LAST WILL

OF

MILTON L. ROUTT

#9303

I, MILTON L. ROUTT, a resident of Washington County, Texas, hereby revoke all my former wills and codicils and declare this to be my Last Will.

PART ONE

Introductory Provisions

1.1 Property Disposed Of. It is my intention to dispose by this Will of all my property of every nature and description, separate and community, real, personal and mixed, and wherever situated, and whether acquired before or after the execution of this Will (herein sometimes referred to as "my Estate" or "my property"); provided that, if my spouse, DOROTHY ANN KNOLLE ROUTT (herein sometimes referred to as "my spouse"), survives me, I do not intend to dispose of my spouse's interest in our community property.

1.2 Names of Children. We have three (3) children MARJORIE ROUTT YOUNG, MATTHEW AUSTIN ROUTT and MILTON LEE ROUTT, JR., and the provisions hereof shall refer to such children.

PART TWO

Dispositive Provisions

2.1 Outright Gift of Certain Personal Property and Home. I devise to my spouse, DOROTHY ANN KNOLLE ROUTT, if my spouse survives me, all of my interest in (a) all motor vehicles used by my spouse or me personally or for family purposes; (b) all household furnishings (including, but not limited to, furniture, silver, works of art and equipment commonly associated with home use); (c) all other articles of personal use (including but not limited to, jewelry and sporting goods); and (d) any contracts or policies insuring the life of my spouse or any property described above; (d) and all of the interest in the premises constituting our home located at 404 Sycamore, Brenham, Texas, and adjacent lots. If my spouse predeceases me, such property shall pass equally to my then surviving children to be divided among such children in such manner as they shall agree upon; or if they are unable to so agree, then such property shall be divided in such manner as my Executor shall deem fair and equitable in which event such division shall be conclusive and binding upon such children; or all to the survivor of them if only one of them is then surviving. If any such child is under a disability of minority, then, notwithstanding the foregoing provisions of this Paragraph, the property which would otherwise pass outright to such child shall pass to such person as my Executor shall designate (including an Executor named or acting hereunder) to be held by such person as custodian under the Uniform Gifts to Minors Act for the benefit of such child. Any portion of this bequest that is disclaimed by my spouse or my spouse's estate's legal representatives shall pass and be distributed under Paragraph 2.3 of this will.

2.2 Residuary Bequest. I devise to my spouse, if my spouse survives me, all of my property including any property with respect to which I may have any power of testamentary disposition

or appointment at the time of my death. My spouse may disclaim all or part of this bequest. Any part of this bequest so disclaimed by my spouse shall pass under the provisions of Paragraph 2.3 of this my will. Notwithstanding anything to the contrary contained in this Paragraph 2.2, if a reduction of the property passing to my spouse under this Paragraph 2.2 would not result in any increase in the federal estate tax upon my estate, after taking into account all credits allowable against such tax, the property shall be reduced by the largest amount that will result in no federal tax increase, and this amount shall not pass under this Paragraph 2.2 but instead shall pass under, and be governed by the provisions of, Paragraph 2.3 of this my will. In determining the amount of any such reduction, the final determination in the federal estate tax proceeding in my estate shall control, with all property passing, or that shall have passed, to or for the benefit of my spouse, under this my will or otherwise, being taken into account. The reduction shall be deemed a dollar amount reduction, and the property passing as a result thereof to the trust created under Paragraph 2.3 of this my will shall not participate in increases or decreases during the administration of my estate. To the extent possible, assets with respect to which, for the purpose of federal estate tax on my estate, the martial deduction is not allowable, or a credit for foreign death taxes is allowable, shall be allocated to the property passing to the trust created under Paragraph 2.3 of this my will.

2.3 Residuary Trust for Primary Benefit of Spouse. If my spouse survives me, I devise my residuary estate to the Trustee to be held in a separate trust for the primary benefit of my spouse on the following terms, as well as on all other applicable terms of trust in this Will;

(A) Payment of Income and Principal to Spouse. The Trustee shall pay to or apply for the benefit of my spouse in convenient installments, not less often than quarterly and preferably monthly, (i) all of the net income of the Trust, and (ii) if and to the extent such income is insufficient, such amounts out of the principal of the Trust as are necessary for the health, support and maintenance of my spouse.

(B) Distribution Upon Death of My Spouse. Upon the death of my spouse, the then remaining Trust Estate, if any, shall pass under, and as provided in, Paragraph 2.4 or 2.6 hereof, whichever may be applicable, applied as if my spouse had predeceased me and I had then died disposing of same hereunder.

2.4 Residuary Devise to Issue if Spouse Deceased. If my spouse predeceases me and any issue of mine survives me, I devise my residuary estate to my then surviving issue, per stirpes.

2.5 Trust for Issue. Notwithstanding the provisions of the foregoing Paragraph, if any issue of my children who is entitled to receive any property (a) from my Estate under the foregoing Paragraph or (b) from any Trust created hereunder upon termination of such Trust by reason of the death of the beneficiary thereof is: (i) thirty (30) years of age or older but is under thirty-five (35) years of age at the time such issue becomes so entitled, then one-third (1/3) of the property to which such issue is otherwise entitled shall pass to the Trustee in a separate trust for the benefit of such issue; (ii) twenty-five (25) years of age or older but is under thirty (30) years of age at such time, then two-thirds (2/3) of such property shall pass to the Trustee in a separate trust for the benefit of such

issue; or (iii) under twenty-five (25) years of age at such time, then all of such property shall pass to the Trustee in a separate trust for the benefit of such issue. Each Trust created hereunder (herein sometimes referred to as "Descendant's Trust") for the benefit of any such issue (which such issue is herein sometimes called "such descendant") shall be held on the following terms, as well as on all other applicable terms of trust in this Will:

(A) Payment of Income and Principal to Descendant Under Age Twenty-One (21). So long as such descendant is under the age of twenty-one (21) years, the Trustee shall pay to or apply for the benefit of such descendant such amounts out of the net income and principal (if income is insufficient) of the Trust held for such descendant as are necessary for the health, support, education and maintenance of such descendant.

(B) Payment of Income and Principal to Descendant Over Age Twenty-One (21). If such descendant has reached the age of twenty-one (21) years or when such descendant reaches such age, the Trustee shall pay to such descendant in convenient installments, not less often than quarterly and preferably monthly, (i) all of the net income of the Trust held for such descendant, and (ii) if and to the extent such income is insufficient such amounts out of the principal of such Trust as are necessary for the health, support, education and maintenance of such descendant.

(C) Distribution to Descendant Upon Attaining Specified Age. When such descendant reaches the age of twenty-five (25) years, the Trustee shall pay or deliver one-third (1/3) of the then remaining Trust Estate of such descendant's Trust to such descendant, free of trust. When such descendant reaches the age of thirty (30) years, the Trustee shall pay or deliver one-half (1/2) of the then remaining Trust Estate of such descendant's Trust to such descendant, free of trust. When such descendant reaches the age of thirty-five (35) years, such descendant's Trust shall terminate, and the Trustee shall pay or deliver the then remaining Trust Estate of such Trust to such descendant, free of trust.

(D) Distribution on Death of Descendant. If such descendant dies prior to reaching thirty-five (35) years of age, such descendant's Trust shall terminate, and the then remaining Trust Estate of such Trust, if any, shall pass to such person or persons (including such descendant's estate, such descendant's creditors or creditors of such descendant's estate) in such amounts, proportions, estates and manner (whether in trust or otherwise) as such descendant (other than a child of mine) may appoint by Will which specifically refers to the power hereby granted (provided, however, in no event shall a child of mine have such right to so appoint hereunder), and in the event of partial or complete failure to exercise such power of appointment, the then remaining Trust Estate not otherwise disposed of shall be held or disposed of as follows: (i) if any issue of such descendant is then surviving, such Trust Estate shall pass (subject to the provisions of this Paragraph) to the issue of such descendant, per stirpes; (ii) if no issue of such descendant is then surviving, such Trust Estate shall pass (subject to the provisions of this Paragraph) to the heirs of such descendant determined as if such descendant had died and were not survived by any person related to such descendant other than my then

surviving issue; or (iii) if no person specified in clause (i) or (ii) immediately preceding is then surviving, such Trust Estate shall pass and be delivered under, and as provided in, Paragraph 2.6 hereof, applied as if my spouse and all issue of mine had predeceased me and I had then died disposing of same hereunder.

2.6 Residuary Devise if Spouse and Issue Deceased. If neither my spouse nor any issue of mine survives me, I devise my residuary estate to my heirs.

PART THREE

Administrative Provisions

3.1 Appointment of Executor. I appoint my son, MILTON LEE ROUTT, JR., as Sole Independent Executor of this Will and my estate. If for any reason and at any time my son is unable or unwilling so to act, then I appoint PIERRE ROBERTS, as Sole Independent Executor hereunder. Herein the term "Executor" shall refer to any duly appointed and qualified Independent Executor then acting hereunder. No bond or other security shall be required of any Executor acting hereunder. If PIERRE ROBERTS is unable or unwilling so to act, I appoint A. C. MILLER as sole Independent Executor hereunder.

3.2 Powers of Executor. I direct that no action shall be had in any court of probate jurisdiction in the administration and settlement of my Estate other than the probate and recording of this Will (and any codicil hereto) and the return of an inventory and list of claims of my Estate as required by law. My Executor shall be independent of the supervision of the probate court to the full extent permitted by law. My Executor (including any ancillary Executor acting hereunder) shall have and may exercise, without first obtaining the approval of any court, all of the powers granted to executors under the laws of the State of Texas or the laws of any other State having jurisdiction over such Executor, and in addition thereto all the rights and powers conferred by this Will on the Trustee of any Trust created hereby. If an ancillary proceeding upon any property in my Estate shall become necessary, then any Executor named hereunder who is able and willing so to act shall so act, and if no Executor acting hereunder is able and willing so to act, then my Executor shall have the power to appoint and regulate an ancillary executor to the same extent and in the same manner as the Trustee can appoint and regulate an ancillary trustee under the Texas Trust Act. In connection with the determination and settlement of any Federal Unified Transfer, estate, inheritance, succession or income tax liabilities of my Estate, my Executor shall exercise any election or option which is available in such manner as such Executor deems is in the best overall interest of my spouse, the Estate and the beneficiaries thereof.

3.3 Payment of Debts, Funeral Expenses, Administration Expenses and Death Taxes. I direct that all Unified Transfer, estate, inheritance and succession taxes, together with any interest and penalties thereon, which are assessed by reason of my death shall be paid initially by my Executor, but any taxes imposed with respect to property which does not pass under this Will shall be apportioned to the recipient or recipients of such property (such property being hereby charged with the payment of such taxes to the extent such charge can be so imposed hereby), and my Executor shall seek reimbursement from such recipient or recipients, or from the Trustee of any Trust created for my benefit if any portion of such taxes is attributable to the inclusion of all or any portion of the Trust Estate of any such

Trust in my taxable estate. That portion of such taxes as is allocable to property passing under this Will and any portion unpaid with respect to property not passing under this Will which cannot be recovered by my Executor shall be borne by my residuary estate. The portion of any such tax which my Executor shall apportion to a recipient of property or an interest therein or benefits therefrom which was included in determining my taxable estate for the purpose of such tax but which does not pass under this Will shall be such portion of the total of any such tax paid as the value for such tax purposes of the property, interest or benefits received by such recipient bears to my taxable estate for such tax purposes; provided, however, that in applying such formula my Executor shall make allowances for any credits, exemptions or deductions (including, without implied limitation, any charitable deduction or credit for tax paid on property previously transferred) granted by the law imposing the tax, and any determination made by my Executor in good faith in accordance with the foregoing shall be final and binding on all persons concerned. So far as practical my Executor shall deduct the amount of taxes allocable to each such recipient from the amount, if any, devised to that such recipient under this Will and shall take such other action as is necessary to recover any amount of tax allocable to that such recipient not recoverable in such manner. My Executor shall pay such of my debts, funeral expenses and expenses incurred in the administration of my Estate, as my Executor determines should be paid, out of my residuary estate. As used in this Paragraph, reference to the term "taxes", however used, shall not include any tax on generationskipping transfers imposed by Chapter 13 of the Code or any additional or recapture tax imposed by Section 2032A of the Code and no such taxes shall be paid out of my Estate.

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3.4 Designation of Trustee. The appointment of the original Trustee and any substitute or successor Trustee of any Trust created hereunder is as follows:

(A) Appointment of Trustee. I appoint PIERRE ROBERTS as Sole Trustee of any Trust created hereunder. If for any reason and at any time PIERRE ROBERTS is unable to or unwilling so to act, then I appoint MILTON LEE ROUTT, JR. as Sole Trustee hereunder.

(B) Provision for Uneconomical Trust. If it should become uneconomical for a bank or trust association which is acting as Trustee hereunder to continue to act as Trustee of any Trust created hereunder because of the value of the Trust Estate of such Trust, such Trustee may, after giving the notice hereafter provided for in this Paragraph, (i) resign as Trustee and appoint an individual as successor Trustee in which event it is my desire, if the income beneficiary of such Trust is under a disability of minority, that a person acting as Guardian of the person of such beneficiary be so appointed; or (ii) terminate such Trust by complete distribution to the income beneficiary of such Trust, if such income beneficiary is not under a legal disability.

(C) Definition of "Trustee". Throughout this Will, wherever appropriate, the term "Trustee" shall refer to any Trustee then acting hereunder. Any successor or substitute Trustee appointed hereunder shall have the same powers, rights and responsibilities as the Trustee originally named. No bond or other security shall be required of any Trustee acting hereunder even though not named herein.

(D) Resignation of Trustee. Any Trustee may resign

without court action by giving at least thirty (30) days' written notice to each income beneficiary of a Trust created hereunder; provided that, if any such beneficiary is then under a legal disability, such notice may be given to the guardian of such beneficiary's estate, or if there is no such guardian, to the person having the care or custody of such beneficiary.

3.5 Compensation and Reimbursement of Executor or Trustee. Any Executor or Trustee hereunder (other than an individual named hereunder) shall be entitled to receive for such Executor's or Trustee's services in that capacity reasonable compensation not to exceed such compensation as is then customary and usual where such services are performed. Any Executor or Trustee shall be entitled to reimbursement from my Estate or the Trust Estates for all expenses, including, but not limited to, compensation to agents and fees for professional services incurred in the administration thereof.

3.6 Exculpatory Provision. No individual Executor or Trustee hereunder shall be held liable for any act or omission of such Executor or Trustee (or of any agent of such Executor or Trustee) which is performed in good faith without gross negligence. No Executor or Trustee shall be held liable for any act or omission of any Trustee or Custodian appointed by any such Executor or Trustee.

3.7 General Powers of Executor and Trustee. With respect to my Estate and each Trust created hereunder, specifically, and not by way of limitation, the Trustee (or Executor, whether or not such is necessary to pay debts of my Estate) may convey, lease (including a lease for a period extending beyond the duration of the Trust or of the administration of my Estate), pool, unitize, mortgage, pledge or otherwise encumber, partition, sell, retain, dispose of, invest and reinvest any property of the Trust (or my Estate) whether such property is real, personal or mixed, segregated or undivided (including, but not limited to, mineral fee, leasehold, royalty or any other interest in oil, gas and other minerals, or any of them), publicly or privately, for cash, credit or exchange for any other property, or for any two or more of said consideration, without an order of court, upon such terms and conditions as to the Trustee (or Executor) may seem best. The Trustee may purchase securities or other property from my Executor, without responsibility or liability for any loss resulting to the Trust from any such purchase. Except as hereafter provided, the Trustee (or Executor) may loan (including loans to the Executor of my Estate) or borrow money in any manner, with or without security, upon such terms and conditions as to the Trustee (or Executor) may seem best. The Trustee (or Executor) may continue the operation of and contributions to any business or investment entity, including, but not limited to, corporation and partnerships, and may participate in the formation, dissolution, liquidation or reorganization of any such business. The Trustee shall not be disqualified to enter into any transaction on behalf of the Trust for the reason only that another party to such transaction is: (i) a trust (including another Trust created hereunder) of which a Trustee is trustee; (ii) a business controlled directly or indirectly by a Trustee or a beneficiary of any Trust created hereunder; or (iii) a Trustee or a beneficiary of any Trust created hereunder acting in such party's own behalf. In addition to the foregoing powers the Trustee shall have all of the powers now or hereafter granted to trustees under the Texas Trust Act or trust law of any other State having jurisdiction over the administration of the Trust, except such as conflict with the terms of this Will. Within a reasonable period of time after receipt by a Trustee of a written

demand from a beneficiary of a Trust containing nonproductive property, the Trustee thereof shall convert such property into productive property.

3.8 Distributions of Income and Principal by Trustee. Payments by the Trustee of either income or principal from the Trust may be made directly to the beneficiary entitled thereto, or to the person having the care or custody of any such beneficiary who is under any legal disability, or the Trustee may use, expend and apply any such income or principal for the benefit of any such beneficiary, all without the necessity of the appointment of any guardian. In making any discretionary payments to a beneficiary hereunder, the Trustee shall consider (i) any known resources of such beneficiary, including the ability of such beneficiary to earn funds for such beneficiary's own support and maintenance, except while obtaining an education, and (ii) the ability of any person who is legally obligated to support such beneficiary to do so.

3.9 Executor's and Trustee's Discretionary Power Concerning Distributions. Except as otherwise provided herein, the decision of my Executor or Trustee, in such fiduciary capacity, as to the timing, division (whether with or without regard to the income tax basis thereof), composition (whether in cash or in any other property, or both, or in undivided interests or otherwise, including composing shares differently) and valuation of any distribution of all or any portion of my Estate or of any Trust created hereunder and as to the proper persons, Trust or Trusts entitled to receive a distribution hereunder shall be final and binding on all parties concerned insofar as any liability or responsibility of such Executor or Trustee is concerned, except as directed by the standard of distribution in this trust. In the event a conflict shall result concerning the distribution or allocation of assets in my Estate or any Trust created hereby and if such conflicts cannot otherwise be resolved, then such conflict shall be resolved in favor of (a) my spouse at the expense of all others, then (b) my children at the expense of all others except my spouse, then (c) income beneficiaries at the expense of remainderman, then (d) beneficiaries at the expense of fiduciaries and then (e) my Estate or a Trustor Trusts or between two (2) or more Trusts at the expense of the other depending upon which distribution or allocation produces the best overall immediate tax result taking into consideration the foregoing priorities.

3.10 Disposition of Proceeds of Employee Benefits or Life Insurance Payable to Trustee. The proceeds of any employee benefits or insurance policy payable to the Trustee shall pass under, and as provided in, Part Two hereof as if such proceeds were a part of my Estate passing hereunder notwithstanding that such proceeds are payable to the Trustee hereunder. Employee benefits payable to the Trustee which are not includable in my gross estate for Federal Estate Tax purposes shall not be liable for or used for the payment of (or loaned for the purpose of paying) any taxes, liabilities, debts, or any other claims or charges against my Estate. Life insurance proceeds and employee benefits payable to the Trustee which are includable in my gross estate for Federal Estate Tax purposes shall not be liable for or used for the payment of (but may be loaned for the purpose of paying) any taxes (other than Federal Estate or state inheritance or estate taxes assessed with respect to such benefits or proceeds), liabilities, debts or any other claims or charges against my Estate.

3.11 Compensating Distributions. My Executor or Trustee, in such fiduciary capacity, may make such compensating distributions

to any beneficiary or group of beneficiaries for the adverse economic consequences suffered thereby from the exercise of any discretionary decision, election or option by such Executor or Trustee which such Executor or Trustee believes has had, or will have, the result, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others, and my Executor's or Trustee's decision to make such a compensating distribution and the amount thereof shall be final and binding on all beneficiaries hereunder; provided that, if any such beneficiary is then acting as a Sole Executor or Trustee hereunder, then it shall be mandatory that such compensating distributions be made hereunder to offset any such adverse economic consequences.

3.12 Limitation on Executor's and Trustee's Powers. Notwithstanding any other provision of this Will, (a) my Executor and Trustee shall always be bound by those principles of equity which are the foundation of fiduciary capacity and shall not have the power to enlarge or shift any of the beneficial interests herein, except as an incidental consequence of the discharge of such Executor's or Trustee's duties, (b) any power granted to my Executor or Trustee hereunder shall be so exercised in such Executor's or Trustee's sole, reasonable discretion and (c) any power granted to my Executor or Trustee hereunder shall be void to the extent that either the right to exercise or the exercise thereof shall in any way (i) cause my Estate to lose or result in a reduction of all or any portion of any charitable deduction to the extent provided for hereunder or (ii) result in such Executor or Trustee possessing or being deemed to possess a general power of appointment under Section 2041 of the Code.

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3.13 Spendthrift Provision. No principal or income payable or to become payable under any Trust created hereunder shall be subject to anticipation or assignment by any beneficiary thereof or to attachment by or the interference or control of any creditor of any such beneficiary or to be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any such beneficiary prior to its actual receipt by any such beneficiary.

3.14 Maximum Term of Trust. Notwithstanding any other provision of this Will, any Trust created hereunder or pursuant to the exercise of a power of appointment granted hereunder shall terminate, if not sooner terminated, twenty-one (21) years after the date of death of the last surviving beneficiary of any Trust hereunder who is in being at the time of my death. The property comprising the Trust Estate of any Trust which shall terminate by reason of this Paragraph shall pass and be delivered, free of trust, to the income beneficiary thereof.

3.15 Contingent Trust for Beneficiary Under Legal Disability. No beneficiary of my Estate or a Trust created hereunder shall receive delivery of all or any portion of my Estate (except for any property passing under Paragraph 2.1 hereof) or of a Trust, free of trust, if, and so long as, such beneficiary is under twenty-one (21) years of age or incompetent to handle the management of such property as a reasonable, prudent person; such incompetency to be conclusively presumed upon the written certification thereto by at least two (2) medical doctors. If such beneficiary is the beneficiary of an existing Trust created hereunder, such property shall continue to be held by the Trustee pursuant to the terms thereof until the death or competence of such beneficiary, whereupon such property shall be distributed in accordance with the terms thereof. If such beneficiary is not then the beneficiary of a Trust created hereunder and a custodianship is not provided for hereunder or if a custodianship provided for hereunder cannot be established under the law of the

jurisdiction involved, such property shall be held by the Trustee in trust for such beneficiary and such Trustee shall distribute such amounts of income and principal (if income is insufficient) as are necessary for the health, support, maintenance and education of such beneficiary until such beneficiary attains twenty-one (21) years of age or becomes competent, whereupon such property shall be distributed, free of trust, to such beneficiary; provided that, if such beneficiary dies prior to complete distribution of such beneficiary's Trust Estate to such beneficiary, such Trust Estate shall pass and be delivered to the personal representative of such beneficiary's estate or, if such beneficiary dies intestate and no personal representative is so appointed, may be delivered to such beneficiary's heirs. In no event shall the guardian of the estate of such beneficiary, or any other party, have any right to receive any property of a Trust, free of trust, which would be receivable by (a) a beneficiary under twenty-one (21) years of age or (b) an incompetent beneficiary (if competent) by virtue of having attained a certain age. The determination by the Trustee that a beneficiary is competent shall be conclusive for all purposes hereunder.

PART FOUR

Miscellaneous Provisions

4.1 Miscellaneous Provisions. For purposes of this Will and any Trust created hereunder:

(A) Presumptions on Survival. A beneficiary hereunder shall not be considered to survive and shall be considered to predecease another person if such beneficiary shall die within ninety (90) days of the death of such other person.

(B) Avoidance of Duplicitous Trust. In the event any person (other than my spouse) is the beneficiary of an existing Trust created hereunder at a time when pursuant to a provision hereof it is directed that any property be held in a separate trust hereunder having substantially identical provisions for the benefit of such person, then, notwithstanding any direction herein to the contrary, such property shall be added to the Trust Estate of such previously existing Trust and shall be held and administered as a part thereof; provided that, if my spouse is then deceased and the Trustee under my spouse's Will is administering a Trust for the benefit of any person who is the beneficiary of a Trust created hereunder and both such Trusts have substantially identical provisions or our Wills were executed on or about the same time, then, if no adverse tax consequences result therefrom other than an acceptable increase in income taxes, the Trustee may (i) receive the Trust Estate from the Trust created under my spouse's Will and in such event shall administer same in accordance with and as a part of the Trust created for such beneficiary hereunder or (ii) deliver the Trust Estate of the Trust created hereunder for the benefit of such beneficiary to the Trustee of the Trust created under my spouse's Will for the benefit of such beneficiary to be administered in accordance with an as a part of the Trust created for such beneficiary under my spouse's Will.

(C) Definition of "Education". The term "education" shall include, but is not limited to, education and maintenance while attending graduate, post-graduate and vocational schools.

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(D) Definition of "Child", "Issue" and "Heirs". The term "child" or "children" shall refer only to sons and daughters of the person in question. The term "issue" shall include legitimate lineal descendants of the first, second or any other degree of the person in question. The term "heirs" shall refer to those persons who would inherit the property in question from the person in question, assuming that the person in question had died intestate owning such property under the Texas laws of descent and distribution in effect at the time of such person's death, and when such term is used, the shares and proportions of taking shall be determined by said laws. The terms defined in this Subparagraph shall refer, wherever appropriate, to those who are adopted, whenever adopted, but shall not refer to step-children, unless legally adopted.

(E) Definition of "Devise". The term "devise" when used as a noun includes the disposition of real or personal property, or both, and when used as a verb, the term "devise" means to dispose of real or personal property, or both.

(F) Definition of "Net Income", "Income Beneficiary", "Trust" and "Trust Estate". The income of a Trust less the charges to such income shall constitute the "net income" of such Trust. The term "income beneficiary" shall refer not only to a beneficiary who is presently entitled to receive the income of a Trust but also to a beneficiary to whom income of a Trust could then be paid in the sole, reasonable discretion of the Trustee. Whenever the term "Trust" or "Trust Estate" is used it shall include the original principal and all other properties of the Trust or Trusts, real, personal or mixed, however and whenever acquired, which may be included in or belong to the Trust or Trusts, and any income therefrom, including any accumulated income, so long as same shall remain in trust hereunder.

(G) Definition of "Code". Reference herein to the "Code" shall refer to the Internal Revenue Code of 1954, as amended, together with all regulations and rulings issued thereunder and reference to a specific chapter, section or provisions of the Code shall be construed to refer to any corresponding provision of the Code or any Federal tax law applicable to my Estate.

(H) Successor Bank or Trust Association as Fiduciary. The designation of any bank or trust association as an Executor or Trustee hereunder and any reference thereto shall extend to any successor institution under whatever name which is carrying on the activities of such bank or trust association.

(I) Construction of Will. All captions used herein are inserted for convenience of reference only and shall not be deemed a part hereof and shall not control or effect the meaning, construction, interpretation or effect of this Will or any Codicil hereto or be deemed indicative of my intent. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa.

4.2 No Contracts With My Spouse or Beneficiaries. I hereby declare that I have no oral or written agreement or contract (other than any buy-sell agreements involving my interest in any partnership or corporation which I may own) with my spouse or any

other beneficiary hereunder obligating me in any way as to the disposition of my property or obligating my spouse or any other beneficiary in any way as to the disposition which may be made by my spouse or any other beneficiary of any property taken under this Will or any property owned by my spouse or any other beneficiary at the time of such person's death.

I, MILTON L. ROUTT, hereby declare this to be my Last Will (typewritten on twelve (12) pages, including the attestation clause, signatures of witnesses and my self-proving acknowledgement and the affidavits of the attesting witnesses) and herewith sign my name to same, in the presence of the undersigned attesting witnesses, all present at the same time, each of whom signs this Will at my request, in my presence and in the presence of each other, all done this 14th day of April, 1982, at Brenham, Texas.

Milton L. Routt
MILTON L. ROUTT, Testator

The undersigned, each being over eighteen (18) years of age hereby declare that MILTON L. ROUTT, declared to us that the foregoing instrument is his Last Will and he requested us to act as witnesses to same and to his signature thereon. MILTON L. ROUTT thereupon signed said Will in our presence, all of us being present at the same time. And we now, at his request, in his presence, and in the presence of each other, do hereunto sign our names as attesting witnesses, all done this 14th day of April, 1982, at Brenham, Texas. We and each of us declare that we believe the said Testator to be of sound mind and memory.

Betty J. White

Frances A. Wooten

THE STATE OF TEXAS

COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared MILTON L. ROUTT, BETTY J. WHITE and FRANCES A. WOOTEN, 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 Testator, MILTON L. ROUTT, 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 for the purposes therein expressed; and the said witnesses, each on his 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 (18) years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

Milton L. Routt
MILTON L. ROUTT, Testator

Betty J. White
WITNESS

Frances A. Wooten
WITNESS

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, by the said Testator, MILTON L. ROUTT, and subscribed and sworn to before me by the said witnesses, BETTY J. WHITE and FRANCES A. WOOTEN, on this 14th day of April, 1982.

Alison C. Duckworth
NOTARY PUBLIC - State of Texas
My Commission Expires: 4-25-84

Alison C. Duckworth
(Printed Name of Notary)

GERTRUDE LEHRMANN

Judy L. Heinsohn

CLERK'S CERTIFICATE OF COPY — WITH JUDGE'S VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF Washington § I, Gertrude Lehrmann,
Clerk of the County Court of said County, in the State aforesaid. do hereby certify the foregoing to be a true, perfect and complete copy of Last Will and Testament of the Estate of Milton L. Routt, Deceased.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County Court at my office in Brenham Washington County, Texas on June 21, 1988.

(SEAL)

Gertrude Lehrmann
County Clerk
By Judy K. Haevischer Deputy

JUDY K. HAEVISCHER

THE STATE OF TEXAS §
§
COUNTY OF Washington § I, Gus F. Mutscher,
Judge of the County Court of said County, do hereby certify that Gertrude Lehrmann, whose name is subscribed to the foregoing Certificate of Attestation, now is, and was at the time of signing and sealing the same County Clerk of said County and keeper of the Records and Seal thereof, duly elected and qualified to office; that full faith and credit are and of right ought to be given to all his official acts as such in all Courts of Record and elsewhere; and that his said attestation is in due form of law, and by the proper officer.

Given under my hand and seal on June 21, 1988.

Gus F. Mutscher, Judge
Gus F. Mutscher

THE STATE OF TEXAS §
§
COUNTY OF Washington § I, Gertrude Lehrmann
County Clerk of said County, in the State aforesaid, do

hereby certify that Gus F. Mutscher, whose genuine signature appears to the foregoing certificate, was at the time of the signing the same, Judge of the County Court of said County duly commissioned and qualified; that full faith and credit are and of right ought to be given to all his official acts as such in all Courts of Record and elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County Court at my office in Brenham, Washington County, Texas on June 21, 198 8

(SEAL)

Gertrude Lehrmann
County Clerk.

By Judy K. Haevischer Deputy

JUDY K. HAEVISCHER

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IDENTIFICATION REFERENCE

JUN 27 1 37 PM '88

FELIX Z WILSON III REGISTER
DAVIDSON COUNTY, TN

RUSH

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