



Control Number: 38230



Item Number: 698

Addendum StartPage: 0

Lone Star Transmission, L.L.C.  
1000 Louisiana Street, Suite 5550  
Houston, Texas 77002

Re: Response to questionnaire (SOAH Docket No. 473-10-4398, PUC No. 38230)  
Request for Clarification (SOAH Docket No. 473-10-4398, Docket No. 38230)  
Central A to Central C to Sam Switch/Navarro Proposed 345-KV Crez  
Transmission Line

Dear Sir or Madam:

I am contacting you today in order to file Answer and Responses to Commission Staff's First Set of Requests for Information to All Intervenors which filed with the Public Utility Commission on June 25, 2010 (SOAH Docket No. 473-10-4398, PUC Docket No. 38230). Attached are the answers to said First Set of Requests for Information to All Intervenors as set forth herein.

Also enclosed for your review are the deeds and other pertinent information pertaining to my ownership within said referenced property, as requested in the Application of Lone Star Transmission, LLC for a Certificate of Convenience and Necessity for the Central A to Central C to Sam Switch/Navarro Proposed Crez Transmission Line Filed June 2, 2010 (SOAH Docket No. 473-10-4398, Docket No. 38230).

Should you have any questions, please do not hesitate in contacting me.

I plan on attending the July 9, 2010 Prehearing with hopes on attaining more information regarding this matter.

Sincerely,

*Louisa Musselman Fikes*

Louisa Musselman Fikes

Contact Information:  
Louisa Musselman Fikes  
2206 Stanolind Avenue  
Midland, Texas 79705  
(432)818-0320 Work Phone  
(325)513-1777 Cell Phone  
[LMusselman@crowquest.com](mailto:LMusselman@crowquest.com)

698

Commission Staff's First Set of Requests for Information

SOAH Docket No. 473-10-4398

PUC Docket No. 38230

Responses:

Staff-1-1: Do you have a habitable structure, as defined by P.U.C. SUBST. R. 25.101(a)(3), near one or more of the segments of the proposed transmission line? If so, describe the structure, identify the segment(s) and estimate how far the segments are from the habitable structure. P.U.C. SUBST. R. 25.101(a)(3) defines "Habitable structures" as follows: "Structures normally inhabited by humans or intended to be inhabited by humans on a daily or regular basis. Habitable structures include, but are not limited to, single-family and multi-family dwellings and related structures, mobile homes, apartment buildings, commercial structures, industrial structures, churches, hospitals, nursing homes and schools."

Response to Staff-1-1:

Yes there are multiple habitable structures, including 4 houses and several barns. Because we do not have a detailed description of the proposed line location we are uncertain as to the exact distance from the proposed AA but one group of structures lies about 3,000' and another 1,500' north of the route.

Staff-1-2: Does one or more of the segments of the proposed transmission line cross your property? If so, identify the segments and any features including but not limited to a property line, pipeline, power line or road that the segments follow through your property.

Response to Staff-1-2:

Yes, Link AA goes through the center of the property, entering the west side of the property in tract 4-48.001, one half of a mile east of a point on Shackelford County Road 139, said point being approximately 8,000 feet south of Farm to Market Road 601, and proceeding east 6 miles, and then exiting the property at the intersection of Farm to Market Road 601 and Shackelford County Road 103 in tract 474A.001.

Staff-1-3: Do any existing transmission or distribution lines cross your property? If so, please describe how and where they cross your property.

Response to Staff-1-3:

There are 3 small existing distribution lines that serve oil and gas wells on the property. Two extend south from FM 601 less than one mile and each serve inactive wells that will be plugged and the power lines removed. The other power line runs into the south side of the ranch less than half of a mile and serves a shallow oil lease and a ranch water pump. There are additional short distribution lines off of FM 601 that serve ranch houses and barns.

Staff-1-4: Are any existing transmission or distribution lines visible from your property? If so, please describe from where the lines are visible, approximately how far away the lines are located and how the current lines affect your property, if at all.

Response to Staff-1-4:

Yes. There are power lines on FM 601 that serve homes along it. They are only visible from the northern boundary of the property and affect it by providing electric service. No transmission lines are visible from the property.

Staff-1-5: Do you currently have any windmills located on your property? If so, please describe the location of the windmills and how many are located on your property.

Response to Staff-1-5:

No and we have no intention of ever having any constructed.

Staff-1-6: Are you aware of any directly affected landowner that did not receive notice of the proposed transmission line from Lone Star? If so, please identify the landowner and describe as best possible the location of the property affected. A directly affected landowner is any landowner from which Lone Star would need to obtain an easement or other property interest if it built the transmission line using one or more of the segments of the proposed transmission line, or whose land contains a habitable structure that is within 500 feet of the centerline of one or more of the segments of the proposed transmission line.

Response to Staff-1-6:

NO

Staff-1-7: Have you discussed any modifications to the proposed transmission line route on your property with a representative of Lone Star? If so, what were the modifications to the proposed route that you suggested and what was the response from Lone Star?

Response to Staff-1-7:

NO. Until 3 weeks ago, I had yet to be notified of said proposed route.

Staff-1-8: What are your specific concerns about the proposed transmission line?

Response to Staff-1-8:

Link AA traverses through undeveloped ranchland with limited access or infrastructure. The proposed Link AA diverts 15 miles to the north from the straight path from Central C to the Sam Switch and all published material states the selected route should remain as direct as possible. Since there is little variation in terrain south of AA this unexplained diversion should add significant unnecessary expense. Furthermore, such link appears to completely violate the routing criteria of Chapter 25 of the P.U.C. rules (particularly 25.101 (B)(3)(B)).

Staff-1-9: Did you attend any open houses presented by Lone Star concerning this proposed transmission line? If so, when and where? Did you provide written comments to Lone Star at or after the open house? If so, please provide them.

Response to Staff-1-9:

I have not been notified of any open houses. The only event to which I have been notified is the upcoming Prehearing, to be held in Austin, Texas this Friday, July 9. I will be in attendance.

Staff-1-10: Are your property boundaries for the property you own represented accurately on the maps provided by Lone Star in its application? If not, please explain any discrepancies and provide a modified Lone Star map or drawing to indicate the discrepancies. Online versions of the maps can be viewed at <http://www.lonestar-transmission.bgtpartners.com/open-house-materials.html> . In addition, Lone Star will provide hard copies of these maps at each location where its Application is available for public review (such locations are listed in Lone Star's notice) and will provide a hard copy to any party upon request.

Response to Staff-1-10:

None of the maps presented by Lone Star, LLC provide detailed boundaries of the property.

Staff-1-11: What is the primary use for your property and, in your opinion, will this use be impacted by the proposed transmission line?

Response to Staff-1-11:

The Lazy 3 Ranch is and has been a working horse and cattle operation for over 82 years within the same family. Yes, our operation would be vastly affected.

Staff-1-12: In your opinion, is there any feature about your land that you believe should be considered when routing a transmission line on your property? If so, please explain.

Response to Staff-1-12:

- **Access:** Because our property has operated as a working cattle and horse ranch since 1928, there are very, very few roads. The roads that do exist are little more than cattle trails. Construction of roads to build and serve the proposed transmission lines would be more harmful than the actual lines. Because the route traverses the ranch far from existing public improved roadways it would necessitate constant traffic through our private lands. There would be severe damage to cattle and hunting operations that are our main source of revenue.
- **Flood Plains:** Over 2 miles of the proposed route that traverse our property are located within a flood plain with serious risk for water damage/erosion.
- **Topography:** The topography is such that construction would be difficult, destructive to the ecology, and terribly time consuming because of drastic elevation changes, creeks and ravines.
- **Terrain:** Because of the rugged terrain in Shackelford County, costs will increase and maintenance will prove a constant expense.
- **Devastate Value:** Said proposed line would devastate the value and use of our Lazy 3 Ranch. It does not run along a boundary or roadway, but instead directly through the center of the property, therefore it would be harmful to any and all operations, and devastate the property value.

Staff-1-13: Please identify all persons with ownership interest in your property.

Response to Staff-1-13:

John E. Musselman II  
James Claude Musselman  
Henry Green Musselman  
Carolyn Musselman  
Heirs of John E. Musselman II:  
John E. Musselman III  
James Henry Musselman  
Mary Anna Musselman  
Heirs of James Claude Musselman:  
James Claude Musselman II  
Matt Reynolds Musselman  
Meredith Clarac Musselman  
William Musselman  
Heirs of Henry Green Musselman  
Mary Louisa Musselman Fikes

Luke Austin Musselman  
Molly Green Musselman

The documentation I provided as a response to the Clarification of Ownership should be helpful in this matter.

Staff-1-14: If the transmission line is routed on your property, please identify specifically the location that you would prefer for the right-of-way of the line. Use a map to show the location. Online versions of the maps can be viewed at <http://www.lonestar-transmission.bgpartners.com/open-house-materials.html> . In addition, Lone Star will provide hard copies of these maps at each location where its Application is available for public review (such locations are listed in Lone Star's notice) and will provide a hard copy to any party upon request.

Response to Staff-1-14:

See response to Staff-1-12. Because of the nature of our property, there would be no desirable route except for one that would utilize public roadways.

**SOAH DOCKET NO. 473-10-4398**  
**PUC DOCKET NO. 38230**

**COMMISSION STAFF'S FIRST SET OF REQUESTS FOR ADMISSIONS  
TO ALL INTERVENORS**

**Staff RFA 1-1:** Admit or deny that you do not own or reside in a habitable structure within 500 feet of the centerline of any proposed transmission line route in this docket.

**Response to Staff RFA 1-1:**

I do not own or reside in such structure.

**Staff RFA 1-2:** Admit or deny that the property boundaries for the property(ies) you own are accurately represented on the maps provided by the Lone Star.

**Response to Staff RFA 1-2:**

The property boundaries are not represented.



Louisa Musselman Fikes, Luke Austin Musselman and Molly Green Musselman are the Children of Melinda McCloud Musselman and Henry Green Musselman

WARRANTY DEED

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

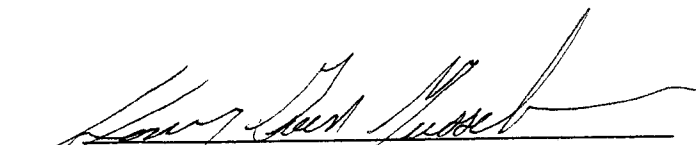
COUNTY OF SHACKLEFORD

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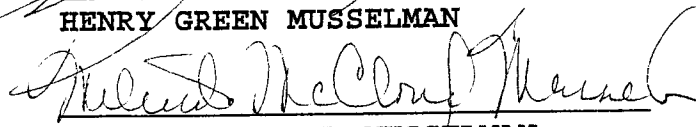
THAT, HENRY GREEN MUSSELMAN and wife, MELINDA McCLOUD MUSSELMAN, 2200 Sinclair, Midland, Texas 79705, ("Grantors"), for and in consideration of the love and affection that we bear for the beneficiaries of the trust herein created and other good and valuable consideration, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do grant, sell and convey unto HENRY GREEN MUSSELMAN, TRUSTEE, 2200 Sinclair, Midland, Texas 79705 ("Trustee"), one-third (1/3) of all of our undivided interest in and to the surface estate only of all that certain property described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above described property and interest together with all and singular the rights, hereditaments and appurtenances thereto in anywise belonging unto Trustee and Grantors hereby bind themselves, their heirs, executors and administrators to warrant and forever defend, all and singular, the said property and interest unto Trustee, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this 24th day of June, 1994.

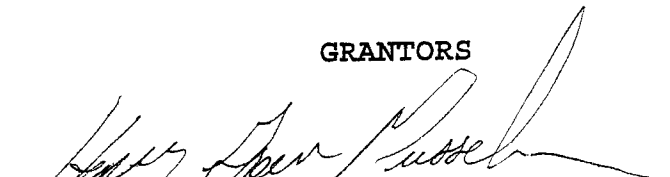


\_\_\_\_\_  
HENRY GREEN MUSSELMAN



\_\_\_\_\_  
MELINDA McCLOUD MUSSELMAN

GRANTORS



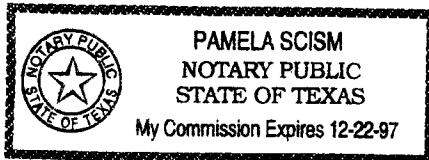
\_\_\_\_\_  
HENRY GREEN MUSSELMAN

TRUSTEE

ACKNOWLEDGEMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

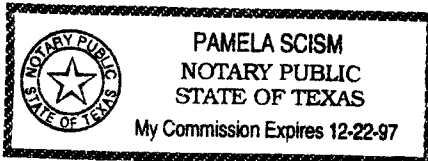
This instrument was acknowledged before me on the 24<sup>th</sup> day of June, 1994, by HENRY GREEN MUSSELMAN, in the capacities therein stated.



PAMELA SCISM  
Notary Public in and for the  
State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 24<sup>th</sup> day of June, 1994, by MELINDA McCLOUD MUSSELMAN.



PAMELA SCISM  
Notary Public in and for the  
State of Texas

## EXHIBIT "A"

A part of the Poindexter Ranch, Shackelford County, Texas, surface only, described as follows:

		<u>SEC.</u>	<u>ABST.</u>	<u>ACRES</u>
a.	Blind Asylum Lands SW/4	24	890	102.8
	SE/4	24	36	131.05
b.	Blind Asylum Lands Part Section 25, Abstract Nos. 193, 924 and 1621			200.74
c.	Blind Asylum Lands SW Pt.	26	956	87
	SE Pt.	26	1207	55.7
d.	Blind Asylum Lands NW/4	27	1158	160
	NE/4	27	1163	163
	SW/4	27	1165	160.7
	SE/4	27	1164	173
e.	Blind Asylum Lands NW/4	28	996	140.6
	NE/4	28	995	163
	SW/4	28	997	160
	SE/4	28	955	164
f.	Blind Asylum Lands NW/4	29	1103	165
	NE/4	29	1038	163.4
	SW/4	29	923	164
	SE/4	29	925	163
g.	Blind Asylum Lands NW/4	30	43	160
	NE/4	30	951	164
h.	Blind Asylum Lands NW/4	31	893	160
	NE/4	31	650	160
				<hr/> 3160.99

TRUST INDENTURE

STATE OF TEXAS           §  
                                  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MIDLAND     §

THIS INDENTURE OF TRUST made this 23rd day of December, 1993, by and between HENRY GREEN MUSSELMAN and wife, MELINDA McCLOUD, MUSSELMAN, herein called Grantors, and HENRY GREEN MUSSELMAN, herein called Trustee,

W I T N E S S E T H

In consideration of the acceptance by the Trustee of the trusts hereby created and his acceptance of the duties, responsibilities, rights, privileges and powers as Trustee hereunder, and his acknowledgment and declaration that he is possessed of the properties hereinafter described and will hold the same in trust hereunder in order to create the trust for the uses, purposes and persons, and upon the terms and conditions hereinafter set forth, Grantors hereby grant, assign and deliver unto the Trustee and his substitutes and successors hereunder, the sum of Ten Dollars in cash.

TO HAVE AND TO HOLD, all and singular, said property, and all other properties, real and personal, which Grantors, or any other person or persons may at any time add or cause to be added to the trust estate in any manner, together with all and singular the rights, hereditaments and appurtenances unto the same belonging or in anywise incident or appertaining thereto, in trust, nevertheless, for the uses, purposes and persons, and subject to, upon and with, all of the terms, provisions, conditions, privileges, rights and powers hereinafter set forth.

FIRST

The trusts created hereunder shall be collectively designated, described, referred to and known as the HENRY GREEN MUSSELMAN CHILDREN'S TRUST. All transactions, however, affecting or involving the trusts hereunder shall be carried out by the Trustee in his individual style merely as Trustee. While the properties held from time to time by the Trustee hereunder may be referred to herein as the trust estate, all such references are for convenience only, it being expressly directed that each share or portion of the trust estate held for the use and benefit of each separate beneficiary shall be a separate and distinct trust, and, subject to the terms and conditions hereinafter set forth, shall be so held and treated by the Trustee.

## SECOND

A. The Trustee shall take and hold the trust estate, subject to the terms and conditions hereinafter set forth, for the use and benefit of Mary Louisa Musselman, Luke Austin Musselman and Molly Green Musselman, in equal shares.

B. If any beneficiary of a trust created herein who has not attained the age of twenty-one (21) years shall die while a share or portion of the trust estate is then held in trust for the use and benefit of such deceased beneficiary, then the share or portion of the trust estate then held for the use and benefit of such deceased beneficiary shall be held by the Trustee for the use and benefit of such persons, firms and corporations, including such beneficiary's estate, his or her creditors and the creditors of his or her estate, as such beneficiary may appoint by will, in his or her absolute discretion. The powers of appointment by will herein granted shall be deemed to be properly exercised by a provision in the will of the holder of such power evidencing a specific intent to exercise such power of appointment, though it shall not be necessary that the holder of such power make specific reference to the particular power of appointment herein granted.

C. In the event of default in the exercise of the power of appointment by will granted to a beneficiary hereunder under the foregoing provisions of this Article Second, and in the case of all beneficiaries hereunder who have attained the age of twenty-one (21) years, the remaining share or portion of the trust estate held for the use and benefit of such beneficiary at his or her death shall thereafter be held by the Trustee for the use and benefit of the then living children of such deceased beneficiary, share and share alike, according to principles of representation, but if there be none, then for the use and benefit of the then living children of the parent of such deceased beneficiary, share and share alike, according to the principles of representation.

## THIRD

A. Subject to the right of termination set forth in Paragraph B. of this Article III, each of the trusts created hereunder shall continue until the beneficiary of such trust shall have attained the age of thirty-five (35) years when each such trust shall terminate, and the Trustee shall distribute, deliver and pay over, absolutely and free of trust hereunder, to such beneficiary, the entire trust estate, both principal and income, then held in trust for the use and benefit of such beneficiary.

B. Notwithstanding any provision herein to the contrary, each beneficiary of a trust created herein, upon attaining the age of twenty-one (21) years, shall have the absolute right to cause the termination of such beneficiary's trust and to compel the Trustee to distribute, deliver and pay over, absolutely and free of trust, the entire trust estate, both principal and income, then held in trust for the use and benefit of such beneficiary. The Trustee shall notify the beneficiary, the beneficiary's guardian if the beneficiary is under legal disability, or the personal representative of the estate of the beneficiary if the beneficiary has died after becoming entitled to such right of termination, within a reasonable time following such beneficiary's attaining the age of twenty-one (21) years that the beneficiary has a termination right. The termination right of the beneficiary shall lapse thirty (30) days after receipt by the beneficiary of the notice herein required. The termination right shall be exercisable only by written instrument executed by the beneficiary, the guardian of the beneficiary if the beneficiary is for any reason under a legal disability to exercise the termination right, or the personal representative of the estate of the beneficiary if the beneficiary has died after becoming entitled to such right of termination, and delivered to the Trustee. Upon receipt of such instrument, the Trustee shall immediately deliver and pay over, absolutely and free of trust, the entire trust estate, both principal and income, then held in trust for the use and benefit of such beneficiary.

C. If, by reason of the death of any trust beneficiary, any other beneficiary of the trust estate shall become entitled to an additional share or portion of the trust estate, such additional share or portion shall be delivered and paid over, absolutely and free of trust hereunder, to such beneficiary, unless such beneficiary shall not have attained the age of thirty-five (35) years, in which event, such additional share or portion shall be added to the share or portion of the trust estate then held for the use and benefit of such beneficiary.

D. Following any contribution to the trust estate (including the original transfer in trust) by the Grantors, or any other person, each trust beneficiary who has attained the age of twenty-one (21) years shall have the absolute right to withdraw from the trust estate an amount in cash or property (including but not limited to the actual contribution) equal to the lesser of: (i) the entire contribution to the trust; or (ii) a portion of the contribution having a fair market value equal to the amount specified for the gift tax exclusion in Internal Revenue Code Section 2503(b), as amended, determined as of the date of contribution. If a donor to the trust estate is married at the

time of the gift and the gift is of the donor's separate property as defined under local law and eligible for gift splitting under Section 2513 of the Internal Revenue code, as amended, this portion shall be doubled, whether or not the donor's spouse joins in the gift pursuant to Section 2513. However, aggregate withdrawals with respect to contributions made by one donor during any single calendar year shall not exceed in fair market value the foregoing Internal Revenue Code limitation determined as of the date of contribution of the amount otherwise withdrawable. The Trustee shall notify the beneficiary, the beneficiary's guardian if the beneficiary is under legal disability, or the personal representative of the estate of the beneficiary if the beneficiary has died after becoming entitled to such right of withdrawal, within a reasonable time following such contribution, that the trust has received an addition as to which the beneficiary has a demand right. The demand right of the beneficiary shall be noncumulative and shall lapse thirty (30) days after receipt by the beneficiary of the notice herein required. The demand right shall be exercisable only by written instrument executed by the beneficiary, the guardian of the beneficiary if the beneficiary is for any reason under a legal disability to exercise the demand right, or the personal representative of the estate of the beneficiary if the beneficiary has died after becoming entitled to such right of withdrawal, and delivered to the Trustee. Upon receipt of such instrument, the Trustee shall immediately distribute to such beneficiary the properties allocable to him, free of trust. The Trustee shall at all times while any withdrawal rights are outstanding retain sufficient liquid funds or transferable assets in the trust to satisfy all such withdrawal rights.

#### FOURTH

A. After paying, or making provision for the payment of, all reasonable and necessary expenses and charges incident to each trust created under this trust indenture including the compensation due and payable to the Trustee, as provided by the Texas Trust Code, the Trustee shall distribute the trust property held in each trust, according to the following terms and conditions:

1. The Trustee shall pay over to or for each beneficiary, free of trust, out of the current net income of that beneficiary's trust, such amounts, from time to time and at such times, as in the absolute discretion of the Trustee may be required or necessary for the proper support, maintenance, health, education and medical care of such beneficiary and his or her spouse and children.



Any current net income received during any year which the Trustee does not pay over to such beneficiary during that year shall be retained by the Trustee and shall be added to the principal of that beneficiary's trust and shall be treated as principal of such trust for all purposes hereunder.

2. Whenever payments to a trust beneficiary in excess of the current net income may be required or necessary for the proper support, maintenance, health, education and medical care of such beneficiary and his or her spouse and children, the Trustee, in his absolute discretion, shall pay over to or for such beneficiary, free of trust, out of the principal of that beneficiary's trust, such amounts, from time to time and at such times, as may be required or necessary for the proper support, maintenance, health, education and medical care of such beneficiary and his or her spouse and children.

3. During the term of a trust, the Trustee may make any distribution from the trust (i) to the beneficiary, (ii) to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing for the beneficiary's use or (iii) to a custodian for a minor beneficiary, as selected by the Trustee, under the Uniform Gifts to Minors Act of any state. Alternatively, the Trustee may apply the distribution for the beneficiary's benefit.

4. In the exercise of the discretion conferred upon the Trustee, the Trustee shall consider the needs and other resources and income of the beneficiary and his or her spouse and children and shall consider the mode, manner and standard of living theretofore enjoyed by the beneficiary and his or her spouse and children. In ascertaining such needs, other resources and income, and in determining the mode, manner and standard of living, the Trustee shall use reasonable diligence, but the determination of the Trustee in this regard made in good faith shall be binding and conclusive on all parties at interest. The provisions for the proper support, maintenance, health, education and medical care of the beneficiaries shall predominate over any desire to accumulate income or to conserve principal for distribution to the ultimate beneficiaries under these trusts, and the Trustee is enjoined to apply these provisions liberally to the accomplishment of that end.

The Trustee, in his discretion, is authorized and empowered to make division or distribution in money or in kind, or partly in money and partly in kind, including securities, real property, and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the Trustee, whose decisions as to values shall be binding and conclusive on all parties at interest.

B. In the administration of each of the trusts created hereunder, the Trustee is charged with the following powers, duties, obligations, responsibilities and authority:

1. Each portion of the trust estate held in trust for the benefit of each separate beneficiary shall be a separate and distinct trust, and the Trustee shall maintain for each of such trusts a correct, accurate and separate account as to all of the principal, income and expense of each trust, and shall maintain for this purpose throughout the existence of each particular trust, an adequate system of bookkeeping and accounting; provided, however, the Trustee is authorized and empowered to invest, reinvest and hold for two or more trusts hereunder undivided interests in the same property, and as between two or more trusts hereunder, to make sales, exchanges and transfers in money or in kind, or partly in money and partly in kind, including securities, real property and undivided interests in real or personal property, making the necessary equalizations in cash, at values to be determined by the Trustee in his absolute discretion, whose decisions as to values shall be binding and conclusive on all parties in interest.

2. During such time as any beneficiary of a trust hereunder shall be entitled to receive any portion of the income or principal of the trust for such beneficiary, the Trustee shall render to such beneficiary annual statements of the receipts and disbursements of income and principal and annual statements of the condition of the trust estate.

3. Notwithstanding any provision of law or any other provision hereof to the contrary, the Trustee shall have full power and authority to (a) lend or borrow money at any time and in any amount from time to time for the benefit of the trust estate or trust estates (i) to or from any person, firm or corporation, including any

beneficiary of the trust estate, and including any trust or trust estate created by a beneficiary hereof or by Grantors, irrespective of and notwithstanding the fact that the Trustee of such trust or trust estate is also then serving as a trustee hereunder, and (ii) from any bank or trust company, including the banking department of any bank or trust company that might serve as a trustee hereunder, and (b) secure the loan or loans by pledge, deed of trust, mortgage or other encumbrance on the assets of the trust estate or trust estates, and from time to time to renew such loans and give additional security.

4. The Trustee is expressly relieved from the restrictions imposed by the provisions of Section 113.054 of the Trust Code so that the Trustee may unrestrictedly and unqualifiedly deal with, and have transactions of any kind or character with, any other trust, estate, agency or other entity with respect to which the Trustee may then be serving as a fiduciary or agent.

5. The receipts, disbursements, reserves and net income of each trust may be allocated between corpus and income and determined in the Trustee's discretion, without regard to the provisions of any statute.

6. The foregoing specific powers are set forth by way of amplification, and not by way of limitation, and, except as otherwise expressly limited herein, the Trustee shall have, all and singular, all powers and privileges now or hereafter granted by law to trustees in the State of Texas, including, but not limited to, those powers granted by the Texas Trust Code, and all other powers, duties and privileges which may be reasonably proper, necessary or incident to the carrying out of these trusts, whether herein specifically enumerated or not, it being declared to be the intention hereof that the Trustee, subject always to the discharge of his fiduciary obligations, shall have full, complete and plenary powers in carrying out this trust, or these trusts, in accordance with the provisions hereof, and this trust indenture shall be given a broad, liberal and comprehensive construction and interpretation in order that the Trustee shall be clothed with all the powers and authorities reasonably necessary or proper in carrying out such trust or trusts.

C. The Trustee shall, at all times during the term or terms of the trust or trusts hereunder, use ordinary and reasonable diligence and care in the performance and administration of the trust or trusts, and shall not be liable to the beneficiaries, or any of them, for any default, failure or neglect in connection with the execution of the trust or trusts, or for any loss occasioned by error of judgment, provided such acts do not constitute fraud, embezzlement, or willful breach of trust, and the Trustee shall not in any manner be personally liable for any debt or liability incurred in the management of the trust or trusts.

D. The situs of the administration of the trust or trusts hereunder shall be, and is hereby fixed, in the State of Texas, and the trust or trusts created hereunder are Texas trusts and shall in all respects be governed by the laws of the State of Texas.

#### FIFTH

A. This Indenture of Trust and the trusts herein created are intended to be and shall be irrevocable, and neither the Grantors nor anyone else shall have the right or power to revoke, alter, amend, modify or change this indenture of trust or any provision hereof, except Grantors or any other person may add to the principal of the trust estate any property deemed acceptable by the Trustee.

B. As used herein, "children" means and includes all children now or hereafter born and means and includes all children now or hereafter legally adopted, and if any such child, whether natural born or legally adopted, shall not be then living but shall have then living children, such term means and includes the then living children of such deceased child, whether natural born or legally adopted, by representation.

C. The beneficial interest of each beneficiary hereunder shall be for all purposes the sole and separate property of such beneficiary, with any and all income or increase in the trust estate, irrespective of the source or nature thereof, to be deemed and regarded for all purposes as property in which no community property interest attaches, to the end that any distribution to a beneficiary made under the terms and provisions of this instrument shall thereupon, in the hands of such beneficiary, be the sole and separate property of such beneficiary. No part of any trust or trusts hereunder, under any circumstances, shall ever be liable for or charged with any of the debts, liabilities or obligations of any beneficiary; and no beneficiary hereunder shall have the right or power to give, sell, assign, pledge or otherwise encumber, or in

any manner anticipate or dispose of his or her interest in any trust until he or she shall have actually received the same absolutely and free of trust. It is the express intention to create what is commonly known as a "spendthrift trust" for each of the respective beneficiaries named herein.

D. Any other provision of this Indenture to the contrary notwithstanding, no later than twenty-one (21) years after the death of the last survivor of Grantors, Henry Green Musselman and wife, Melinda McCloud Musselman, each and every interest in the trust estate shall be indefeasibly vested in the person or persons then presumptively entitled thereto, and each of the trusts created herein shall terminate, and the share or portion of the trust estate held for each trust beneficiary shall be delivered and paid over, absolutely and free of trust hereunder to the beneficiary then presumptively entitled thereto.

#### SIXTH

A. The Trustee of the trusts created under this Indenture shall be Henry Green Musselman as sole Trustee, and on or in the event of the resignation, death, inability, refusal or failure to serve of Henry Green Musselman, then Melinda McCloud Musselman shall serve as sole Trustee. On or in the event of the resignation, death, inability, refusal or failure to serve of Melinda McCloud Musselman, then James Claude Musselman shall serve as sole Trustee. On or in the event of the resignation, death, inability, refusal or failure to serve of James Claude Musselman, then John Everett Musselman shall serve as sole Trustee. All references herein to the Trustee and all the powers, duties, authorities, privileges and responsibilities of the Trustee herein set forth shall be applicable to the Trustee from time to time then serving as fully and completely to all intents and purposes hereunder as though such Trustee were named as original Trustee hereunder.

B. The Trustee hereunder shall never be required to give any bond or security for the faithful performance of the trusts hereunder, nor required to give any bond or security by reason of the provisions of the Texas Trust Code as the same is presently or may hereafter be constituted.

C. The Trustee by joining in the execution of this Indenture, accepts the trusts herein created and provided, and accepts all of the rights, powers, privileges, authorities, duties and responsibilities of the Trustee hereunder, and agrees that he will exercise and perform the same in accordance with the terms and

provisions contained in this Indenture.

IN WITNESS WHEREOF, the Grantors and Trustee have hereunto set their hands this the 23rd day of December, 1993.

  
HENRY GREEN MUSSELMAN

  
MELINDA McCLOUD MUSSELMAN

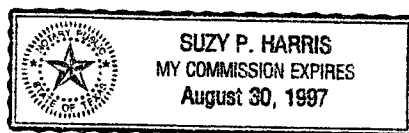
GRANTORS

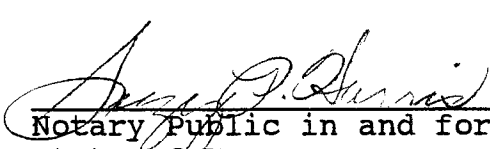
  
HENRY GREEN MUSSELMAN

TRUSTEE

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

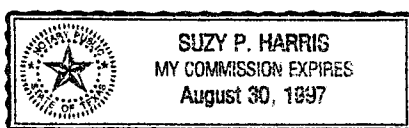
This instrument was acknowledged before me on the 23rd day of December, 1993, by HENRY GREEN MUSSELMAN, in the capacities therein stated.

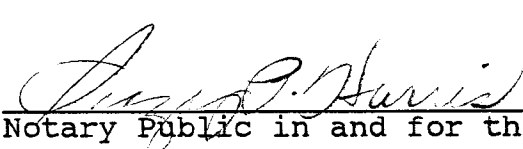


  
Notary Public in and for the  
State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND   §

This instrument was acknowledged before me on the 23rd day of December, 1993, by MELINDA McCLOUD MUSSELMAN.



  
Notary Public in and for the  
State of Texas