to time be or become a part of my estate or the trust estate, at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and conditions as my Executor or the Trustee shall think advisable, and to transfer and convey the same free of my estate or all trusts.

(d) Investments. To invest and reinvest my estate and the trust estate from time to time in any property, real, personal or mixed, including (without limiting the generality of the foregoing language) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, mortgages, mortgage participations, interests in a common trust fund, and mutual funds invested in any of the foregoing, with complete discretion as to converting realty into personalty or personalty into realty, or otherwise changing the character of my estate or the trust estate, even though such investment (by reason of its character, amount, proportion to the total of my estate or the trust estate, or otherwise) would not be considered appropriate for fiduciary ownership apart from this provision, and even though such investment causes a greater proportion of the total of my estate or the trust estate to be invested in investments of one type or of one business or company than would be considered appropriate for fiduciary ownership apart from this provision.

(e) Loans. To foreclose, extend, renew, assign, release, or partially release or discharge mortgages or liens; to make loans, secured or unsecured, in such amounts and upon such rates of interest and with such security, as called for by reasonable business practices, and to such persons or entities as the Trustee with respect to the trust estate, and my Executor with respect to my estate, shall think advisable, including any beneficiary of my estate or the trust estate, but excluding any Trustee or Executor, in his or her individual capacity, or any employer, employee, partner or other business associate of any Trustee or Executor, unless such Executor or Trustee is a beneficiary of the trust from which the loan is being made. Any loan from my estate to any person who is a beneficiary of my estate, and any loan from a trust to a person who is a beneficiary of such trust, may be made to such person upon such terms and rates of interest (including no interest or below market interest, and without security) as my Executor or the Trustee, as the case may be, shall think advisable; except that any loan made to an Executor or Trustee individually as a beneficiary of my estate or the trust estate, must be upon such rates of interest and with such security as called for by reasonable business practices; but if there is a Co-Executor or Co-Trustee then serving who is not a beneficiary, then such non-beneficiary Co-Executor or Co-Trustee shall have the sole power (without the joinder of the beneficiary Co-Executor or Co-Trustee) to make a loan to such beneficiary Co-Executor or Co-Trustee upon such terms and rates of interest (including no interest or below market interest, and without security) as such non-beneficiary Co-Executor or Co-Trustee shall see fit.

(f) Improving and Leasing Property. To improve any real estate comprising a part of my estate or the trust estate; to demolish any buildings in whole or in part, and to erect buildings, to lease real estate or personal property on such terms and conditions and for such periods of time (even more than ninety-nine years) as the Trustee or my Executor shall think fit, although such lease may extend beyond the term of the trusts or beyond the period of the administration of my estate.

(g) Borrowing Money, Loan Guarantees. To borrow money and to execute promissory notes therefor, and to secure such obligations by mortgages or other liens or pledges of any property of the trust estate; to make any type of purchase or contract, including installment contracts or credit arrangements, the effect of which is to borrow money; to act as surety for or to guarantee (and any such surety or guarantee shall be referred to herein as a "guarantee") any loan made by any person or entity to any beneficiary of the trust estate, as the Trustee shall think advisable; provided, however, any guarantee by the Trustee of a loan to any person who is a beneficiary of any trust created hereunder, may be made upon such terms and for such consideration (including no consideration and without security) as the Trustee shall think advisable; but no guarantee shall be made of a loan made individually to a Trustee who is a beneficiary of the trust estate, unless there is a Co-Trustee then serving who is not a beneficiary, then such non-beneficiary Co-Trustee shall have the sole power (without the joinder of the beneficiary Co-Trustee) to guarantee a loan to such beneficiary Co-Trustee upon such terms and for such consideration (including no consideration and without security) as such non-beneficiary Co-Trustee shall see fit; and to secure any such guarantee by mortgages or other liens or pledges of any property of the trust estate.



(h) Adjustment of Claims and Suits. To prosecute or defend any suit; to renew, compromise or arbitrate any claim (including a claim for taxes) and any litigation, either in favor of or against my estate, the trust estate, my Executor or the Trustee; to pay claims upon such evidence as my Executor or the Trustee shall think sufficient.

(i) Employment of Agents. To employ such brokers, banks, custodians, investment advisors, investment managers, attorneys, and other agents or servants (including any organization of which my Executor or the Trustee may be a member or employee, or with which my Executor or the Trustee may be associated), and to delegate to them such duties, rights and powers for such periods as my Executor or the Trustee shall think fit, including without limitation, delegation of investment decisions and the power to acquire and dispose of assets of my estate or the trust estate for the purpose of carrying out such investment decisions; and to pay such persons or organizations (including any organization of which my Executor or the Trustee may be a member or employee, or with which my Executor or the Trustee may be associated) reasonable compensation out of my estate or the trust estate.

(j) Securities. To buy, sell, and trade in securities, including stock in publicly or privately held corporations; to engage in all actions necessary to the effective administration of securities including, without limiting the generality of this power, the authority to vote, in person or by proxy, with or without power of substitution any stocks or other properties having voting rights; to exercise any options, rights or privileges pertaining to any property in my estate or the trust estate; to participate in any merger, reorganization or consolidation affecting my estate or the trust estate, and in connection therewith to take any action which an individual could take with respect to property owned outright by such individual, including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities or property, and the payment of such amounts of money as may seem advisable in connection therewith.

(k) Acquisition of Non-Productive Property. To acquire property returning no or slight income, or to retain such property so long as my Executor or the Trustee shall think fit, without the same being in any way chargeable with income or the proceeds thereof in case of sale being in any part deemed income.

(l) Property Insurance. To insure any part of the trust estate against such risks as my Executor or the Trustee shall think fit, such insurance to be based on market value or cost or otherwise, and the coverage to be full or partial, as my Executor or the Trustee shall think fit; to pay the premiums and to collect or adjust the losses.

(m) Mineral Contracts and Sales. To execute and deliver oil, gas and other mineral leases containing such unitization or pooling agreements and other provisions as my Executor or the Trustee shall think fit; to execute mineral and royalty conveyances; to purchase leases, royalties and any type of mineral interest; to enter into drilling and other contracts, options and other arrangements or relationships necessary or desirable to participate actively in the oil, gas or mining business, the foregoing to contain such terms, conditions, agreements, covenants, provisions or undertakings as my Executor or the Trustee shall think fit.



(n) Payment of Taxes and Expenses. To incur such expenses or charges in the management of my estate or the trust estate as my Executor or the Trustee shall think fit; to pay taxes, charges and expenses incurred in the management of my estate or the trust estate and governmental assessments against my estate out of my estate or against the trust estate out of the trust estate; in anticipation of such expenses, charges, taxes and assessments, to set up such sinking funds as my Executor or the Trustee shall think fit.

(o) Power to Incorporate and to Enter Partnerships. To form or participate in the formation of any corporation or limited liability company, and to convey any property in my estate or the trust estate to a corporation or limited liability company for all or part of its capital stock or other securities; to dissolve or participate in the dissolution of any corporation or limited liability company, the securities of which comprise a part of my estate or the trust estate, and to hold or dispose of any securities received as the result of formation of a corporation or limited liability company, and any property received as the result of the dissolution of a corporation or limited liability company, in the same manner as any other property of my estate or the trust estate; whether as a general partner or a limited partner, to form or participate in the formation of any partnership, to enter into any existing partnership, any part of which may be or become a part of my estate or the trust estate originally or at any time thereafter, to convey any property in my estate or the trust estate to a partnership for an interest in such partnership, to hold or dispose of any property received as the result of the dissolution of a partnership in the same manner as any other property of my estate or the trust estate, and to act as a partner in any partnership, and in acting as such partner any Executor or Trustee may, as an executor or trustee, act as a partner with himself or herself as an individual, as an executor of any other estate, or as the trustee of any other trust.

(p) Reliance on Business Documents. To rely upon the authenticity of affidavits, certificates, opinions of counsel, letters, notices, telegrams, cablegrams, telecopies, and other methods of communication in general use and usually accepted by businessmen as genuine and what they purport to be.

(q) Incidents of Ownership. To exercise any right, privilege, option or election available to my Executor or the Trustee under the terms of any policy of insurance, including, but not limited to, the right to change the beneficiary thereof, or to tender any policy for its surrender value, to receive the proceeds of any matured policy, to collect any disability income, to borrow upon any policy from the insurance company or any third party, and to convert any policy into another or different type of policy.

(r) Collection of Insurance Proceeds. To make all proofs of death, to execute and deliver all receipts for the proceeds of any policy payable to or held by my Executor or the Trustee, to pay all costs, charges, expenses, and other liabilities incurred in the collection of any policy; to institute litigation or to do or perform any other act or acts that may be desirable to collect any amount that may be due and payable under or in connection with any such policy and to reimburse my Executor or the Trustee for any such costs, charges, expenses or other liabilities which my Executor or the Trustee may, in its opinion, incur by any such action on its part, but my Executor or the Trustee may use any part or all of my estate or the trust estate to meet any costs, charges, expenses or other liabilities incurred in enforcing payment of any such policy. No insurance company

which issues a policy shall be responsible for the application by my Executor or the Trustee of the proceeds of any such policy, and the payment by any insurance company of the proceeds of any policy to or at the direction of my Executor or the Trustee shall be a full and complete fulfillment of all obligations of such insurance company under such policy.

(s) Custody of Estate; Trust Estate; Nominees; Disbursement of Funds. To retain sole custody of my estate and the trust estate; to keep any of the property of my estate and the trust estate at any place or places in the State of Texas or elsewhere in the United States or abroad, or with a depository or custodian at such place or places; to hold any of the securities or other property of my estate and the trust estate for any length of time in the name of a nominee or nominees without mention of any trust or fiduciary capacity in any instrument of ownership; to make all reports, including tax returns, to any agency of the government, local, state or federal.

(t) Execution of Documents. To execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, and other papers or documents reasonably necessary or desirable to carry out the powers granted to my Executor, to the Trustee, or to one of the Trustees or to one of my Executors; it is understood that if more than one executor should be acting at any one time, or if more than one trustee should be acting at any one time, that such executors or trustees may delegate signature authority such that the signature of only one designated executor or trustee, as the case may be, will be required in executing all such documents and papers, and each and every person is entitled to rely on such execution exactly as if the executor or trustee executing such documents were acting as the sole executor or sole trustee.

(u) Insurance; Annuities. To purchase insurance (including term insurance) on the life of any beneficiary of my estate or the trusts hereby created or on any person in whose life any beneficiary has an insurable interest, and to purchase endowments or annuities for any beneficiary of my estate or the trusts hereby created.

(v) Apportionment of Income and Expenses. To determine finally whether and to what extent each sum of money or other item of value held or received by my Executor or the Trustee shall be deemed to be principal or to be income, and whether and to what extent each charge or expense paid by my Executor or the Trustee shall be charged against principal or against income; to determine whether to establish reserves for depreciation or depletion and to determine the amount of any such reserves; to allocate to income or principal of my estate or any trust created hereunder any gains or losses realized upon the sale or disposition of any part of my estate or the trust estate. Without hereby limiting the generality of the foregoing language, my Executor or the Trustee shall have the power to apportion any receipt or disbursement between principal and income, and to determine what part, if any, of income is available for distribution according to the terms hereof, and what part, if any, of the actual income received upon a wasting investment or upon any security purchased or acquired at a premium shall be returned and added to principal to prevent a diminution of principal upon exhaustion or maturity thereof; to determine what payment, if any, should be made to any income beneficiary as compensation for losses of income due to the acquisition or retention of

property returning no income or slight income; to set up such reserves out of principal or income as my Executor or the Trustee shall think fit.

(w) Division and Distribution. To allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or trusts in dividing my estate or the trust estate into separate shares or trusts, or in distributing the same; and to distribute in cash or in kind, or both, in divided or undivided interests, notwithstanding the fact that distributive shares may as a result be composed differently; and to value my estate and the trust estate or any part thereof reasonably and in good faith, and such valuation shall be conclusive upon all parties.

(x) Method of Holding Estate. To determine whether to hold, manage, invest and account for my estate, the several shares or separate trusts which may be held in trust either as separate funds or as a single fund, as my Executor or the Trustee shall think fit; if as a single fund, making division thereof only upon the books of account and allocating to each share or trust its proportionate part of the common expenses.

(y) Powers Under Changed Conditions. To exercise such other powers as may be desirable in the management and control of my estate or the trust estate, and in particular, any powers desirable to enable my Executor or the Trustee to act under conditions whose exact nature cannot now be foreseen, regardless of whether such powers are the same or of like kind or character as those herein enumerated.

6.2 Limitation on Distributions of Income and Principal. Notwithstanding the other provisions of this Will, any power, right or discretion granted to my Executor or the Trustee to distribute income or principal from my estate or from any trust created hereunder to any individual other than such Executor or Trustee shall in no event be exercised to discharge a legal obligation of, or for the pecuniary benefit of, such Executor or Trustee in his or her individual capacity.

6.3 Limitation of Personal Liability. Neither my Executor nor the Trustee shall incur any personal liability to any person, partnership, corporation or other entity dealing with my Executor or the Trustee in the administration of my estate or the trust estate, including my Executor or the Trustee acting as a general partner or limited partner in any partnership on behalf of my estate or the trust estate. My Executor and the Trustee shall be entitled to reimbursement from my estate or the trust estate for any liability, whether in contract or in tort, incurred in the administration of my estate or the trust estate in accordance with the provisions hereof; each Executor or Trustee may contract in such form that such Executor or Trustee shall be exempt from such personal liability, and that such liability shall be limited to my estate or the trust estate.

6.4 Liability of Executor and Trustee. No Executor or Trustee shall be responsible or liable for any loss or damage which may occur by reason of depreciation in value of the properties belonging to my estate or the trust estate, nor for any other loss or damage which may occur to my estate or the trust estate, except that each Executor or Trustee who is a natural person shall be liable for his or her own gross negligence or willful misconduct (but not for ordinary negligence), and each Executor or Trustee who is not a natural person shall be liable for its own ordinary negligence, gross negligence, or willful misconduct. Under no circumstances

shall any Executor or Trustee ever be answerable or accountable for any money or other property that does not come within the possession or control of such Executor or Trustee.

6.5 Right to Accept or Reject Additional Properties. The Trustee shall have the right at all times to accept or reject additional property transferred from any person by gift or by will to any trust created under this Will. Any such property which is accepted by the Trustee shall be added to the principal of such trust and held, operated, managed, and distributed according to the terms of such trust and the Trustee is authorized to accept, without audit, examination, review, or independent accounting, the accounts rendered and the property delivered by or for any person or entity so transferring such additional property, but in accepting such accounts rendered and such property delivered, the Trustee shall exercise reasonable due diligence as would be appropriate in similar business transactions.

6.6 Accounting of Trustee. Upon the request of any adult beneficiary (or the parent or guardian of any minor beneficiary), the Trustee shall prepare, for each calendar or fiscal year, one or more reports which in the aggregate shall indicate with clarity the assets and liabilities of the trusts, the receipts and disbursements with respect thereto, sales and purchases therefor and such other information as is necessary to furnish an adequate statement as to the condition of the trusts. Each report shall be furnished with reasonable promptness to each living beneficiary who could in the discretion of the Trustee receive any income from the trust estate during such year; provided, however, that the furnishing of any report to the parent or guardian of a minor beneficiary shall be deemed compliance with any requirement that a report be furnished to such minor beneficiary.

6.7 Liability of Executor or Trustee for Acts of Others. No Executor or Trustee shall be liable for the acts, omissions or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or employees of any corporate Executor or Trustee) if such agent or person was appointed with due care, nor for the acts, omissions or defaults of any Co-Executor or Co-Trustee. Any Executor or Trustee is authorized and directed to accept from my Executor, from the Trustee or from any predecessor Executor or predecessor Trustee, the assets delivered by such Executor or predecessor Executor or Trustee or predecessor Trustee to such Executor or Trustee without requiring or receiving an accounting or on the basis of the accounting therefor as submitted by such Executor or predecessor Executor or Trustee or predecessor Trustee without making or requiring an audit or other independent accounting of the acts of such Executor or predecessor Executor or Trustee or predecessor Trustee; and any Executor or Trustee accepting the same or accepting assets with no accounting shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of such Executor or predecessor Executor or Trustee or predecessor Trustee. Furthermore, no Executor or Trustee shall be liable for failure to contest the accounts of any Executor or Trustee or otherwise to compel any Executor or Trustee to redress a breach of trust, unless in writing requested to do so by a beneficiary or guardian or guardian ad litem thereof.

6.8 Trustee's and Executor's Judgment Final. Wherever the judgment or discretion of my Executor or the Trustee may be exercised, it shall be final and binding upon every person interested in my estate or the trust estate, and any Executor or Trustee exercising any discretionary power relating to the distribution of principal or income shall be responsible only for lack of good faith in the exercise of such power; provided, however, nothing contained in this Paragraph shall be construed so as to broaden any standard within which the Trustee is

authorized to make distributions of income or principal so that such standard is no longer considered an ascertainable standard under Section 2041 of the Code, when it otherwise would be considered ascertainable.

6.9 Dealing with a Trustee or Executor. My Executor and the Trustee are authorized to enter into any transaction otherwise authorized hereunder on behalf of my estate or the trust estate, despite the fact that another party to any such transaction may be (a) a trust of which any beneficiary, Executor or Trustee under this Will is also a trustee, (b) an estate, including my estate, of which any beneficiary, Executor or Trustee under this Will is also an executor; (c) a business (in any form), charitable corporation, or trust controlled by any beneficiary, Executor or Trustee under this instrument or of which any such beneficiary, Executor, or Trustee, or any director, officer, or employee of any corporate Executor or Trustee is also a director, officer, employee, shareholder, or other owner; (d) any relative of any beneficiary, Executor or Trustee; (e) any employer, partner, or other business associate of any beneficiary, Executor or Trustee; or (f) any beneficiary, Executor or Trustee under this Will acting individually; except to the extent that the Texas Trust Code, as amended, may expressly prohibit me from authorizing any corporate Executor or Trustee serving hereunder to engage in any such transactions; and in any such transaction to purchase or sell property for its fair market value or make loans on notes secured by such property, even though similar or identical property constitutes all or a large portion of the balance of my estate or the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of my estate or the trust estate. In addition, my Executor or the Trustee may purchase for my estate or the trust estate any stocks, bonds, obligations or securities of any corporation with which my Executor or the Trustee is connected as a director, owner, manager, or in any other executive capacity. Notwithstanding the above provisions of this Paragraph, when entering into any transactions described above, my Executor and the Trustee shall at all times exercise reasonable due diligence as would be appropriate in similar business transactions.

6.10 Third Persons Dealing with a Trustee or Executor. No person or entity dealing with my Executor or the Trustee shall be responsible for the application of any purchase money or other thing of value paid or delivered to my Executor or the Trustee, but the receipt of my Executor or the Trustee shall be a full discharge to such person or entity; and no agent of any issuer of any securities to which any transaction with my Executor or the Trustee shall relate, or any other person or entity dealing with my Executor or the Trustee, shall be under any obligation to ascertain or inquire into the power of my Executor or the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any securities or other property held by my Executor or the Trustee or comprising part of my estate or the trust estate.

6.11 Rights of Corporate Trustee and Corporate Executor. The powers and authorities granted to my Executor or the Trustee shall not be limited by the fact that such Executor or Trustee is a bank or other financial institution, and no Executor or Trustee shall be subject to limitations or restrictions imposed upon a bank or other financial institution generally with respect to the type of investment any such bank or financial institution may make of its own funds or the funds of others.

6.12 Reorganization. If a corporate Executor or Trustee should, before or after qualification, change its name, be reorganized, merged or consolidated with, or acquired by any

other bank or trust company, acquire any bank or trust company, or be converted into a different type of bank or trust company, it shall be deemed a continuing entity and shall continue to act as an Executor or Trustee, or be eligible for appointment as Executor or Trustee, as the case may be.

6.13 Resignation of Trustee. Any Trustee is authorized to resign by filing a written instrument duly acknowledged and recorded in the Deed Records of the county in which my Will was probated, which filing shall immediately deprive the resigning Trustee of all powers as Trustee hereunder, except any such powers as are necessary to effect any transfer of assets to the successor Trustee if any such transfer shall be required; provided, nevertheless, that thirty (30) days prior to such filing, such resigning Trustee shall give written notice thereof to any Co-Trustee then serving, and if no Co-Trustee is serving, then to such of the beneficiaries of the trusts as are at such time sui juris and could in the discretion of the Trustee receive income from the trusts hereby created, and to a relative, parent or guardian of any such beneficiary who is not then sui juris. No purchaser from or other person dealing with any Trustee shall be obligated to examine such Deed Records, and any such person shall be protected in all transactions with any Trustee whether or not any such resignation has taken place.

6.14 Compensation and Bond of Trustee. Any Trustee shall receive fair and reasonable compensation for its services as Trustee, commensurate with its duties and responsibilities, taking into account the value and nature of the trust estate and the amount of time and work involved; provided, however, any Trustee may waive its compensation, either expressly or by implication, in whole or in part. Each Trustee shall be entitled to its full fee notwithstanding the fact that there may be a Co-Trustee serving hereunder. No Trustee, original, successor, corporate or individual, shall be required to furnish bond or any other security.

6.15 Early Termination of Trust. Notwithstanding any other provisions of this Will, if, in the sole opinion of the Trustee, the trust estate of any trust created hereunder becomes so small as to make its administration as a trust impractical, the income beneficiary or beneficiaries of such trust shall not require the protection afforded by the trust, or for any other reason, the Trustee deems it appropriate to terminate any trust created hereunder prior to the time at which the Trustee would otherwise be permitted or required to terminate such trust, the Trustee may, in its absolute discretion, terminate such trust, without liability or obligation of any sort to any beneficiary or any distributee of such trust whether such beneficiary or distributee is direct or contingent. Upon termination of such trust, the principal and undistributed income thereof shall be distributed to the persons entitled or permitted to take under the provisions of such trust upon termination. Notwithstanding the above provisions: (a) no Trustee who, at the time such early termination is being considered, shall or may receive either income or principal, or both, from the trust in question, either currently or upon termination, nor any Trustee who has been appointed by such a Trustee, shall have any power to terminate, or participate in a decision to terminate, such trust pursuant to this Paragraph; and (b) no Trustee who, at the time such early termination is being considered, shall have previously disclaimed an interest in any property which, as a result of such disclaimer, was distributed to the trust in question, nor any Trustee who has been appointed by such a Trustee, shall have any power to terminate, or participate in a decision to terminate, such trust pursuant to this Paragraph; and such Trustees as described in subparts (a) and (b) of this Paragraph shall be referred to herein as "Restricted Trustees." If there are one or more Trustees who are not Restricted Trustees ("Non-Restricted Trustee") serving together with a Restricted Trustee, then such Non-Restricted Trustee or Trustees shall have the



power to exercise any discretion allowed under this Paragraph without the joinder of the Restricted Trustee.

6.16 Possible Simultaneous Creation and Termination of Trusts. If events should ever occur in such fashion that the terms of this Will would appear to require that any trust be terminated at or before the same time that it is required to be created, then such trust shall not actually be created, and the property which is designated to pass to such trust upon its creation shall in that event be immediately distributed to those persons or entities who under the terms of this Will are designated to receive the undistributed income and principal of such trust upon its termination, as determined at the time the trust would have been created but for the provisions of this Paragraph.

6.17 Possible Receipt of Property After Termination of Trust. If property is ever receivable by the Trustee to be held in any trust created hereunder which has theretofore terminated (or previously been required by its terms to be terminated at or before the same time it was required to be created) then such property shall be distributed by the Trustee then acting as though such trust were then in existence and terminated immediately after the receipt of such property to the trusts, persons or entities which would then have received such property upon termination of such trust.

6.18 Possible Merger of Trusts. If after my death, any trust created under this Will has the same beneficiaries, the same trustees, and virtually identical terms to any other trust created under this Will, or under any other instrument, and the Trustee determines, in its absolute discretion, that it is more economical to combine such trusts into a single trust, then the Trustee may combine such trusts in its absolute discretion, at any time, without liability or obligation of any sort to any beneficiary or distributee thereof, whether such beneficiary or distributee is direct or contingent. Provided, however, as follows: (1) if any trust created under this Will and any other trust created under any other instrument, have the same beneficiaries, the same trustees and virtually identical terms, except that the maximum duration of such trusts either as expressed in the instruments creating the trusts or under state law would be different, such trusts, for purposes of this Paragraph, shall still be considered to be identical trusts; and (2) the trustee shall have no power to combine any trust with an inclusion ratio of zero (0) for generation-skipping tax purposes with any trust which has an inclusion ratio of other than zero (0) for generation-skipping tax purposes.

6.19 Elections Under Tax Laws. Unless otherwise specifically provided herein, I direct that my Executor and the Trustee shall have discretion in exercising, at such times and in such manner as they shall deem appropriate, any rights of election or other rights which may from time to time be available to them under or in respect of the provisions of the Internal Revenue Code or of any other tax law, and without limiting the generality of the foregoing language, I direct that my Executor shall have complete discretion in determining whether to take any deductible expenses as deductions on the federal estate tax return for my estate or on the income tax return for my estate, whenever there is such a determination to be made. I authorize my Executor, in his sole discretion, to allocate the generation-skipping tax exemption available to me at the time of my death under Section 2631(a) of the Code in whatever manner he chooses and in no event shall my Executor be liable for such allocation so long as he shall act in good faith.

6.20 Foreign Properties. If any property which becomes a part of my estate or a part of the trust estate shall have its situs in a jurisdiction in which my Executor or the Trustee, as the case may be, is unwilling or unable to serve, for any reason (a "foreign jurisdiction"), then my Executor or the Trustee, as the case may be, in its reasonable discretion, may designate any individual, any bank, any corporation, or any other entity as the Ancillary Executor or Ancillary Trustee of any part or all of such property, if such bank, corporation or other entity is legally qualified to act as an Executor or Trustee in such foreign jurisdiction. My Executor or the Trustee, as the case may be, shall be entitled to rely, without further investigation, upon a written statement by any bank, corporation or other entity that it is legally qualified to act as an Executor or Trustee in such foreign jurisdiction. Each such designation shall be by an instrument in writing which shall set forth the name of such Ancillary Executor or Ancillary Trustee, the powers such Ancillary Executor or Ancillary Trustee is to exercise, whether such Ancillary Executor or Ancillary Trustee may act free of court control if allowed by local law, whether such Ancillary Executor or Ancillary Trustee shall furnish bond or other security, and the compensation such Ancillary Executor or Ancillary Trustee is to receive. The following terms and conditions shall govern the management of any such property:

(a) All of the net proceeds of any such property, if and when the same is converted into cash, whether it is principal or income, shall be transmitted to my Executor or the Trustee designated by this Will and shall be allocated by my Executor or the Trustee to the person or to the trust or trusts herein created to which the same properly belongs in the opinion of my Executor or the Trustee, as the case may be.

(b) To the extent my Executor or the Trustee acts as Executor or Trustee in the foreign jurisdiction, my Executor and the Trustee shall be vested with all of the management powers which I have granted to my Executor and the Trustee by Item VI, except any power which would conflict with the directions contained in subparagraph (a) of this Paragraph 6.20, but any Ancillary Executor or Ancillary Trustee designated by my Executor or the Trustee shall exercise only the powers expressly granted to it by my Executor or the Trustee.

6.21 Division of Trust. The Trustee of each trust created under this Will shall have the continuing discretionary power to divide such trust into one or more separate trusts, for the benefit of one or more of the beneficiaries of the trust so divided, and to allocate to each trust resulting from such division any part of the assets of the trust estate of the original trust for any reason including, but not limited to, enabling any such trust or trusts to qualify as an eligible shareholder of a subchapter S corporation as described in Code §§1361(c)(2)(A)(i) or 1361(d)(3), as the case may be, or if the Trustee reasonably determines that the division of the trust could result in a decrease in current or future federal income, gift, estate, generation-skipping transfer taxes, or any other tax imposed on trust property, as provided in Texas Trust Code §112.057.

## ITEM VII MISCELLANEOUS PROVISIONS; DEFINITIONS

7.1 Family Background. As of the date of this Will I am not married, and I have only four (4) children: PHILIP BLAKELY, born October 3, 1965; CHRISTOPHER BLAKELY, born



February 1, 1967; THOMAS BLAKELY, born May 8, 1969; and ANN BLAKELY, born June 23, 1973.

7.2 Definition of Issue, Child and Children. By the word "issue," wherever used in this Will, is meant all of the descendants, both by blood and by adoption, of whatever degree of the named ancestor, provided that: (a) with respect to descendants by blood, if a person purports to be a descendant through his or her father, then, for the purposes of this definition, such person shall be considered a descendant through such father only if, (i) the father of such person, as determined under the laws of the state in which such person was born, was married to the mother of such person, under the laws of such state, either at the time of such person's conception or at the time of such person's birth, or (ii) the father of such person, as determined under the laws of the state in which such person was born, acknowledges such person as his child for the purposes of this Will in a writing signed and acknowledged by him before a notary public; (b) a person shall not be considered a descendant of a parent whose parental rights with regard to such person have been terminated, for any reason, by a court of competent jurisdiction; and (c) with respect to descendants by adoption, such adoption is of a person under the age of eighteen (18) years and is by court proceedings, the finality of which has not been questioned by the adoptive parent. The words "child" and "children" shall include only those persons born or adopted under the above same conditions. For the purposes of dividing or distributing any portion of my estate among persons who are living at a particular time, any person who has been conceived prior to such time, but has not yet been born, shall be considered to be living at such time if such person is later born and lives at least six (6) months after birth.

7.3 Definition of Incapacity. For purposes of this Will, a person (including any person appointed to act as a fiduciary under this Will) shall be considered incapacitated if such person has a legal, mental, or physical disability which substantially impairs such person's ability to manage his affairs (or the affairs of my estate or any trust created hereunder, as the case may be) with reasonable care. Proof that a person has become incapacitated may be conclusively established by the written opinion of two physicians selected by or acceptable to my Executor, if the incapacitated person is a beneficiary of an outright gift, devise or bequest, or to the Trustee of the trust or trusts of which the incapacitated person is a beneficiary (or to the prospective Executor or prospective Trustee, if any, if the capacity of any Executor or Trustee be at issue) certifying to such fact. The language of such certificate shall be sufficient if acceptable to my Executor or the Trustee, or the prospective Executor or prospective Trustee, as the case may be, as indicating with reasonable certainty that such person is incapacitated. The physicians who issue such certificates, so long as they shall act in good faith in so doing, shall be entitled to indemnification by the trust of which such incapacitated person is a beneficiary (or by my estate, as the case may be) from any liability for rendering the opinion contained in any such certificates. My Executor, the Trustee, or the prospective Executor or the prospective Trustee, as the case may be, so long as it shall act in good faith in accepting such opinion, shall be entitled to indemnification by the trust of which such incapacitated person is a beneficiary (or by my estate, as the case may be) from any liability for acting pursuant to its good faith acceptance of such opinion. For all purposes of this Will, my Executor and the Trustee shall be considered to have failed or ceased to serve as an Executor, or Trustee, if he or she shall be deemed incapacitated pursuant to the provisions of this Paragraph.

7.4 The Code and Designated Sections. All references in this Will to the "Code" relate only to the Internal Revenue Code of 1986, as amended, and any successor or substitute

Internal Revenue Code. All references in this Will to a designated Section of the Code relate to such Section and to any amendments or substitute sections thereto.

7.5 Inviolability of the Trusts. Each trust created under this Will is a spendthrift trust. Except for the provisions of Paragraph 5.2, all payments or distributions from the trust estate, whether of income or principal, to each beneficiary or distributee shall be made to such beneficiary or distributee personally, and no part of such income or principal shall ever be transferred or assigned by any beneficiary or distributee, voluntarily or involuntarily, and shall not be subjected to any judicial process against any beneficiary or distributee before the same has been paid or distributed to such beneficiary or distributee. In no event shall any part or all of any interest of any beneficiary or distributee be subject to sale, hypothecation, assignment or transfer by any beneficiary or distributee, nor shall the principal or income of the trust estate be liable for the debt of any beneficiary or distributee or subject to any judgment against any beneficiary or distributee, nor shall any part of such principal or income be seized, attached or in any manner taken by judicial proceedings against any beneficiary or distributee on account of the debts, assignments, sale or encumbrances of any beneficiary or distributee. In accordance with these provisions, the Trustee shall pay or distribute to each beneficiary or distributee each sum payable to him or her according to the terms hereof, notwithstanding any purported sale, assignment, hypothecation, transfer, attachment or judicial process, exactly as if the same did not exist. Notwithstanding the foregoing provisions of this Paragraph, the Trustee of any trust created hereunder (but only if such Trustee is not also a beneficiary of such trust) may enter into any agreement, including without limitation, any assignment, guarantee, contract, surety agreement, or other promise to pay, conditional or unconditional, on behalf of any beneficiary of the trust estate, with any person, corporation, partnership or other entity, if the Trustee determines, in its absolute discretion, that such agreement is in the best interest of the beneficiaries of the trust estate; provided, however, nothing contained in this Paragraph shall be construed so as to broaden any standard within which the Trustee is authorized to make distributions of income or principal so that such standard is no longer considered an ascertainable standard under Section 2041 of the Code, when it otherwise would be considered ascertainable.

7.6 Trust Income. It is my intention that all income earned within the trust estate of each trust created under this Will shall be and retain its separate property character, whether such income is added to the principal of such trust or distributed to a beneficiary of such trust; and upon distribution of trust income to a beneficiary, such trust income shall be the separate property of such beneficiary.

7.7 Distributions by Right of Representation. Wherever this Will directs a distribution of assets to a person's issue by right of representation, then equal division of such assets is to be made with reference to such person's children, regardless of whether any of them are living. Thus, though a person's children were all deceased, the assets to be distributed or allocated would nevertheless be divided into as many equal shares as there were such deceased children with a descendant or descendants surviving at the time of distribution or allocation, and each such share would be divided similarly among the descendants of a deceased child. A distribution by right of representation shall be the same as a distribution "per stirpes."

7.8 Invalid Provisions. If any part of this Will shall be invalid, illegal or inoperative, for any reason, it is my intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative. My Executor and the Trustee may seek and obtain court instructions for the purpose of carrying out as nearly as may be possible the intention of this Will, as shown by the terms hereof, including any term held invalid, illegal or inoperative.

7.9 Headings and References. The headings which have been used throughout this Will have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Will. Any reference in this Will to a particular Item or Paragraph shall refer only to such Item or Paragraph contained within this Will unless such reference specifically refers to an Item or Paragraph contained in some other document; and any reference within a Paragraph or subparagraph, to a parenthetical lettered or numbered subparagraph "above" or "below," shall mean the first such parenthetical lettered or numbered subparagraph found above or below, as the case may be, within such Paragraph or subparagraph.

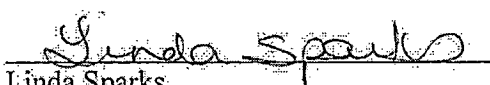
IN WITNESS WHEREOF, I, the said PHILIP V. BLAKELY, hereby set my hand to this my Last Will, typewritten on twenty three (23) sheets of paper (including signatures of witnesses and attached affidavit), this 16<sup>th</sup> day of June, 2016.

  
Philip V. Blakely

We, the undersigned, state that PHILIP V. BLAKELY published, declared and signed the above as his Last Will and Testament in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses this 16<sup>th</sup> day of June, 2016.

Witnesses:

Addresses:

  
Linda Sparks

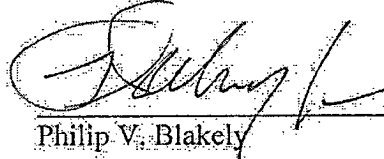
11541 C.R. 2316  
Poetry, TX 75160


  
Martha Barrios

2229 Forest Oaks  
Dallas, TX 75228

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

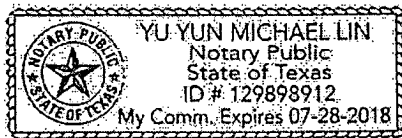
BEFORE ME, the undersigned authority, on this day personally appeared PHILIP V. BLAKELY, Testator, Linda Sparks and Martha Barrios, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said PHILIP V. BLAKELY, Testator, declared to me and to the said witnesses, in my presence, that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over and was of sound mind; and that each of said witnesses was then at least eighteen years of age.


  
Philip V. Blakely

  
Linda Sparks

  
Martha Barrios

SUBSCRIBED AND SWORN TO BEFORE ME by PHILIP V. BLAKELY, Testator, and by the said Linda Sparks and Martha Barrios, witnesses, this 16<sup>th</sup> day of June, 2016.



  
Notary Public, State of Texas  
Name Printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_