

COPY

**LAST WILL AND TESTAMENT**

**OF**

**BELINDA GAYLE DICKEY**

**Prepared by:**

**RAINEY & RAINEY, ATTORNEYS AT LAW, L.P.**

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**LAST WILL AND TESTAMENT  
OF  
BELINDA GAYLE DICKEY**

I, BELINDA GAYLE DICKEY, of McLennan County, Texas, make this my Last Will and Testament, and I revoke all Wills and Codicils previously made by me.

**ARTICLE I.  
Identification**

A. **Husband.** My husband's name is BOBBY H. DICKEY. All references in this Will to "my husband" are to him.

B. **Children.** I have one son from a prior marriage, MICHAEL EUGENE DICKEY. My husband has one daughter from a prior marriage, JACQUE MARIE DICKEY. It is my intention to treat my husband's daughter as my daughter for all purposes of this Will. In addition, it is my intention to treat the descendants of my husband's daughter as my descendants for all purposes of this Will. Accordingly, all references in this Will to "my children" are to MICHAEL EUGENE DICKEY and JACQUE MARIE DICKEY. In addition, all references in this Will to "my descendants" are to my children (as defined above) and to all of their respective descendants.

**ARTICLE II.  
Memorandum**

I request that the beneficiaries of my estate and my Executor honor the provisions of any memorandum written by me directing the disposition of any portion of my personal and household effects.

**ARTICLE III.  
Specific Gifts**

Except as may be provided in a memorandum authorized by Article II, all of my interest in any household goods, appliances, furniture and furnishings, pictures, silverware, china, glass, books, clothing, jewelry or other articles of personal use or ornament, and other tangible personal effects of a nature, use or classification similar to the foregoing shall be distributed to my husband; provided, however, if my husband fails to survive me, such property shall be distributed in the

same manner as the rest, residue, and remainder of my estate, with such property to be divided and allocated as such beneficiaries may agree, or if they cannot agree, as my Executor shall decide. If any beneficiary hereunder is a minor, my Executor may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom such minor's share is distributed shall be a complete discharge of my Executor.

#### **ARTICLE IV.**

##### **Residue**

If my husband, BOBBY H. DICKEY, survives me, I give, devise and bequeath him all of the rest, residue and remainder of my estate, subject to being held in the supplemental needs trust created under Article VI for his benefit. If my husband fails to survive me, all of the rest, residue and remainder of my estate shall be distributed to the following beneficiaries in equal shares:

1. MICHAEL EUGENE WATSON (my son); provided, however, if he fails to survive me, this share of the residue of my estate shall be distributed to his descendants who survive me per stirpes, or if no such descendant survives me, this share of the residue of my estate shall be distributed in the same manner as the share passing in Section 1 of this Article.
2. JACQUE MARIE DICKEY (my stepdaughter); provided, however, if she fails to survive me, this share of the residue of my estate shall be distributed to her descendants who survive me per stirpes, or if no such descendant survives me, this share of the residue of my estate shall be distributed in the same manner as the share passing in Section 2 of this Article.

#### **ARTICLE V.**

##### **Contingent Trusts and Supplemental Needs Trusts**

Any executor or trustee appointed under the provisions of this will shall create a Contingent Trust by distributing to a trustee, instead of to the beneficiary directly, any portion of my estate, or of a trust estate upon the trust's termination, which would be distributable to a beneficiary (a) who is under age 25; or (b) who lacks the mental capacity to manage his or her own financial affairs, as determined by my executor; or (c) who has filed a petition for protection under the Bankruptcy Code within 180 days before my death or (d) who has a disability as defined by the Social Security Administration or has reached age 65 and who needs Medicaid, or

who may likely need Medicaid or other benefits in the future for which he or she might qualify if distribution is made to a trust, as determined by my executor or trustee. Each beneficiary's portion so distributed shall be held and administered as a separate trust for the beneficiary.

A. Distributions to Beneficiary. The trustee may distribute to or for the benefit of the beneficiary, from time to time, so much or all of the trust estate as, in the trustee's discretion, is in the beneficiary's best interests.

B. Interests of Remainder Beneficiaries Secondary. The trustee is authorized to expend all principal as well as interest for the benefit of the primary beneficiary and may never be liable to remainder beneficiaries for doing so.

C. Termination of the Trust. In the case of a beneficiary under age 25, the trust shall terminate when the beneficiary attains that age or dies before that age; or, in the case of a beneficiary who lacks the mental capacity to manage his or her own financial affairs, the trust shall terminate when the beneficiary regains that capacity, as determined by my trustee, or the beneficiary dies; or, in the case of a beneficiary who has filed a bankruptcy petition or has a disability, the trust shall terminate when the beneficiary dies or the trustee in his or her absolute discretion determines that trust termination would be in the beneficiary's best interest. Upon termination, the trust estate shall be distributed to the beneficiary, but if the beneficiary is not then living, to or for the benefit of any persons the beneficiary may appoint in his or her will or in a trust, other than the beneficiary, the beneficiary's creditors, or the creditors of the beneficiary's estate. To be effective, such appointment must refer expressly to this trust. In the absence of such appointment, upon the beneficiary's death, the trustee shall distribute the remaining trust property as follows:

- 1) If the beneficiary is my spouse, then to the individuals or trustees who would have taken my residuary estate under this will, in the portions they would have received, had I died at the time of termination of the trust.

- 2) If the beneficiary is not my spouse, then to the beneficiary's descendants. If none of the beneficiary's descendants is then living, to the individuals or trustees who would have taken my residuary estate under this will, in the portions they would have received, had I died at the time of termination of the trust.

D. Maximum Term of Trust. Notwithstanding any other provision herein, no trust shall continue for a period longer than 21 years after the death of the last to die of all the descendants of my parents and grandparents who were living at my death. Any trust still in force at that time shall terminate, and the trust estate shall be distributed to the beneficiary.

E. Protection of Trust Assets (Spendthrift Provision). No beneficiary shall have the power to anticipate, encumber or transfer his or her interest in the trust estate in any manner. No

part of any trust estate shall 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.

F. **Choice of Law.** Unless the trustee determines otherwise, the situs of each trust established under this Will shall be the state of Texas, and Texas law shall govern it. However, the trustee in his or her discretion may select the location (situs) of this trust, and to the extent permissible under the law of that jurisdiction, its law shall govern the trust. Provided, in any case, the validity of each trust and the validity of all transfers of property to the trustee by the executor shall be determined by reference to the laws of the state of Texas.

G. **Supplemental Needs Trust.** It is not my intention to displace public or private financial assistance that may otherwise be available to any beneficiary. Distributions shall be limited so that no beneficiary is disqualified from receiving public benefits to which he or she is otherwise entitled, and this trust shall be administered so as to supplement and not supplant such benefits. Provided, the trustee may, in the trustee's sole, absolute, complete and unfettered discretion, make any distributions in the beneficiary's best interests even if such distributions may result in an impairment or diminution of the beneficiary's receipt or eligibility for government benefits or assistance.

H. **Separate Property.** It is my intent that any and all interests in any trust established under this will, including both income and principal, and all distributions out of any such trust, whether of income or principal, are separate property of the beneficiary, not community property.

## ARTICLE VI.

### **Executor and Trustee Appointments**

A. **Executor.** I appoint my husband, BOBBY H. DICKEY, and JULIAN WEST to be Independent Co-Executors of my Will and estate. If BOBBY H. DICKEY and JULIAN WEST both fail to qualify, die, resign, become incapacitated, or otherwise cease to serve, I appoint KENNETH RAY WARREN to be Independent Executor of my Will and estate.

B. **Trustee.** I appoint JULIAN WEST to be Trustee of all trusts created by my Will. If JULIAN WEST fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve, I appoint KENNETH RAY WARREN to be Trustee of all trusts created by my Will.

C. **Vacancy in Trusteeship.** If the trusteeship of the BOBBY H. DICKEY SUPPLEMENTAL NEEDS TRUST becomes vacant, and no successor Trustee is appointed pursuant to the provisions of this Article, the power to appoint a successor shall be exercisable by my husband's legal guardian or conservator. If such legal guardian or conservator fails to appoint a successor, then a successor Trustee shall be appointed by a court of competent jurisdiction.

D. **Bond; Independent Administration.** To the extent permissible by law, no bond, surety, or other security shall be required of my Executor or of my Trustee in any jurisdiction. No action shall be required in any court in relation to the settlement of my estate other than the probating and recording of my Will and, if required by law, the return of an inventory, appraisalment, and list of claims of my estate. An affidavit in lieu of inventory may be substituted for an inventory, appraisalment, and list of claims if permitted by law.

E. **Expenses and Compensation.** Every Executor and Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Executor's or such Trustee's duties. Each corporate Executor and each corporate Trustee shall be entitled to fair and reasonable compensation for services rendered by such Executor or such Trustee in an amount not exceeding the customary and prevailing charges for services of a similar character at the time and place such services are performed. No individual Executor or Trustee shall receive any compensation for serving under this Will.

F. **Ancillary Executors and Trustees.** If my estate or any trust created by this Will contains property located in another state or a foreign jurisdiction and my Executor or Trustee cannot or chooses not to serve under the laws thereof, my Executor or Trustee shall have the power to appoint an ancillary individual or corporate Executor or Trustee of such property.

G. **Multiple Executors and Trustees.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Executor" or "Trustee" shall also mean and include all persons or entities who may at any time be serving and any Co-Executors, Co-Trustees, alternates, or successors. Except as otherwise specifically provided in this Will, if Co-Executors or Co-Trustees are designated to serve hereunder or if Co-Executors or Co-Trustees are already serving, and one such Co-Executor or Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise fails or ceases to serve for any reason, then the remaining Executor or Trustee, or Co-Executors or Co-Trustees, as the case may be, shall serve or continue to serve in such capacity.

H. **Actions by Co-Executors and Co-Trustees.** When multiple Executors or Trustees are serving, each such Executor or Trustee shall have the authority to act alone and independently of the other Executors or Trustees then serving, without the necessity of consultation with or approval of any other Co-Executor or Co-Trustee. Any writing signed by a Co-Executor or Co-Trustee with the authority to act alone and independently shall be valid and effective for all purposes as if signed by all such Executors or Trustees.

**ARTICLE VII.**  
**Executor and Trustee Powers**

Each Executor and Trustee shall, to the extent permitted by law, act independently and free from the control of any court as to my estate and as to every trust established under this Will (and as to all of the property of my estate and all of the property of every trust created under this Will). Each Executor and Trustee shall have and possess all powers and authorities conferred by statute or common law in any jurisdiction in which such Executor and Trustee may act, including all powers and authorities conferred by the Texas Estates Code and the Texas Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this Will, in which case the express provisions of this Will shall control. In addition to such powers and authorities, each Executor and Trustee shall have and possess the following powers and authorities (each of which shall be exercisable in the discretion of such Executor or Trustee) with respect to my estate and every trust established hereunder, and the following provisions shall apply to my estate and every trust established under this Will:

(1) To retain, in the discretion of my Executor or Trustee, any property owned by me without regard to the duty to diversify investments under the laws governing my estate or a trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by this Will) for cash, property or credit, or to partition, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as my Executor or Trustee deems proper, all or any part of the properties of my estate or any trust, specifically including the power to sell and convey real property and the power to execute deeds with regard to any such sale or conveyance, and no vendee or lessee shall be required to look to the application of any funds paid to my Executor or Trustee;

(3) To borrow money from any source (including any Executor or Trustee) and to mortgage, pledge, or in any other manner encumber all or any part of the properties of my estate or any trust as may be advisable in the judgment of my Executor or Trustee for the advantageous administration of my estate or any trust;

(4) To make, in the discretion of my Executor or Trustee, any distribution required or permitted to be made to any beneficiary under this Will, or under any trust established by this Will, in any of the following ways when

such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or estate; (iii) by applying the required or permitted distribution for the benefit of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to my Executor or Trustee;

(5) To access, control, use, cancel, deactivate, or delete my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information;

(6) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of my estate or of any trust; and, in making any such divisions, partitions, or distributions, the judgment of my Executor or Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive; and, further, my Executor shall be authorized to make distributions from my estate in divided or undivided interests and on a pro rata or non-pro rata basis and to adjust distributions for resulting differences in valuation;

(7) To invest and reinvest the properties of my estate or of any trust in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to my entire estate or to the entire trust, and to make loans to any beneficiary of any trust with adequate security and at an adequate interest rate; and



(8) To enter into any transaction on behalf of my estate or of any trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Executor or Trustee under this Will is also a trustee, including any trust established by this Will; (ii) an estate of which any Executor or Trustee under this Will is also an executor, personal representative or administrator, including my estate; (iii) a business or trust controlled by any Executor or Trustee under this Will or of which any such Executor or Trustee, or any director, officer or employee of any such corporate Executor or corporate Trustee is also a director, officer or employee; or (iv) any beneficiary, Trustee, or Executor under this Will acting individually.

## **ARTICLE VIII.**

### **Miscellaneous**

**A. Spendthrift Provisions.** Each trust created by this Will shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under this Will or under any trust created by this Will shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

**B. Maximum Duration of Trusts.** Notwithstanding anything to the contrary contained in this Will, each trust created by this Will, unless earlier terminated according to the terms of this Will, shall terminate one day less than 21 years after the date of death of the last to die of the following persons who are living at my death: (1) my husband, (2) my parents' descendants, (3) my husband's parents' descendants, and (4) any other beneficiaries of my estate or a trust created hereunder as well as the descendants of such other beneficiaries; provided, however, that if my Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the earlier date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such trust shall be distributed to the primary beneficiary of such trust.

C. **Accounting.** Except as otherwise provided in this Section, all properties, books of account, and records of my estate and of each trust created by my Will shall be made available for inspection at all times during normal business hours by any beneficiary of my estate or such trust who is entitled thereto, or by any person designated by such beneficiary. Furthermore, except as otherwise provided in this Section, within 60 days of receiving a written request from a beneficiary of a trust created by my Will who is entitled to receive an accounting, my Trustee shall furnish an accounting to such beneficiary. Any such accounting shall comply with the requirements of the Texas Trust Code and shall be deemed correct and binding one year after receipt by the requesting beneficiary. Notwithstanding the foregoing, with regard to each beneficiary of a trust who is under 25 years of age, my Trustee shall be relieved of the duty to keep such beneficiary reasonably informed concerning the administration of such trust and the material facts necessary for such beneficiary to protect such beneficiary's interest, and my Trustee shall have no duty to respond to a demand for an accounting.

D. **Survivorship Provisions.** No person shall be deemed to have survived me if such person shall die within 30 days after my death. Any person who is prohibited by law from inheriting property from me shall be treated as having failed to survive me.

E. **Descendants.** References to "descendant" or "descendants" (except as provided in Article I, Section B) mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, such references shall include, with respect to any provision of this Will, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under my Will as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.

F. **Discretion.** Whenever in this Will an action is authorized in the discretion of my Executor or Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of such Executor or Trustee.

G. **Incapacitated.** A beneficiary shall be deemed "incapacitated" if my Executor or Trustee, in my Executor's or Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. My Executor or Trustee shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of such Executor's or Trustee's person or estate has been appointed by a court of competent jurisdiction and is serving as such, or (iii) one physician (licensed to practice medicine in the state where my Executor or Trustee is domiciled at the time of the certification, and who is board certified in the specialty most closely associated with the cause of such Executor's or Trustee's incapacity) certifies that due to a physical or mental condition my Executor or Trustee lacks the ability to

manage his or her own personal and financial affairs. An Executor or Trustee shall immediately cease to serve upon being deemed incapacitated.

**H. Governing Law.** The construction, validity and administration of each trust created under this Will shall be controlled by the laws of the State of Texas. My Trustee may designate the laws of another jurisdiction as the controlling law with respect to the construction, validity and administration of a particular trust if either (i) my Trustee resides in, or administers that trust in, such designated jurisdiction (or in the case of a corporate Trustee, if such corporate Trustee is chartered in such designated jurisdiction), or (ii) the primary beneficiary of such trust resides in such designated jurisdiction, in which case the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each beneficiary of the affected trust.

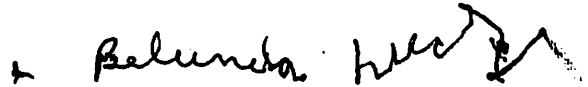
**I. Right To Use Principal Residence.** Each primary beneficiary of a trust created hereunder who desires to qualify eligible real or personal property for the homestead exemption shall have the right to use and occupy such property owned by such trust as such primary beneficiary's principal residence rent free, without charge, and at no cost (other than the payment of taxes and other costs and expenses specified in my Will or ordered by a court) for life or until such trust terminates, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. It is my intention that each home owned by a trust created under my Will qualify for the homestead exemption and that the trust which owns such property is a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code and, if applicable, Section 41.0021 of the Texas Property Code.

**J. Per Stirpes.** When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) living children of such person, if any, and (ii) deceased children who left descendants who survive such person. Each living child shall receive one share, and the share that would have passed to each deceased child shall be divided in a similar manner (by reapplying the preceding rule) among his or her descendants who survive such person. For example, if a person has deceased children and surviving children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no surviving children at such time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition.

**ARTICLE IX.**  
**No Contest Clause**

If any beneficiary of my estate or of a trust created hereunder in any manner, directly or indirectly, contests the probate or validity of this Will or any of its provisions, or institutes or joins in, except as a party defendant, any proceeding to contest the probate or validity of this Will or to prevent any provision hereof from being carried out in accordance with the terms hereof, then all benefits provided for such beneficiary are revoked and shall pass as if that contesting beneficiary had failed to survive me. Each benefit conferred herein is made on the condition precedent that the beneficiary receiving such benefit shall accept and agree to all of the provisions of this Will or any trust created hereunder, and the provisions of this Article are an essential part of each and every benefit. My Executor or Trustee shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest. Such reimbursement shall be made from my estate if the contest involves my estate, or from the affected trust if the contest involves a trust.

I, BELINDA GAYLE DICKEY, as testator, after being duly sworn, declare to the undersigned witnesses and to the undersigned authority that this instrument is my will, that I willingly make and execute it in the presence of the undersigned witnesses, all of whom are present at the same time, as my free act and deed, and that I request each of the undersigned witnesses to sign this will in my presence and in the presence of each other. I now sign this will in the presence of the attesting witnesses and the undersigned authority on July 8, 2021.

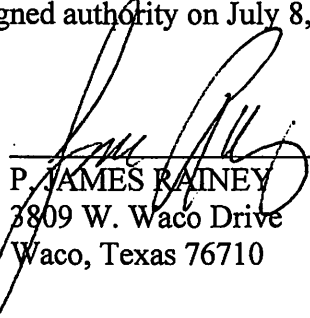


BELINDA GAYLE DICKEY, Testator

The undersigned, BETHANY MROK and P. JAMES RAINEY, each being at least fourteen years of age, after being duly sworn, declare to the testator and to the undersigned authority that the testator declared to us that this instrument is the testator's will and that the testator requested us to act as witnesses to the testator's will and signature. The testator then signed this will in our presence, all of us being present at the same time. The testator is eighteen years of age or over (or being under such age, is or has been lawfully married, or is a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service), and we believe the testator to be of sound mind. We now sign our names as attesting witnesses in the presence of the testator, each other, and the undersigned authority on July 8, 2021.



BETHANY MROK  
3809 W. Waco Drive  
Waco, Texas 76710

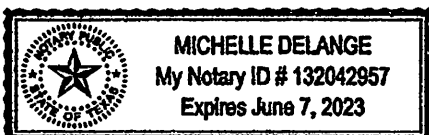
  
P. JAMES RAINEY  
3809 W. Waco Drive  
Waco, Texas 76710


STATE OF TEXAS

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COUNTY OF MCLENNAN

Subscribed and sworn to before me by the said BELINDA GAYLE DICKEY, the testator, and by the said BETHANY MROK and P. JAMES RAINEY, witnesses, on July 8, 2021.



  
Notary Public, State of Texas