

EXHIBIT "J"

MW/290619

11627
LAST WILL AND TESTAMENT

OF

NELDA C. STARK

I, **NELDA C. STARK**, of Orange County, Texas, do hereby publish and declare this to be my Last Will and Testament, hereby revoking any and all other wills and codicils previously made by me.

ARTICLE I

DECLARATIONS

As of the date of this Will, I am not married.

I was previously married to H. J. Lutcher Stark, who has predeceased me. H. J. Lutcher Stark was married two times prior to his marriage to me. H. J. Lutcher Stark was first married to Nita Hill Stark, who died on October 11, 1939. Two children were born to H. J. Lutcher Stark and his wife, Nita Hill Stark, during that marriage, both of whom died in infancy and without issue. No other children were born to H. J. Lutcher Stark and Nita Hill Stark; however, Homer B. H. Stark and William H. Stark II were adopted by H. J. Lutcher Stark and Nita Hill Stark during that marriage. As of the date of execution of this Will, Homer B. H. Stark is living and has issue living, and William H. Stark II is deceased but has issue living. After the death of Nita Hill Stark, H. J. Lutcher Stark married, on April 6, 1941, Ruby Belle Childers Stark, who was my sister. Ruby Belle Childers Stark died on July 12, 1942. No children were born to or adopted by H. J. Lutcher Stark or his wife, Ruby Belle Childers Stark, during that marriage. Following the death of Ruby Belle Childers Stark, second wife of H. J. Lutcher Stark, I married H. J. Lutcher Stark on December 16, 1943. H. J. Lutcher Stark died on September 2, 1965. No children have ever been born to me, and I have never adopted anyone, legally or otherwise. Thus, I have no children, lawful descendants, grandchildren or other issue, living or dead. Specifically and without limitation, the following persons are not my children, grandchildren, issue, lawful descendants or heirs at law: (i) Homer B. H. Stark, (ii) the issue of Homer B. H. Stark, (iii) William H. Stark II, and (iv) the issue of William H. Stark II.

ARTICLE II

EXECUTOR

I appoint Eunice R. Benckenstein, Roy Wingate, and Walter G. Riedel III, all of Orange, Texas, as executors, to serve jointly. There shall be no successor to fill any vacancy in any of those three executorships, and in case of a vacancy or vacancies the remaining two executors or the remaining one executor, as the case may be, shall serve as joint executors or the sole executor.

No bond or other security shall be required of Executor. Executor shall act independently of any court, and I direct that no action shall be had in the county court or other probate court in relation to the settlement of my estate other than the probating and recording of this my Last Will and Testament and the return of an inventory, appraisement, and list of claims of my estate.

For services performed as executor, each person so serving shall be entitled to receive fair and reasonable compensation; provided, if at the time of my death, I have a written agreement in effect with any individual appointed as an executor under this Will regarding compensation for services as such, such written agreement shall control.

As used or applied in this Will, the term "Executor" refers collectively to the one or ones serving at any particular time as the executor or executors. Such definition, however, shall not be deemed to restrict any applicable law or provision which permits fewer than all executors to act,

without the joinder of all, and I expressly provide that the action of a majority of my executors shall be effective as if performed by all.

ARTICLE III

GIFTS OF MY PROPERTIES

A. To the Nelda C. and H. J. Lutch Stark Foundation, a Texas nonprofit corporation whose certificate of incorporation is dated the 27th day of February, 1961, Charter No. 172648 (hereafter in this Will "the Nelda C. and H. J. Lutch Stark Foundation"), I bequeath all of my interest in the following properties, which, at the time of my death, are located in my residence at 602 W. Orange in the City of Orange, Texas (hereafter in this Will "my residence"): paintings, prints, oriental and Navajo rugs, and all other art objects of museum quality. The determination of what art objects are of museum quality is to be in the sole discretion of Executor.

B. To Walter G. Reidel III if he survives me, I devise and bequeath all of my interest in the following properties:

1. The tract of land being 100 feet on Orange Avenue and 130 feet on Fifth Street, in the Northwest corner of Block 69, Amended Sheldon Survey, in the City of Orange, Texas, as described in deed to Nelda C. Stark recorded in Volume 424, Page 899, Deed Records of Orange County, Texas.

2. Lots 1, 2, 3, 4, 11, and 12 of Block 87, Amended Sheldon Survey, in the City of Orange, Texas.

3. Lots 4, 5, 6, 7, 8, and 9 of Block 88, Amended Sheldon Survey in the City of Orange, Texas.

C. To Eunice R. Benckenstein if she survives me, I bequeath all of my interest in the following properties: furniture, household goods and personal effects, books, clothing, china, crystal, porcelain, brie-a-brac, silver, plate, jewelry, stamp and coin collections, and all jewelry and other personal property which is, at the time of my death, located in my residence or my office, including jewelry kept in my office vault. Notwithstanding the foregoing, I do not intend to bequeath under this paragraph C any item passing under paragraph A of this Article. If Eunice R. Benckenstein does not survive me, the gifts under this paragraph C shall lapse, and the properties thereof shall pass as a part of my residuary estate under paragraph M of this Article.

D. To Eunice R. Benckenstein if she survives me, I devise and bequeath the sum of Six Hundred Fifty Thousand Dollars (\$650,000). If Eunice R. Benckenstein does not survive me, the gift under this paragraph D shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

E. To Homer B. H. Stark if he survives me, I devise and bequeath the sum of One Million Dollars (\$1,000,000). If Homer B. H. Stark does not survive me, I devise and bequeath the sum of One Million Dollars (\$1,000,000) to Rebecca Havens Stark if she survives me. If neither Homer B. H. Stark nor Rebecca Havens Stark survives me, the gift under this paragraph E shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

F. To Robert Risinger if he survives me, I devise and bequeath the sum of Five Thousand Dollars (\$5,000). If Robert Risinger does not survive me, the gift under this paragraph F shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

G. To Maxie G. Roberts if he survives me, I devise and bequeath the sum of Five Thousand Dollars (\$5,000). If Maxie Roberts does not survive me, the gift under this paragraph G shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

A CERTIFIED COPY JUL 11 2001
ATTEST:
KAREN JO VANCE, County Clerk
Orange County, Texas
By: Brooke Elliott
BROOKE HATTON DEBITY

H. To Richard McKinney if he survives me, I devise and bequeath the sum of Five Thousand Dollars (\$5,000). If Richard McKinney does not survive me, the gift under this paragraph H shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

I. To Mary Hadnot if she survives me, I devise and bequeath the sum of One Thousand Dollars (\$1,000). If Mary Hadnot does not survive me, the gift under this paragraph I shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

J. To Marie Salter if she survives me, I devise and bequeath the sum of One Thousand Dollars (\$1,000). If Marie Salter does not survive me, the gift under this paragraph J shall lapse, and the property thereof shall pass as a part of my residuary estate under paragraph M of this Article.

K. If Eunice R. Benckenstein survives me, I devise and bequeath all of my interest at the time of my death in the Orange County Property, as defined and described in subparagraph 1 of this paragraph K, to the Trustees identified below, to be held in trust (hereafter in this paragraph "the Trust") under the following terms and conditions:

1. For purposes of this paragraph K, any and all references to "the Orange County Property" are to all of my interest at the time of my death in the following-described properties located in Orange County, Texas, and all improvements thereon, to-wit:

a. A part of the Nathan Cordrey Headright Survey, and

a part of Outlot 27, of the Amended Sheldon Survey of the City of Orange, and being the tract of land 165.5 feet by 160 feet, conveyed to Nelda C. Stark by H. J. L. Stark by deed dated December 15th, 1947, and recorded in Volume 99 on page 610 of the Deed Records of Orange County, Texas.

b. A part of the Nathan Cordrey Headright Survey, and

a part of Outlot No. 27 of the Amended Sheldon Survey of the City of Orange and being the tract of land, 165.5 feet by 160 feet, conveyed to Nelda C. Stark as "Tract 2" in that deed dated July 30th, 1979, recorded in Volume 516, Page 336 of the Deed Records of Orange County, Texas.

c. A part of the Nathan Cordrey Headright Survey and a

part of Outlot No. 27 of the Amended Sheldon Survey of the City of Orange and being the tract of land 160 feet by 150 feet, conveyed to Nelda C. Stark by deed dated July 30th, 1979, and recorded in Volume 516, Page 341, Deed Records of Orange County, Texas.

d. The 1.215 acres in Outlot No. Twenty-seven of the

Amended Sheldon Survey of the City of Orange conveyed to Nelda C. Stark by B. C. McDonough and wife, Alberta Colburn McDonough, et al, by deed dated May 20th, 1970, and recorded in Volume 398, Page 641 of the Deed Records of Orange County, Texas.

2. The income beneficiary of the Trust shall be Eunice R. Benckenstein. The principal beneficiary shall be the Nelda C. and H. J. Luthcher Stark Foundation.

3. During the life of the income beneficiary, the Orange County Property shall be retained by the Trustees, and the income beneficiary shall be allowed the use

A CERTIFIED COPY JUL 13 2001

ATTEST:

KAREN JO VANCE, County Clerk

Orange County, Texas

By Brooke Hatton

BROOKE HATTON, DEPUTY

and enjoyment of the Orange County Property, without any charge for rent. The Orange County Property shall never be mortgaged.

4. To the extent of any income of the Trust, the Trustees shall pay out of net income of the Trust the expense of insurance premiums, property taxes and assessments, utility costs, reasonable maintenance and repairs, and similar costs associated with the Orange County Property. To the extent the net income of the Trust is insufficient to pay such expenses, the income beneficiary shall be responsible for payment of those expenses.

5. The Trust shall not terminate until after (a) the income beneficiary's death, or (b) receipt by the Trustees of a written renunciation by the income beneficiary of her rights of enjoyment specified above, whichever event occurs first. Upon the occurrence of either one of those events, the Trustees shall sell the Orange County Property, and upon completion of such sale, the Trust shall terminate, and the properties of the Trust shall be distributed to the principal beneficiary.

6. Subject to the foregoing, the Trustees shall have all the powers conferred on trustees by the Texas Trust Code.

7. The initial Trustees shall be Eunice R. Benckenstein, Roy Wingate, and Walter G. Riedel III. If any of such three persons fails or ceases for any reason to serve as a Trustee, the remaining two Trustees or the remaining one Trustee, as the case may be, shall serve as the Trustees or the sole Trustee. The person or persons serving as Trustees at any time shall have the power to appoint in writing one or more additional Trustees, provided that, if two or more persons are then serving as Trustees, any such appointment must be made unanimously by all such Trustees.

8. The Trustees are relieved from furnishing bond.

9. The Trustees shall not be liable for any acts or omissions except for those which constitute gross negligence, bad faith or a breach of the duty of loyalty owed to a beneficiary.

10. The Trust shall be a spendthrift trust to the greatest extent permitted by Tex. Prop. Code Ann. § 112.035.

If Eunice R. Benckenstein does not survive me, the gift under this paragraph K shall lapse, and the properties thereof shall pass as a part of my residuary estate under paragraph M of this Article.

L. If Eunice R. Benckenstein survives me, I devise and bequeath all of my interest at the time of my death in the Big Lake House Louisiana Property, as defined and described in subparagraph 1 of this paragraph L, and the sum of One Hundred Thousand Dollars (\$100,000), to the Trustees identified below, to be held in trust (hereafter in this paragraph "the Trust") under the following terms and conditions:

1. For purposes of this paragraph L, any and all references to "the Big Lake House Louisiana Property" are to all of my interest at the time of my death in the following-described property located in Cameron Parish, Louisiana, and all improvements thereon, to-wit:

Lots 27, 28, 29, 31 and 32 of Blood's 1st and 2nd Subdivision of Lot No. 1 of Irregular Section 10 together with a 20' alley on the east side of said lots.

Lots 23 and 30 of Blood's 1st and 2nd Subdivision of Lot 1 of Lakeview Town Plat, of Lot 10 or Section 10, in Township 12 South, Range 9 West.

BEGINNING at the Northeast corner of Lot 30 of Blood's 1st and 2nd Subdivision of Lot 1 of Lakeview Town Plat of Lot 10 or Section 10, Township 12 South, Range 9 West,

A CERTIFIED COPY JUL 13 2001

ATTEST:

KAREN JO VANCE, County Clerk

Orange County, Texas

By B. Brooke Hatton

BROOKE HATTON, DEPUTY

THENCE East 15 feet,

THENCE South parallel with East line of Lot 30 to edge of Calcasieu Lake,

THENCE Northwesterly along said Lake bank to the East line of said Lot 30,

THENCE North along the East line of said Lot 30 to the point of beginning.

All of the above lands being situated in Cameron Parish, Louisiana, in Township 12, Range 9 West, as per plat of survey by John W. Rhorer recorded in Book 1 at page 595 of the Conveyance Records of Cameron Parish, Louisiana.

Acquired by Warranty Deed from H. J. Lutchter Stark to The Lutchter and Moore Lumber Company dated November 8, 1950, bearing file no. 60275 and recorded in Book 81 of conveyance at page 261, et seq., Cameron Parish, Louisiana, and more completely described in that Correction Deed dated July 21, 1955 and recorded in Book 108, page 141, under file no. 71855 of the Conveyance Records of Cameron Parish, Louisiana.

2. The income beneficiary of the Trust shall be Eunice R. Benckenstein. The principal beneficiary shall be the Nelda C. and H. J. Lutchter Stark Foundation.

3. During the life of the income beneficiary the Big Lake House Louisiana Property shall be retained by the Trustees and the income beneficiary shall be allowed the use and enjoyment of the Big Lake House Louisiana Property, at no expense to herself. The Big Lake House Louisiana Property shall not be used by anyone other than the income beneficiary and her guests. The Big Lake House Louisiana Property shall never be leased to anyone, nor shall it be mortgaged.

4. The sum of \$100,000 left into trust shall be invested in the Trustees' discretion. No income shall be distributed to the income beneficiary. All income shall be added to trust principal.

5. The Trustees shall pay out of trust principal (other than the Big Lake House Louisiana Property) the following:

(a) All amounts needed to maintain the Big Lake House Louisiana Property, including property taxes, property insurance, utility bills, and all maintenance and repair expenses, whether ordinary or extraordinary.

(b) All bills relating to the use of the telephone at the Big Lake House Louisiana Property, but shall be reimbursed by the income beneficiary to the extent that use by her and her guests of such telephone results in charges in excess of \$100 in a month; and

(c) All other reasonable expenses in connection with the administration of the Trust, including income taxes, accountants' and attorneys' fees, and fair and reasonable compensation of the Trustees.

6. The Trust shall not terminate until after (a) the income beneficiary's death, or (b) receipt by the Trustees of a written renunciation by the income beneficiary of her rights of enjoyment specified above, whichever event occurs first. Upon the occurrence of either one of those events, the Trustees shall sell the Big Lake House Louisiana Property, and upon completion of such sale, the Trust shall terminate, and the assets of the Trust shall be distributed to the principal beneficiary.

7. Subject to the foregoing, the Trustees shall have all the powers conferred on trustees by the Louisiana Trust Code.

A CERTIFIED COPY JUL 13 2001
ATTEST:
KAREN JO VANCE, County Clerk
Orange County, Texas
By BROOKE HATTON
BROOKE HATTON, DEPUTY

8. The initial Trustees shall be Eunice R. Benckenstein, Roy Wingate, and Walter G. Riedel III. If any of such three persons fails or ceases for any reason to serve as a Trustee, the remaining two Trustees or the remaining one Trustee, as the case may be, shall serve as the Trustees or the sole Trustee. The person or persons serving as Trustees at any time shall have the power to appoint in writing one or more additional Trustees, provided that, if two or more persons are then serving as Trustees, any such appointment must be made unanimously by all such Trustees.

9. The Trustees are relieved from furnishing bond.

10. The Trustees shall not be liable for any acts or omissions except for those which constitute gross negligence, bad faith or a breach of the duty of loyalty owed to a beneficiary.

11. The Trust shall be a spendthrift trust to the greatest extent permitted by La. R.S. 9:2001, et seq.

If Eunice R. Benckenstein does not survive me, the gifts under this paragraph L shall lapse, and the properties thereof shall pass as a part of my residuary estate under paragraph M of this Article.

M. I devise and bequeath to the Nelda C. and H. J. Lutchter Stark Foundation all of the rest, residue, and remainder of my property, whether real, personal, or mixed, of whatever kind and wherever situated, including, without limitation, any properties not effectively devised or bequeathed under paragraphs A through L of this Article III (the property devised and bequeathed under this paragraph M being referred to as "my residuary estate" in this Will).

ARTICLE IV

ESTATE ADMINISTRATION

In addition to all of the powers vested by law in independent executors, Executor shall have with respect to all properties Executor administers all of the rights, powers, privileges, and immunities conferred upon a trustee under the Texas Trust Code. Specifically and without limitation, with respect to such properties, Executor is authorized, upon such terms and conditions as Executor alone may determine:

- (i) to sell or lease or otherwise dispose of or encumber any property, whether or not necessary for payment of debts, expenses, or taxes;
- (ii) to borrow money from any lender, including a fiduciary under this Will, for any purpose;
- (iii) to partition or divide any properties in any equitable manner; and to select properties, real or personal, to satisfy any gift, including without limitation a residuary gift, a gift of an amount, and any other pecuniary gift, but not including a specific gift of specific property;
- (iv) to make any election under any tax law in the manner Executor deems advisable, none of which elections shall result in adjustments among beneficiaries of my estate or any trust under this Will or in Executor's personal or corporate liability.

ARTICLE V

DEBTS, EXPENSES, AND TAXES

All payments of my just debts, funeral expenses, administration and testamentary expenses, and estate, inheritance, transfer, and succession taxes upon or with respect to any property required to be included in my gross estate under the provisions of any tax law, whether or not any

A CERTIFIED COPY JUL 1 3 2001

ATTEST:

KAREN JO VANCE, County Clerk

Orange County, Texas

By Brooke Hatton

BROOKE HATTON, DEPUTY

such property passes under this Will, including unreimbursed penalties and interest on those taxes, shall be borne, without apportionment, by my residuary estate passing under paragraph M of Article III of this Will.

ARTICLE VI

VARIOUS

This Will is not being executed pursuant to or as part of any contract, and I may revoke or change this Will at any time without breaching any agreement.

Nothing in this Will shall be deemed to exercise any power of appointment which I might have.

If any provision of this Will is made illegal, invalid, or unenforceable, that provision shall be modified or if necessary eliminated so as to conform to applicable law. Each provision of this Will shall be treated as separate from each other provision of this Will, to the end that no such provision shall be deemed or declared illegal, invalid, or unenforceable by reason of the illegality, invalidity, or unenforceability of another provision of this Will.

ARTICLE VII

LAWS OF OTHER JURISDICTIONS

If it is necessary or advisable for a personal representative of my estate to qualify in a jurisdiction other than Texas (each being referred to below as "that jurisdiction"), my executor or executors in that jurisdiction shall be determined under Article II hereof as applied in that jurisdiction independently of its application in my domiciliary jurisdiction, so that my executor or executors in that jurisdiction at any time need not be the same as in my domiciliary jurisdiction. If all executors appointed under Article II hereof are disqualified from serving in that jurisdiction or for any other reason fail or cease to serve there, I appoint as executor in that jurisdiction such person or entity as shall be designated in writing by my domiciliary executor or executors, as the case may be. If the administration in that jurisdiction is ancillary, I request and authorize my executor serving there, to the extent not prohibited under the laws of such jurisdiction, to appoint my domiciliary executor or executors, as the case may be, to handle the details of administration in that jurisdiction. To the extent the provisions of this Will and Texas law cannot be applicable to the administration in such jurisdiction, the rights, powers, duties, and liabilities of the executor or executors in that jurisdiction shall be the same (or as near the same as permitted under the laws of that jurisdiction if applicable) as if governed by Texas law. In all events, the administration in that jurisdiction shall be as free and independent of court control and supervision as permitted under the laws of that jurisdiction. Whenever the term "Executor" is applied in this Will to the administration in such jurisdiction, it shall refer only to the executor or executors then serving in such jurisdiction.

ARTICLE VIII

DEFINITIONS

Some of the terms in this Will are defined in this Article.

A. Pronouns, nouns, and terms as used in this instrument include the masculine, feminine, neuter, singular, and plural forms thereof wherever appropriate to the context.

B. References to "child" and "children" mean a lawful descendant or lawful descendants in the first degree of the parent designated. References to "issue" mean a lawful descendant or lawful descendants in any degree of the ancestor designated. Those terms include such a person in gestation at the applicable time and later born alive, as if that person were living at the applicable time. An adopted person and that adopted person's lawful descendants are lawful descendants of each adopting parent of that person and are lawful descendants of anyone who is by

A CERTIFIED COPY JUL 13 2001

ATTEST:

KAREN JO VANCE, County Clerk

Orange County, Texas


By BROOKE HATTON

BROOKE HATTON, DEPUTY

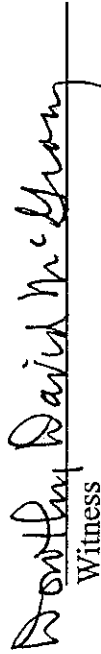
blood or adoption an ancestor of that adopting parent but only if any such adoption occurs prior to the time of my death.


C. References to a child or the children or issue of two individuals shall be only to those who are a child or children or issue of both such individuals.

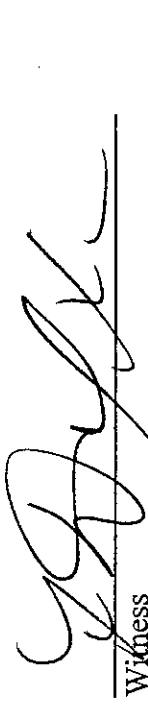
IN TESTIMONY WHEREOF, I have hereunto signed my name in the presence of Dorothy David McGrooy, F. David Claybar and W. J. Jack Conwillion, as subscribing witnesses, each of whom signed this Will at my request, in my presence, and in the presence of each other, this 9 day of August, 1996.


NELDA C. STARK

Each of us being more than fourteen years of age, we hereby declare that NELDA C. STARK signed the foregoing instrument in our presence and in the presence of each other, declaring the same at the time to be her Last Will and Testament, and we now at her request, in her presence, and in the presence of each other, sign our names as subscribing witnesses, this 9th day of August, 1996.


Witness
Residing at:
3025 N 73RD
Orange Texas


Witness
Residing at:
1112 W. Cherry
Orange, TX.


Witness
Residing at:
602 Pine St.
Orange, TX 77630



THE STATE OF TEXAS §
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared NELDA C. STARK, Dorothy David McCreary, F. David Claybar and W. J. Jack Covillion, known to me to be the testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELDA C. STARK, testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his oath, stated to me, in the presence and hearing of the said testatrix, that the said testatrix had declared to them that said instrument is her Last Will and Testament, and that she 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 said testatrix and at her request; that she was at that time eighteen years of age or over and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Nelda C. Stark
NELDA C. STARK

Dorothy David McCreary
Witness

F. David Claybar
Witness

W. J. Jack Covillion
Witness

SUBSCRIBED AND SWORN TO BEFORE ME by the said NELDA C. STARK, testatrix, and the said Dorothy David McCreary, F. David Claybar and W. J. Jack Covillion, witnesses, this the 9th day of August, 1996.

Marie Rearick
Notary Public, State of Texas

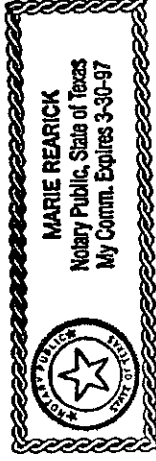
FILED FOR RECORD

KAREN JO VANCE

'99 DEC 16 AM 11:41

COUNTY CLERK
ORANGE COUNTY, TEXAS

B. Ann Roberts
DEPUTY



A CERTIFIED COPY JUL 13 2001
ATTEST:
KAREN JO VANCE, County Clerk
Orange County, Texas
By B. Ann Roberts
BROOKE HATTON, DEPUTY