

La terminologia jurídica del dret de successions

Creació d'una terminologia especialitzada i traducció d'un testament

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Treball final de grau - Traducció juridicoeconòmica

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RESUM

El llenguatge jurídic anglès és complex, distant i formal, i per a la seva correcta traducció és imprescindible tenir un bon recurs terminològic especialitzat a la vora. La inexistència d'una bona obra terminològica bilingüe de referència especialitzada en termes jurídics de l'anglès al català dificulta la tasca d'aquells que han de fer traduccions en aquesta combinació lingüística, ja que la majoria de vegades cal fer servir una tercera llengua com a pont. En aquest treball es presenta el procés de creació d'un recurs terminològic especialitzat de l'àmbit del dret de successions i l'aplicació d'aquest recurs a la traducció del testament d'Elvis Presley. La *Terminologia especialitzada del dret de successions (anglès-català)*, el recurs terminològic nascut en el marc d'aquest projecte, s'ha creat a partir de l'extracció automàtica de terminologia d'un corpus de textos paral·lels i l'elaboració de fitxes terminològiques dels termes seleccionats manualment. Mitjançant la creació d'aquest recurs terminològic i la posterior traducció d'un testament, s'ha pogut constatar el fet que la terminologia que compon els documents testamentaris és transversal i que inclou una àmplia varietat de vocabulari econòmic i administratiu.

PARAULES CLAU: recurs terminològic, extracció automàtica de terminologia, traducció jurídica, llenguatge jurídic, testament, dret de successions.

ABSTRACT

English legal language is complex, distant and formal, and in order to translate it properly, it is essential to have a good specialised terminology resource on hand. The lack of a good bilingual terminology reference work specialised in legal terms from English into Catalan makes it difficult for those who have to translate into this language combination, considering that it is often necessary to use a third language as a bridge. This project presents the process of creating a specialised terminology resource in the field of inheritance law and the application of this resource to the translation of Elvis Presley's Last Will and Testament. The *Specialised Terminology of Inheritance Law (English-Catalan)*, the terminology resource created within the framework of this project, has been created from the automatic extraction of terminology from a corpus of parallel texts and the elaboration of terminology files of the terms selected manually. Through the creation of this terminology resource and the subsequent translation of a will, it has been possible to confirm the fact that the terminology that makes up testamentary documents is cross-disciplinary and includes a wide variety of economic and administrative vocabulary.

KEY WORDS: terminology resource, automatic terminology extraction, legal translation, legal language, last will and testament, inheritance law.

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1. Introducció

1.1. Justificació

Seria començar amb mal peu i amb falta d'honestedat si no destaqués com a motiu inicial d'aquest treball el fet que fer un treball de final de grau de l'àmbit la traducció jurídica i econòmica és un requisit indispensable per a l'obtenció de l'habilitació de traductora i intèrpret jurada en finalitzar el grau. No obstant això, i endinsant-nos en les diferents motivacions que he anat trobant des que vaig començar el grau de Traducció, Interpretació i Llengües Aplicades, hi ha altres motius que m'han portat a fer el meu treball final de grau de temàtica jurídica i, en particular, del dret de successions.

Des que l'any 2018 vaig iniciar el grau, de seguida vaig descobrir que entre la part més creativa i la part més tècnica de la traducció, preferia la segona. I si alguna cosa caracteritza la traducció jurídica, és la importància de no ser creatiu i la necessitat que el traductor no es prengui llibertats estilístiques i, molt menys, de contingut. Així, puc afirmar que a les tres assignatures de Traducció Jurídica i Econòmica vaig gaudir havent de buscar les traduccions més perfectes sense allunyar-me del que marcava el text original.

Sense marxar de la vessant tècnica de la professió d'un traductor i sense allunyar-nos del meu primer semestre en aquest grau, un dels altres motius de pes del tema escollit per aquest treball és la sorpresa que em vaig endur quan vaig cursar l'assignatura de Terminologia. Amb aquesta assignatura vaig descobrir que la traducció necessita un alt nivell de recerca per tal de trobar el millor equivalent per a cada terme que trobem. Així, les fitxes terminològiques i els glossaris que vam fer em van marcar fins al punt de voler dedicar el meu treball final de grau, en part, al tractament de terminologia especialitzada.

Finalment, l'últim gran motiu que em porta a triar, no només la vessant jurídica, sinó també la branca del dret civil en concret, és el fet de tenir la gran sort de tenir a casa un professor d'aquesta branca del dret. D'aquesta manera, per escollir el tema final del meu treball vaig fer una recerca entre tres subbranques del dret civil: propietat, família i successions. De les tres, el motiu últim que em va fer escollir el dret de successions i, per tant, la traducció d'un testament, va ser la necessitat d'acotar i la disponibilitat de textos paral·lels a l'abast, en la qual cosa, els testaments, s'enduen la palma.

Així doncs, aquest treball, com el seu títol indica, tractarà sobre la creació d'una terminologia sobre el dret de successions i l'aplicació d'aquesta terminologia a la traducció d'un testament. Al nostre recull terminològic l'anomenarem *Terminologia especialitzada del dret de successions (anglès-català)*.

1.2. Metodologia

Un cop escollit el tema final del treball, la metodologia seguida ha estat ordenada i esquemàtica. En primer lloc, després de fer una recerca exhaustiva de diferents fonts per a cada tema a tractar, hem contextualitzat el treball mitjançant un marc teòric en el qual es fa una breu explicació de la creació de recursos terminològics, de les diferències entre els règims de successions català, anglès i nord-americà, i de les particularitats del llenguatge anglès jurídic. En l'àmbit de la creació de recursos terminològics hi expliquem les diferents metodologies que es poden seguir per crear un recurs terminològic.

En el cas d'aquest treball, després d'haver fet una selecció d'una vintena de testaments com a textos paral·lels, hem dut a terme l'extracció automàtica dels candidats a terme mitjançant l'eina Sketch Engine. Posteriorment, n'hem fet la revisió manual i la selecció dels termes que apareixeran a la nostra terminologia.

Un cop seleccionades totes les unitats terminològiques, hem creat una fitxa per a cadascuna d'elles amb el terme original en anglès, l'equivalent o equivalents en català, el terme en context i la definició del concepte. Per acabar la part terminològica d'aquest treball, hem recollit les dades principals de cada terme en forma de terminologia.

A continuació, amb el recull ja finalitzat i per complir amb un dels requisits necessaris per als treballs de l'àmbit jurídicoeconòmic, hem aplicat la terminologia feta a la traducció d'un testament d'entre 3000 i 4000 paraules, concretament, el testament d'Elvis Presley. Un cop finalitzada la traducció, n'hem fet una breu defensa per remarcar les característiques específiques del llenguatge jurídic anglès en relació amb el català.

1.3. Estructura

Aquest treball final de grau segueix la següent macroestructura: introducció, marc teòric, treball terminològic, recull terminològic, traducció, defensa de la traducció, conclusions, bibliografia i annexos.

En concret, a la introducció del treball diferenciem entre els motius i motivacions que hem tingut per a dur a terme aquest projecte, la metodologia que hem seguit, l'estructura que segueix i els objectius que hem tingut al llarg del projecte. Al segon apartat del treball, on trobarem el marc teòric, fem una breu introducció a la creació de recursos terminològics a partir de l'extracció automàtica, al dret de successions català, anglès i nord-americà i als testaments d'aquests sistemes jurídics i, finalment, a les característiques principals del llenguatge jurídic anglès i la seva traducció.

Endinsant-nos a la part més pràctica del treball, al tercer apartat trobem l'explicació de l'extracció terminològica feta i la selecció dels termes escollits, així com l'explicació de la realització d'una fitxa terminològica. Tot seguit, en un quart apartat hi afegim el recull terminològic final.

A continuació, als apartats cinc i sis del nostre treball hi trobem la traducció del testament d'Elvis Presley feta a partir de l'aplicació del recull terminològic que hem creat i una breu defensa de la traducció feta.

Finalment, per acabar d'arrodonir el treball, plasmem els aprenentatges que hem recollit al llarg d'aquest camí a les conclusions del projecte i, en uns annexos a part, el lector podrà trobar els diferents textos paral·lels escollits per fer la selecció de termes per al recull terminològic, les fitxes dels termes seleccionats i el text original del testament d'Elvis Presley.

1.4. Objectius

Els principals objectius d'aquest treball han estat treballar:

- a) la contextualització necessària prèvia a qualsevol traducció;
- b) la creació d'una terminologia especialitzada;
- c) la terminologia jurídica i els recursos necessaris;
- d) la traducció jurídica de qualitat per tal que encaixi en un context professional;
- e) la traducció de testaments fins a conèixer amb un bon nivell aquesta tipologia de text i poder-la comprendre;
- f) la justificació d'una traducció (tècniques, procediments, problemes, etc.), ja que és una tasca que no hem explotat durant el grau i ens ha estat un repte en especial.

2. Marc teòric

2.1. La creació d'una terminologia a partir de l'extracció terminològica

Tal com hem explicat al llarg de la introducció d'aquest treball, tenim com a objectiu la creació d'un recull terminològic bilingüe. El TERMCAT defineix una *terminologia* com un recull de termes especialitzats que pot recollir o no les definicions dels termes i conté un total d'entre 100 i 300 termes. Per fer aquest recull de termes s'ha de fer una selecció de termes prèvia, la qual es pot fer, entre altres maneres, a partir de textos especialitzats del camp que es vol tractar. Aquests textos especialitzats, doncs, formaran un corpus, del qual se n'extraurà la terminologia final. Sembla senzill, però no ho és; vegem per què.

L'extracció terminològica és, de per si, una feina feixuga: seleccionar paraules —i grups de paraules— una per una d'un corpus que pot ser més o menys llarg, però que sempre, per tenir una bona fiabilitat, tindrà una llargada considerable. Avui dia, però, aquesta feina la faciliten els extractors automàtics de terminologia. Amb aquest ús de la tecnologia, es converteix l'extracció en un procés ràpid i eficient.

L'extracció automàtica de terminologia es pot dur a terme a través de diferents mètodes computacionals, entre els quals destaquen els mètodes lingüístics, els mètodes estadístics i els mètodes híbrids.

Els mètodes lingüístics, els primers que es van utilitzar per a fer extracció terminològica, basen els seus resultats en una anàlisi morfològica, lexicogràfica, sintàctica i gramatical del corpus a partir d'uns patrons lingüístics que afegeix l'usuari del programa per tal que l'eina faci una selecció de candidats a terme. L'eina, doncs, identifica les diferents parts que conformen les paraules analitzades i les relacions sintàctiques entre aquestes paraules.

Per la seva part, els mètodes estadístics basen els resultats a partir de la freqüència d'aparició de les unitats terminològiques que detecta dins del corpus. Aparentment, si no se'ls aplica cap filtre, seleccionarien totes les paraules. És per això que les eines d'extracció terminològica que funcionen amb mètodes estadístics permeten utilitzar funcions com bloquejar les anomenades *stopwords*, paraules funcionals com serien conjuncions, articles, preposicions o pronoms, o seleccionar *n-grams*, una tria de quantes paraules poden formar les unitats terminològiques seleccionades.

Finalment, els mètodes híbrids, com el seu propi nom indica, combinen tots dos mètodes: lingüística i estadística. És per això que recentment han estat generalment els més utilitzats. Aquest mètode aplica patrons lingüístics per fer un primer filtratge de candidats a terme i, posteriorment, s'aplica l'estadística.

Un cop feta aquesta selecció terminològica no es pot donar per acabada la feina de selecció de termes, ja que en una extracció el que s'obtenen són els anomenats *candidats a terme*. A partir d'aquí, el debat és ampli: què es considera un terme? La diferència entre terme i paraula ha estat un dels principals objectes de debat al llarg de la història de la terminologia. De manera molt resumida, d'una banda, la teoria general de la terminologia defensa que terme i paraula són dues unitats diferents — terminològica i lèxica, respectivament—, i de l'altra, la teoria comunicativa de la terminologia, defensada per l'Escola de Barcelona, defensa que el terme és un valor de les paraules que s'activa o no segons el context comunicatiu.

En tot cas, però, se segueixi una doctrina o l'altra, després d'una extracció automàtica de terminologia cal fer-ne una revisió manual per seleccionar els termes que es vol que formin part del recull terminològic. En aquest punt cal tenir molt clars alguns barems: quin és l'àmbit en el qual s'emmarcarà el recull que es vol fer, quin nivell d'especialització es vol marcar, quin màxim de paraules poden tenir les unitats terminològiques que es volen recollir, etc.

Finalment, una vegada s'hagin seleccionat els diferents termes que es vol afegir al recull terminològic cal fer-ne un tractament individual. Per a aquest pas es creen les anomenades *fitxes terminològiques*, les quals poden contenir més o menys dades segons els objectius que es marquin per al recull. A una fitxa terminològica hi poden aparèixer dades com l'àrea temàtica, les alternatives de la mateixa llengua (sinònims), les equivalències en altres llengües, la definició del terme, definicions complementàries en les altres llengües documentades a les equivalències, el terme en context, notes sobre l'ús o característiques del terme... i tot, per descomptat, amb la font de la qual prové cada informació.

Per fer la nostra terminologia ens ajudarem d'un extractor automàtic de terminologia en línia anomenat Sketch Engine, que permet als usuaris d'universitats europees accedir a totes les seves funcions de manera gratuïta. Mitjançant aquesta eina, afegint els diferents textos paral·lels que hem seleccionat, podrem obtenir un llistat dels candidats a terme que posteriorment revisarem de forma manual. A continuació en farem les fitxes terminològiques on constarà el terme en anglès, l'equivalent o

equivalents en català, el terme en context i, si és possible, una definició. Per acabar, recollirem part d'aquestes dades en una llista final que serà la nostra *Terminologia especialitzada del dret de successions (anglès-català)*.

2.2. El dret de successions català, anglès i nord-americà. El testament

Encara que des de l'àmbit del dret internacional privat s'ha intentat regular les successions des de diverses institucions —a escala europea, per exemple, es va crear el Reglament 650/2012, que indica que en cas de defunció per a tramitar l'herència s'aplicarà la llei de successions del lloc de residència habitual del difunt—, avui dia es continuen seguint maneres de fer diferents a cada país.

A Catalunya les successions es regulen al Llibre quart del Codi Civil de Catalunya. En aquest àmbit cal distingir entre tres figures concretes: els hereus forçosos, legítims o legitimaris, que tenen dret a rebre una part concreta del cabal hereditari —l'anomenada *legítima*—, i que acostumen a ser els descendents o, en cas que no n'hi hagi, els ascendents; els hereus voluntaris, que s'especifiquen al testament i poden rebre una part de l'herència delimitada per la part dels hereus legítims o la totalitat si no hi ha hereus legítims; i els legataris, que hereten objectes o béns concrets. A Catalunya, a més, en cas de successió intestada, es reparteix l'herència als familiars seguint els graus de parentiu i, si no n'hi ha, n'és hereva la Generalitat de Catalunya.

Els testaments a Catalunya es poden fer davant de jutge o de notari o presentant-los-el, sense necessitat de redactar-lo en presència d'aquestes figures, de forma oberta —redactada pel notari—, tancada —redactada pel testador i entregada al notari—, o de forma hològrafa —redactada pel testador a mà i lliurada a un jutge posteriorment—. A més, el testament sempre haurà de ser personalíssim, és a dir, el testador ha d'expressar de forma individual la seva voluntat, i no es podrà fer de forma conjunta amb un altre testador.

Al Regne Unit les successions es regulen a través de l'*Administration of Estates Act* de 1925 i de la *Provision for Family and Dependents Act* de 1975, la qual vetlla perquè els familiars o persones que estaven a càrrec del testador no quedin desateses i puguin disposar d'una part de l'herència, la qual determina un tribunal. En cas de successió intestada el cabal hereditari s'assignarà als descendents o ascendents en ordre de grau parentiu i, en cas de no existir-ne cap, generalment l'herència és assignada a la Corona. Al Regne Unit, a diferència de Catalunya, no cal fer el

testament davant de notari. Així doncs, predominen els testaments hològrafs, pels quals el testador ha de redactar les seves voluntats i datar-les i signar-les en presència de dos testimonis que també han de signar el document en el mateix moment.

Als Estats Units les successions no es regulen de forma federal, sinó que cada estat té la seva llei o normativa particular. D'aquesta manera, doncs, és complex i extens explicar el funcionament de les successions en cada cas que es pot trobar.

Pel que fa a les macroestructures dels testaments, en cada cas, de forma general, destaquen les següents parts:

- a) Catalunya: lloc, dia i hora; identitat del notari i el testador; manifestació de la capacitat del testador; voluntat del testador; fe del notari; i signatures del notari i el testador.
- b) Regne Unit: nom del testador; nomenament dels marmessors i fideïcomissaris; nomenament dels tutors; clàusules de repartiment de béns i possessions; disposicions de fideïcomís; data i signatura del testador i els dos testimonis.
- c) Estats Units: preàmbul (amb les dades del testador); secció operativa; clàusula d'al·legació d'estat civil i de situació familiar; clàusula de nomenament del marmessor; clàusula de liquidació de deutes del testador; clàusula de repartiment del patrimoni; clàusula de premoriència i commoriència; clàusula d'excepcions d'il·legalitat; signatura; i clàusula testifical.

2.3. El llenguatge jurídic anglès i la seva traducció

El llenguatge jurídic anglès és, en paraules d'Enrique Alcaraz, "un llenguatge complex i difícil, no només pels estudiosos estrangers sinó també pels mateixos parlants nadius de la llengua anglesa i, fins i tot, pels mateixos estudiants de Dret". És un llenguatge que es caracteritza per ser distant i formal, en el qual s'eviten formes personals o adjectius i adverbis intensificadors i s'utilitzen oracions molt llargues que manquen de connectors i repeticions.

Agafant com a guia el capítol V del llibre *El inglés jurídico* (2007) d'Enrique Alcaraz, el llibre *Estrategias, materiales y recursos para la traducción jurídica inglés-español* (2016) d'Anabel Borja i el mòdul de l'assignatura de Traducció Jurídica i Econòmica

B-A I (Godayol, 2020), farem una breu descripció de les característiques principals del llenguatge jurídic anglès i la seva traducció.

Com hem dit, el llenguatge jurídic anglès és de caràcter formal i, per assolir aquest registre formal es fan servir formes arcaïtzants (*to commit to prison*), llatinismes (*bona fide*), gal·licismes (*damages*), etc. Una característica que destaca molt del llenguatge jurídic anglès i que, en la seva traducció al català cal evitar, és la presència de doblats (*last will and testament*) i triplets (*give, devise and bequeathe*), expressions en els quals es repeteix el mateix concepte en forma de sinònims i que cal traduir per una sola paraula. Així, per exemple, no traduirem *last will and testament* per *últimes voluntats i testament*, sinó que en direm *testament*.

Una altra característica del llenguatge jurídic anglès és la polisèmia tant d'adjectius, que segons si modifiquen un substantiu o un altre s'hauran de traduir d'una manera o una altra (per exemple, *absolute* es pot traduir per *complet, absolut, inqüestionable*, etc.), com de substantius (per exemple, *order* es pot traduir per *ordre, resolució judicial* o *article*).

En el camp de la morfosintaxi, cal destacar la presència dels sufixos *-er* i *-ee* (per exemple, *debtor* —deutor— i *debtee* —creditor—); d'adverbis, preposicions i conjuncions complexos, fins i tot en format de locucions, (per exemple, *hereinafter* —d'ara endavant—, *whereas* —atès que— o *in accordance with* —en virtut de—); de construccions amb gerundi, les quals, com en el llenguatge regular, cal evitar; d'oracions llargues; de repetició de paraules i construccions; de puntuació insuficient; de construccions passives; i escassetat de connectors.

Altres característiques del llenguatge jurídic anglès són la presència de préstecs i calcs que cal evitar (*implement*, per *executar*), de falsos amics amb els quals s'ha d'anar amb compte (*legislature*, per *poder legislatiu*) i l'ús de verbs empírics, d'eufemismes o de formes abreujades.

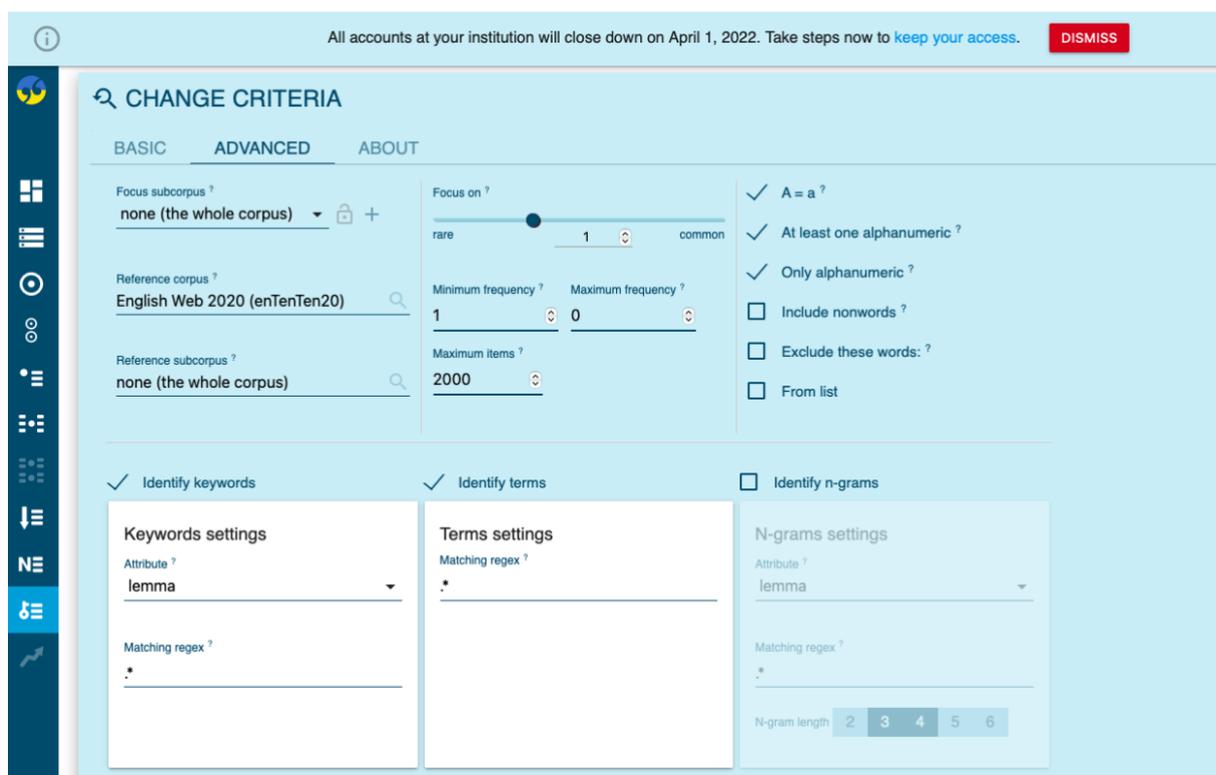
En la traducció de documents de tipologia jurídica de l'anglès al català, cal tenir en compte totes aquestes característiques esmentades i anar amb mil ulls en la seva traducció. Així, en català es recomana mantenir l'ordre neutre de les oracions —subjecte, verb i complements—, evitar sempre que sigui possible les passives i l'ús dels gerundis, substituir els temps de futur pels de present, evitar l'ús de *mateix* amb valor pronominal, etc. A més, en la traducció d'aquest tipus de document també cal tenir presents detalls com el format de les dates —dia, mes i any, en català—, les adreces —que no es tradueixen—, les sigles i les abreviatures —que si no se'n pot

trobar el significat o l'equivalent tampoc es tradueixen—, el format de les xifres —que en català marquen els decimals amb una coma—, la denominació de les monedes —que no s'han de convertir i el símbol de la moneda, en català, apareix després de la quantitat— i dels documents legals —que en català només va en majúscula la primera lletra—.

3. Extracció terminològica i tractament dels termes

3.1. Selecció dels termes

Una vegada feta la selecció de vint testaments publicats a la xarxa (vegeu l'Annex 9.1), s'ha fet servir l'eina Sketch Engine per fer l'extracció automàtica de terminologia. Aquesta eina, gratuïta per a universitats europees gràcies al projecte ELEXIS¹ fins al 31 de març de 2022, permet introduir un o més textos a tall de corpus al programa i fer-ne una extracció automàtica a partir de diferents característiques a seleccionar. Tal com es pot observar a la imatge mostrada a continuació, el programa permet modificar els criteris de l'extracció (freqüència, n-grames, cerca de termes d'un sol o de diversos elements, bloqueig de paraules, xifres i símbols, etc.) i la quantitat màxima de termes a extreure.



Mitjançant aquesta eina, doncs, s'obté un llistat de paraules i de seqüències de paraules que haurà de passar diversos filtres fins a obtenir la llista de termes definitiva per conformar la terminologia final. En el procés de buidatge terminològic d'aquesta llista obtinguda mitjançant l'extracció automàtica, parlem de diversos filtres perquè, tal com diu Mercè Vázquez a la seva tesi doctoral (Vázquez, 2014: 23) els processos d'extracció automàtica fan que s'obtinguin dades entre les quals hi ha silenci –entès com el no

¹ ELEXIS, European Lexicographic Infrastructure

reconeixement del programa d'extracció d'algunes unitats lèxiques que són terminològiques–, i soroll –entès com l'extracció d'unitats lèxiques que no tenen caràcter especialitzat–. Així doncs, d'aquest llistat de mots seleccionats pel programa d'extracció automàtica distingirem entre, d'una banda, errors o soroll i, d'altra banda, candidats a terme. En el cas de l'extracció feta pel programa Sketch Engine del corpus de testaments seleccionats, els errors que es poden trobar amb més freqüència són la selecció de formes verbals conjugades, de paraules provinents de categories funcionals que per si soles no tenen significat i de noms propis de persones o d'entitats.

Pel que fa a les paraules del llistat creat pel programa d'extracció automàtica que no es comptabilitzen com a errors des d'un primer moment perquè són paraules de categories de tipus gramatical, en direm *candidats a terme* i s'hauran de validar individualment i fer la selecció final de termes per als quals se'n vol fer una fitxa i afegir-los al recull terminològic objecte d'aquest treball.

Per a seleccionar els termes finals, s'han tingut en compte diferents criteris. D'una banda, per descomptat, s'han prioritzat els termes estrictament relacionats amb el vocabulari dels testaments i les successions. Però també s'han seleccionat termes jurídics no exclusius del dret de successions (per exemple, *deed*); paraules que passen a ser termes en el context dels textos paral·lels seleccionats; i connectors o construccions habituals del llenguatge pertinent als documents legals. D'altra banda, també s'ha tingut en compte la freqüència amb la qual aquest terme apareixia als textos paral·lels utilitzats. Finalment, per fer el triatge entre el llistat final, s'ha tingut en compte la validesa dels recursos amb els quals es podia documentar cada terme seleccionat.

3.2. Fitxes terminològiques

Una vegada feta la selecció de termes per crear el recull terminològic, s'ha dut a terme l'elaboració de fitxes terminològiques per a aquests termes. Aquestes fitxes tenen el següent format:

TERME		Número de fitxa
Equivalències alternatives		
Equivalències documentades		
Proposta d'equivalències		
Definició		

Context	
Notes	

A l'apartat d'equivalències alternatives s'hi afegeixen altres termes en anglès sinònims del terme en qüestió, mentre que a l'apartat equivalències documentades les denominacions catalanes, espanyoles i franceses del terme que es troben en fonts oficials com la base de dades IATE, les fonts del TERM CAT, el *Grand Dictionnaire Terminologique* de l'Office québécois de la langue française, i el *Diccionario de términos jurídicos* d'Enrique Alcaraz i Brian Hughes. Per als termes dels quals no se'n pugui documentar una equivalència catalana en fonts oficials se'n fa una proposta d'equivalència al següent apartat de la fitxa.

A continuació, s'afegeixen definicions extretes de les fonts oficials mencionades anteriorment en català, preferentment, o en anglès, i un context on es pugui veure el terme en funcionament, extret d'un dels textos paral·lels a partir dels quals s'ha fet l'extracció terminològica dels termes.

Finalment, a l'apartat de notes s'afegeixen possibles comentaris sobre l'ús del terme en documents jurídics o de la seva implicació en construccions establertes com doblats, triplets o *collocations*. També s'afegeixen a l'apartat de notes comentaris de variacions del terme (per exemple, *co-executor* com a variant del terme *executor*).

Les diferents fitxes terminològiques, a causa de l'extensió que requereixen, es poden trobar a l'annex 9.2. d'aquest treball.

4. Terminologia especialitzada del dret de successions (anglès-català)

Llegenda d'abreviatures que apareixen a la terminologia

n *nom*

v *verb*

loc v *locució verbal*

Alt.: *alternatives* (altres equivalents en anglès que poden actuar com a sinònims complementari del terme original)

Rel.: *relacionat* (construccions que contenen la paraula anglesa i la traducció d'aquestes construccions)

accountant *n*

comptable

act *v*

actuar

Alt.: mature

affiant *n*

declarant, deposant

Alt.: deponent, registrant

affidavit *n*

afidàvit, declaració jurada per escrit

Alt.: sworn statement, sworn declaration

affix the seal *v*

segellar

Rel.: *affix the signature*
(sotaescriure, subscriure)

allocate *v*

assignar

allot *v*

assignar, adjudicar, atribuir

amendment *n*

esmena

Alt.: correction, revision

ancillary *adj*

auxiliar

Alt.: auxilliary

appointment *n*

designació, nomenament

apportion *v*

prorratejar

arbitrate *v*

arbitrar

asset *n*

actiu, bé, patrimoni

attest *v*

atestar, certificar, assegurar, donar

fe, fer constar, fer fe

authorize *v*

autoritzar, habilitar, facultar

beneficiary *n*

beneficiari|beneficiària

Rel.: *devisee, legatee and beneficiary* (beneficiari)

bequeath *v*

llegar

Alt.: *leave by will, devise*

Rel.: *give, devise and bequeath* (llegar), *give and bequeath* (llegar), *devise and bequeath* (llegar)

bequest *n*

llegat

Alt.: *legacy*

Rel.: *absolute bequest* (llegat incondicional)

binding *adj*

vinculant

bond *n*

garantia, fiança

Rel.: *bond or security* (garantia)

cease *v*

finalitzar, finir, anul·lar, deixar sense efecte, extingir

chattel *n*

bé moble, bé movent

clause *n*

clàusula

codicil *n*

codicil

compensation *n*

retribució, indemnització, remuneració

conclusive *adj*

inapel·lable, irrefutable

Rel.: *final and conclusive* (definitiu i inapel·lable)

confer *v*

conferir, concedir, atorgar

constitute *v*

constituir

construe *v*

interpretar

convey *v*

traspassar, transferir, cursar, cedir

creditor *n*

creditor|creditora

custodian *n*

tutor|tutora

custody *n*

custòdia, tutela

death *n*

mort, defunció

Alt.: *decease*

decease *n*

mort, defunció

Alt.: death

deceased *n*

finat|finada, causant, testador

declare *v*

declarar, afirmar, encertir, cerciorar, certificar, assegurar, donar fe, fer constar, fer fe

Rel.: *to make, publish and declare* (declarar), *publish and declare* (declarar)

deed *n*

escriptura

Alt.: instrument, document, act, record

deem *v*

estimar, jutjar, considerar, judicar

defer *v*

ajornar, allongar, diferir, perllongar, retardar, demorar, dilatar, endarrerir

delegate *v*

delegar

descendant *n*

descendent

designate *v*

designar, nombrar

determination *n*

resolució, determinació, pronunciament

determine *v*

determinar, resoldre, decidir

devise *v*

llegar, testar

Alt.: bequeath, leave by will

Rel.: *give, devise and bequeath* (llegar), *give and devise* (llegar), *devise and bequeath* (llegar)

devisee *n*

legatari|legatària

Rel.: *devisee, legatee and beneficiary* (beneficiari)

disbursement *n*

desemborsament, desembors, desembossament, despesa

Alt.: outlay

discharge *n*

alliberament, compliment

discretion *n*

arbitri, albir, criteri, parer, discreció, discrecionalitat

discretionary *adj*

potestatiu|potestativa, arbitral, prudencial, discrecional

Rel.: *discretionary powers* (facultats; potestat; poders discrecionals)

disposition *n*

disposició

distribute *v*

distribuir, repartir

distribution *n*

repartiment dels béns

Rel.: *distribution clause* (clàusula testamentària sobre el repartiment del patrimoni)

donee *n*

donatari|donatària

duress *n*

coacció

Rel.: *under duress* (amb intimidació; amb coacció; de forma coaccionada; sota coacció)

duty *n*

obligació, deure, responsabilitat

empower *v*

apoderar, facultar

enforce *v*

aplicar

enforceable *adj*

executori|executòria, aplicable

entitle *v*

legitimar

Rel.: *be entitled* (estar legitimat; tenir dret)

estate *n*

actiu hereditari, cabal hereditari, cabal relicte, herència, patrimoni

Alt.: estate of a deceased person, estate of the deceased

execute *v*

formalitzar

executor | executrix *n*

marmessor|marmessora, executor testamentari|executora

testamentària,

testamentari|testamentària

Alt.: executor of a will, executress

Rel.: *co-executor*

(comarmessor|comarmessora)

exercise *v*

exercir

guardian *n*

tutor|tutora

Alt.: custodian, tutor, legal guardian

heir | heiress *n*

hereu|hereva

Rel.: *heir testamentary*

(hereu|hereva), *co-heir* (cohereu),

heir at law (hereu legítim)

inheritance *n*

herència

Rel.: *inheritance law* (dret de successions), *inheritance tax* (impost de successions)

jurisdiction *n*

jurisdicció, competència; fur

last will and testament *n*

testament

Alt.: will, testament, testamentary instrument

lawful issue *loc n*

descendència legítima

Alt.: legitimate issue

legacy *n*

llegat

Alt.: bequest

legatee *n*

legatari|legatària

Alt.: devisee, beneficiary of a will

Rel.: *devisee, legatee and beneficiary* (beneficiari)

minor *n*

menor d'edat, menor

Alt.: child, infant

nominate *v*

nomenar, designar

notary *n*

notari|notària

Alt.: notary public

provision *n*

disposició

receipt *n*

rebut

residue *n*

romanent de l'herència

Alt.: remainder of estate, residual estate, residuary estate, residue of estate

Rel.: *rest, residue and remainder* (romanent; restant)

revoke *n*

revocar, anul·lar, deixar sense efecte

Alt.: revoke

share *n*

part

Alt.: part, portion

statutory *adj*

legal, estatutari|estatutària

Alt.: legal

stockholder *n*

accionista

Alt.: shareholder

succession *n*

successió

successor *n*

successor|successora

surviving *adj*

supervivent

survivorship *n*

supervivència

Rel.: *survivorship clause* (clàusula de supervivència)

tangible *adj*

tangible

tax *n*

impost

Alt.: taxation

termination *n*

extinció, cessació, expiració,
terminació, finalització

Alt.: determination,
extinguishment, extinction

testamentary *adj*

testamentari|testamentària

Rel.: *testamentary disposition*
(disposició testamentària),
testamentary instrument
(testament), *testamentary*
guardian (tutor testamentari),
testamentary succession
(successió testamentària)

testator | testatrix *n*

testador|testadora

Alt.: devisor

transfer *v*

traspassar, transferir

trust *n*

fideïcomís

trustee *n*

fideïcomissari|fideïcomissària

trustor *n*

fideïcomitent

undersigned *adj*

sotassignat|sotassignada,
infrascrit|infrascrita,
sotaescrit|sotaescrita

unenforceable *adj*

inaplicable, inexecutable

validity *n*

vigència

witness *n*

testimoni

Rel.: *in witness whereof* (en
testimoniatge de la qual cosa; i
perquè així consti)

5. Traducció

En el desenvolupament d'un treball final de grau de l'àmbit juridicoeconòmic fet amb l'objectiu d'obtenir l'habilitació com a traductora i intèrpret jurada de la Generalitat de Catalunya, ha estat necessari incloure una traducció de l'àmbit jurídic d'una llargada d'entre 3.000 i 4.000 paraules. Així doncs, una vegada fet l'estudi terminològic en relació amb les successions a partir de vint testaments en forma de textos paral·lels, incloem en aquest treball la traducció del testament d'Elvis Presley, que consta de 3.430 paraules.

Elvis Aaron Presley (1935-1977) fou un cantant, compositor i actor estatunidenc que, tot i que va destacar en diferents gèneres, ha passat a la història amb el títol de *Rei del Rock & Roll*. Així, al llarg de la seva trajectòria professional, Presley va acumular un ampli llegat de premis, ingressos i béns mobles i immobles. Pocs mesos abans de morir, l'artista va deixar per escrit de quina manera s'hauria de repartir el seu llegat en un document testamentari de dotze pàgines que constava de quinze articles diferents. En aquest document, Presley feia constar que el seu cabal hereditari s'havia de repartir entre la seva filla, Lisa Marie Presley, la seva àvia, Minnie Mae Presley, el seu pare, Vernon E. Presley, i altres familiars vius en el moment de la seva mort que segons el criteri dels seus fideïcomissaris poguessin necessitar ajuda.

El testament d'Elvis Presley, com hem dit, consta de quinze articles organitzats en la següent macroestructura:

Last Will And Testament of Elvis Presley	Testament d'Elvis Presley
Commencement	Fórmules introductòries
Item I. Debts, Expenses and Taxes	Article I. Deutes, despeses i impostos
Item II. Instruction Concerning Personal Property: Enjoyment in Specie	Article II. Instruccions sobre béns mobles: gaudi en espècies
Item III. Real Estate	Article III. Béns immobles
Item IV. Residuary Trust	Article IV. Fideïcomís residual
Item V. Distribution to Minor Children	Article V. Repartiment a infants menors d'edat
Item VI. Alternate Distributees	Article VI. Hereus suplents
Item VII. Unenforceable Provisions	Article VII. Disposicions inaplicables
Item VIII. Life Insurance	Article VIII. Assegurança de vida

Item IX. Spendthrift Provision	Article IX. Clàusula d'inembargabilitat dels beneficis
Item X. Proceeds From Personal Services	Article X. Ingressos de serveis personals
Item XI. Executor and Trustee	Article XI. Marmessor i fideïcomissari
Item XII. Powers, Duties, Privileges and Immunities of the Trustee	Article XII. Poders, deures, privilegis i immunitats del fideïcomissari
Item XIII. Concerning the Trustee and the Executor	Article XIII. Relatiu al fideïcomissari i el marmessor
Item XIV. Law Against Perpetuities	Article XIV. Legislació contra perpetuïtats
Item XV. Payment of Estate and Inheritance Taxes	Article XV. Pagament dels impostos sobre el patrimoni i de successions
Final Formula and Testator Signature	Fórmules finals i signatura del testador
Witnesses Oath and Signatures	Jurament i signatures dels testimonis

5.1. Aplicació del glossari

De forma prèvia a la realització de la traducció del testament d'Elvis Presley, tal com hem explicat anteriorment, hem dut a terme la creació d'una terminologia especialitzada de l'àmbit de les successions. Aquesta terminologia consta de diferents termes extrets d'un conjunt de vint testaments més o menys extensos i més o menys similars al testament del qual se'n fa una traducció en aquest treball. No obstant això, tot i la diferència de llargada i similitud dels textos paral·lels amb el text escollit, per fer la traducció d'aquest últim s'ha fet servir com a recurs principal la terminologia creada a partir de l'extracció terminològica feta als primers.

La terminologia creada en aquest treball consta d'un centenar de termes que poden aparèixer en un testament. Entre aquests no només hi trobem termes estrictament pertinents a les successions, sinó que també hi trobem termes estretament relacionats amb la redacció de testaments per la transversalitat temàtica d'aquesta tipologia de text en funció de les disposicions i llegats que s'hi facin. Així, per fer la traducció del text final escollit per aquest treball, d'entre la totalitat d'entrades que recull la terminologia creada, s'ha fet ús de la gran majoria de termes recollits.

5.2. Text traduït

Testament d'Elvis Presley

Jo, Elvis A. Presley, amb domicili al comtat de Shelby, Tennessee, en ple ús de les meves facultats mentals, declaro que aquest document és el meu últim testament i revoco qualsevol testament o codicil que hagi fet en qualsevol moment fins ara.

Article I

Deutes, despeses i impostos

Disposo que el meu marmessor, nomenat més endavant, pagui tots els meus deutes vençuts i despeses funeràries, així com les despeses d'administració del meu patrimoni, tan aviat com es pugui dur a terme després de la meva mort. Addicionalment, disposo que tots els impostos de successions que s'hagin de pagar en virtut d'aquest testament, es paguin a partir del romanent de la meva herència; i, per la present, renuncio, en nom del meu patrimoni, a qualsevol dret de recuperar de qualsevol persona qualsevol part tributada d'aquests impostos. El meu marmessor, segons el seu criteri, pot pagar amb el meu cabal hereditari el total o una part de les despeses d'administració auxiliar i de processos similars a altres jurisdiccions.

Article II

Instruccions sobre béns mobles: gaudi en espècies

Preveig que, com a part del meu patrimoni en el moment de la meva mort, s'hi inclouran béns mobles tangibles de diferents menes i valors, inclosos trofeus i altres objectes que hagi acumulat durant la meva trajectòria professional. Per mitjà d'aquest document, instrueixo a tots els interessats que el meu marmessor, nomenat en aquest document, té total llibertat i discrecionalitat de transferir tots aquests béns sempre que actuï de bona fe i vetllant pels interessos del meu patrimoni i dels meus beneficiaris, i que l'exercici de la seva voluntat no sigui qüestionat per ningú, sigui qui sigui.

Mitjançant aquest document autoritzo al meu marmessor i al meu fideïcomissari, respectivament i successivament, a permetre a qualsevol beneficiari de qualsevol fideïcomís creat a continuació gaudir en espècies l'usdefruit de qualsevol bé moble tangible (sense incloure béns immaterials, líquid, accions, bons o altres valors), els quals tant el meu marmessor com els meus fideïcomissaris puguin rebre en espècies. El meu marmessor i els meus fideïcomissaris no són responsables de cap consum, dany, perjudici o pèrdua de qualsevol bé tangible utilitzat; ni els beneficiaris de qualsevol fideïcomís en virtut d'aquest document o els seus marmessors o administradors són responsables de cap consum, dany, perjudici o pèrdua de qualsevol bé moble tangible utilitzat.

Article III

Béns immobles

Si en el moment de la meva mort soc propietari de qualsevol bé immoble, disposo que el meu marmessor i el meu fideïcomissari (segons el cas) retingui aquest bé immoble per invertir, o vendre'l, o qualsevol part d'aquest, com el meu marmessor o fideïcomissari (segons el cas) determini segons el seu criteri que és el millor pel meu patrimoni i els beneficiaris d'aquest.

Article IV

Fideïcomís residual

Fet el pagament de tots els deutes, despeses i impostos, tal com disposa l'article I d'aquest document, llege el romanent del meu patrimoni, inclosos tots els llegats prescrits i qualsevol propietat sobre la qual tingui facultat de designar, al meu fideïcomissari, nomenat més endavant, en fideïcomís per les finalitats següents:

(a) El fideïcomissari té el deure de rebre, reservar, administrar i invertir el conjunt de béns del fideïcomís i recaptar els beneficis d'aquests d'acord amb els drets, facultats, deures, autoritat i arbitri establerts en endavant. El fideïcomissari té el deure de pagar totes les despeses i impostos que s'originin en la gestió dels béns del fideïcomís amb els beneficis d'aquest.

(b) Fet el pagament de totes les despeses i impostos derivats de la gestió dels béns del fideïcomís, s'autoritza al fideïcomissari a acumular el benefici net o a pagar o destinar una gran part del benefici net i la part del capital en qualsevol moment i ocasionalment en benefici de la salut, l'educació, la manutenció, el manteniment ampli i el benestar de: (1) La meva filla, Lisa Marie Presley, i qualsevol altra descendència legítima que pugui tenir, (2) la meva àvia, Minnie Mae Presley, (3) el meu pare, Vernon E. Presley, i (4) altres familiars meus vius en el moment de la meva mort que, segons el criteri dels meus fideïcomissaris, necessitin ajuda urgent per a qualsevol de les finalitats anteriorment mencionades i que el fideïcomissari pugui fer aquest repartiment sense que afecti la capacitat del fideïcomís de satisfer les necessitats actuals de les tres primeres categories de beneficiaris esmentades o satisfer les necessitats previstes de forma raonable de les tres primeres categories de beneficiaris esmentades. Qualsevol decisió del fideïcomissari sobre la distribució o no, a qualsevol de les persones esmentades a continuació serà definitiva i inapel·lable i cap dels beneficiaris esmentats a continuació podrà qüestionar-la.

(c) Després de la mort del meu pare, Vernon E. Presley, es disposa que el fideïcomissari no faci cap altre repartiment a la quarta categoria de beneficiaris i aquests beneficiaris deixin de tenir qualsevol tipus d'interès en aquest fideïcomís.

(d) Després de la mort del meu pare i de la meva àvia, disposo que el fideïcomissari reparteixi el fideïcomís residual en fideïcomisos independents i equitatius, i creï un fideïcomís igual per cadascun dels meus fills legítims supervivents en aquell moment i un fideïcomís igual pel conjunt de descendents vius, si n'hi hagués, de qualsevol fill meu difunt. Si fos el cas, la part pels descendents de qualsevol fill finat, es transferirà a aquests descendents immediatament a parts iguals, però estarà subjecte a les disposicions de l'article V d'aquest document. Es portaran llibres de comptabilitat individuals per cada fideïcomís, però no serà necessari fer una divisió física dels actius per a cada fideïcomís.

El fideïcomissari pot repartir ocasionalment el total o una part dels beneficis nets o del capital de cadascun dels fideïcomisos esmentats tal com ell, amb total discrecionalitat, consideri convenient per proveir manutenció suficient, educació, manteniment i benestar general de cadascun dels meus fills. Aquests repartiments es poden efectuar directament a cada beneficiari o al tutor d'aquest beneficiari i sense que el fideïcomissari tingui la responsabilitat de vetllar per l'ús d'aquests repartiments. En efectuar aquests repartiments, el fideïcomissari tindrà en compte totes les altres fonts de fons, de les

quals tingui coneixement, disponibles per cadascun dels respectius beneficiaris per aquesta finalitat.

(e) Cada vegada que un dels meus respectius fills assoleixi l'edat de vint-i-cinc (25) anys i, sempre que el meu pare i la meva àvia siguin morts, el fideïcomís creat en virtut d'aquest document pel manteniment de cada fill finalitza, i el romanent dels actius que inclogui aleshores aquest fideïcomís es repartirà, totalment lliure de fideïcomisos addicionals, a aquest fill que assoleixi l'edat de vint-i-cinc (25) anys.

(f) Si qualsevol dels meus fills, pel benefici del qual s'ha creat un fideïcomís en virtut d'aquest document, morís abans d'assolir l'edat de vint-i-cinc (25) anys, aleshores el fideïcomís creat per a aquest fill s'extingirà amb la seva mort, i la resta d'actius inclosos en aquell moment en el fideïcomís esmentat es distribuïran totalment lliures de fideïcomisos addicionals i en parts iguals a la descendència supervivent d'aquest fill mort, sens perjudici de les disposicions de l'article V d'aquest document. En el cas que no hi hagi cap descendència supervivent, aleshores es distribuïran en parts iguals als germans i germanes d'aquest fill mort. La descendència de qualsevol altre fill mort tindrà dret de forma conjunta a la part del seu progenitor mort. No obstant això, si qualsevol repartiment esdevé pagable totalment lliure de fideïcomisos addicionals, en virtut de les disposicions d'aquest paràgraf (f) de l'article IV del meu testament, a un beneficiari pel qual el fideïcomissari en aquell moment administra un fideïcomís en benefici d'aquest beneficiari en virtut de les disposicions d'aquest testament, aquest repartiment no s'ha de pagar directament a aquest beneficiari, sinó que s'ha d'afegir i esdevenir una part del fideïcomís que el fideïcomissari administra per aquest beneficiari.

Article V

Repartiment a infants menors d'edat

Si qualsevol part del corpus de qualsevol fideïcomís establert en virtut d'aquest testament esdevé distribuïble totalment lliure de fideïcomisos addicionals a qualsevol beneficiari abans que aquest beneficiari assoleixi l'edat de divuit (18) anys, aleshores es transferirà la part esmentada immediatament al beneficiari esmentat, però el fideïcomissari conservarà la possessió d'aquesta part el període durant el qual aquest beneficiari sigui menor de divuit (18) anys, i, durant aquest temps, utilitzarà una gran part del benefici i capital per la cura, manutenció i educació d'aquest beneficiari, i

qualsevol benefici no utilitzat respecte d'aquesta part conserva totes les facultats que tenia respecte d'aquest fideïcomís de forma general.

Article VI

Hereus suplents

En el cas que tots els meus descendents morin en qualsevol moment abans de l'extinció dels fideïcomisos estipulats en aquest document, aleshores tot el meu patrimoni i els actius de cada fideïcomís creat en virtut d'aquest document (segons el cas) es repartirà totalment en parts iguals als meus hereus legítims per estirps.

Article VII

Disposicions inaplicables

Si qualsevol disposició d'aquest testament és inaplicable, la resta de disposicions seran, no obstant això, aplicades.

Article VIII

Assegurança de vida

Si el meu patrimoni és beneficiari de qualsevol assegurança de vida sobre la meva vida en el moment de la meva mort, disposo que el meu marmessor utilitzi els ingressos d'aquesta assegurança pel pagament dels deutes, despeses i impostos esmentats a l'article I d'aquest testament, en la mesura que el marmessor consideri recomanable. El meu marmessor ha d'utilitzar tots els ingressos no utilitzats amb l'objectiu de satisfer els llegats inclosos a l'article IV d'aquest document.

Article IX

Clàusula d'inembargabilitat dels beneficis

Disposo que l'interès de qualsevol beneficiari en el capital o els beneficis de qualsevol fideïcomís creat en virtut d'aquest document no estarà subjecte a les reclamacions de creditors i altres, ni a processos legals, i no es podrà transferir o hipotecar voluntàriament o involuntària, excepte com es disposi en aquest document. Qualsevol llegat inclòs en aquest document per a qualsevol dona és pel seu ús únic i exclusiu, lliure de deutes, contractes i control de cap espòs que pugui tenir en qualsevol moment.

Article X

Ingressos de serveis personals

Totes les sumes que es paguin després de la meua mort al meu patrimoni o a qualsevol dels fideïcomisos creats en virtut d'aquest document i que resultin de serveis personals que hagi prestat durant la meua vida, inclosos, entre d'altres, drets d'autor de qualsevol mena, concerts, contractes cinematogràfics i aparicions personals, s'han de considerar ingressos, malgrat les disposicions legals sobre el patrimoni i els fideïcomisos que indiquin el contrari.

Article XI

Marmessor i fideïcomissari

Nomeno com a marmessor d'aquest testament i com a fideïcomissari de tots els fideïcomisos que sigui necessari crear en virtut d'aquest document al meu pare.

Mitjançant aquest document, disposo que el meu pare té dret a nomenar mitjançant el seu testament, validat degudament, un marmessor successor del meu patrimoni, així com un fideïcomissari successor o fideïcomissaris successors de tots els fideïcomisos que es creïn en virtut del meu testament.

Si, per qualsevol motiu, el meu pare no pot exercir o continuar exercint de marmessor i/o de fideïcomissari, o si morís sense haver nomenat un marmessor o fideïcomissari successors, en virtut del seu testament tal com s'ha indicat, aleshores nomeno el National Bank of Commerce de Memphis (Tennessee), o el seu successor o la institució en la qual es pugui fusionar, com a marmessor successor o fideïcomissari successor de tots els fideïcomisos que en virtut d'aquest document es requereix que s'estableixin.

A cap dels nomenats en virtut d'aquest testament, inclòs qualsevol nomenament fet en virtut del testament del meu pare, se l'obligarà a proporcionar cap garantia pel compliment de les respectives obligacions fiduciàries estipulades en virtut d'aquest document, malgrat qualsevol precepte legal que indiqui el contrari.

Article XII

Poders, deures, privilegis i immunitats del fideïcomissari

Llevat que s'indiqui el contrari expressament en aquest document, atorgo al fideïcomissari esmentat (i al fideïcomissari successor nomenat degudament quan actuï com a tal) la facultat de realitzar tot allò que consideri recomanable respecte l'administració de cada fideïcomís que en virtut d'aquest testament, encara que aquestes facultats no estiguin autoritzades o siguin pertinents per al fideïcomissari en virtut de les lleis estatutàries o altres preceptes legals. A mode il·lustratiu i sense limitació del caràcter general de la concessió precedent de plens poders del fideïcomissari, atorgo al fideïcomissari plens poders de la següent manera:

(a) Per exercir tots els poders autoritzats als fiduciaris en virtut de les disposicions del Tennessee Code Annotated ("*Codi anotat de Tennessee*"), articles del 35-616 fins a 35-618, ambdós inclosos, inclosa qualsevol esmena a aquests vigent en el moment de la meva mort, i els mateixos es contemplen i s'incorporen expressament en aquest document com a referència;

(b) S'atorguen plens poders al fideïcomissari, no només per deslliurar-lo de sol·licitar providències judicials, sinó per incentivar, en la mesura que el fideïcomissari consideri prudent, l'elaboració lliure de pronunciaments en favor de les persones beneficiàries dels ingressos corrents. En aquests casos, els drets de tots els beneficiaris subsegüents estan subordinats i el fideïcomissari no ha de respondre a cap beneficiari subsegüent per res fet o omès a favor d'un beneficiari dels ingressos corrents que pugui exigir qualsevol tracte favorable o preferent. Sense de cap manera minimitzar o alterar l'abast d'aquesta declaració d'intencions, aquesta inclou política d'inversió, exercici de poder discrecional per pagar o destinar capital i ingressos, i qüestions de prescripció de capital i ingressos;

(c) Serà lícit que el fideïcomissari destini qualsevol suma que sigui pagable pel benefici d'un menor (o qualsevol altra persona que sota el parer del fideïcomissari, és incapaç

de fer una disposició adequada del mateix) mitjançant pagaments per satisfer les despeses d'educació, aliments i manutenció d'aquest beneficiari; o fer pagaments a qualsevol persona amb qui visqui el beneficiari esmentat o que en tingui la cura o la custòdia, de forma temporal o permanent, sense intervenció de cap tutor o fiduciari similar. El rebut de qualsevol persona a qui s'autoritzi a fer el pagament serà un alliberament total dels fideïcomissaris, sense obligació per part seva de vetllar per l'aplicació posterior d'aquesta, i sense tenir en compte altres recursos que pugui tenir el beneficiari, o el deure de qualsevol altra persona de mantenir al beneficiari;

(d) En tractar amb el fideïcomissari, cap cessionari, pignoració, comprador, hipoteca, arrendatari o altres transferències de les propietats del fideïcomís, o de qualsevol part d'aquest, obligarà a demanar informació sobre la finalitat o necessitat de cap d'aquestes disposicions o de vetllar per l'aplicació de qualsevol contraprestació pagada al fideïcomissari per aquest motiu.

Article XIII

Relatiu al fideïcomissari i el marmessor

(a) Si en qualsevol moment el fideïcomissari té dubtes raonables en relació amb els seus poders i deures en l'administració del fideïcomís creat en aquest document, serà lícit que el fideïcomissari demani assessorament i consell d'un assessor legal prestigiós sense recórrer als tribunals per obtenir instruccions; i el fideïcomissari restarà exempt de tota responsabilitat i dany o perjudici sobre els diversos béns del fideïcomís de qualsevol beneficiari en virtut de qualsevol cosa feta, soferta o omesa conforme al consell de l'assessor esmentat donat i obtingut de bona fe, sempre que res del que conté aquest document s'interpreti per prohibir o impedir que el fideïcomissari en tots els casos apropiats sol·liciti a un tribunal de la jurisdicció competent instruccions sobre l'administració dels actius del fideïcomís en comptes d'obtenir consell d'un assessor.

(b) En la gestió, inversió i control dels diversos béns del fideïcomís, el fideïcomissari exercirà el seu criteri i prudència d'acord amb les circumstàncies que prevalguin en aquell moment, les quals els homes de discrecionalitat prudent exerceixen en la gestió dels seus propis assumptes, no pel que fa a l'especulació, sinó pel que fa a la transmissió permanent dels seus fons, considerant els ingressos probables, així com la seguretat probable del seu capital i, a més, el poder adquisitiu del repartiment dels ingressos als beneficiaris.

(c) El meu fideïcomissari (així com el meu marmessor) té dret a una retribució raonable i adequada pels serveis fiduciaris prestats.

(d) El meu marmessor i el seu marmessor successor tenen els mateixos drets, privilegis, poders i immunitats atorgades en aquest document al meu fideïcomissari en els casos que sigui pertinent.

(e) En referir-se a qualsevol fiduciari en aquest document, a efectes d'interpretació, els pronoms masculins poden incloure un fiduciari jurídic i els pronoms neutres poden incloure un fiduciari físic.²

Article XIV

Legislació contra perpetuïtats

(a) Tenint en compte el principi que limita la inalienabilitat de béns, disposo que (sens perjudici de qualsevol disposició que estipuli el contrari en aquest testament) cada fideïcomís creat en virtut d'aquest testament (excepte els fideïcomisos creats en virtut d'aquest testament que fins ara s'hagin conferit de conformitat amb aquest principi) finalitzi, llevat que finalitzi amb anterioritat en virtut d'altres disposicions d'aquest testament, vint-i-un (21) anys després de la mort de l'últim supervivent de cadascun dels beneficiaris d'aquest testament que estiguin vius en el moment de la meva mort; i que tot seguit els béns fideïcomesos es reparteixin lliures de qualsevol fideïcomís a les persones que tinguin dret a rebre els ingressos o el capital d'aquests, en la proporció en la qual tinguin dret a rebre aquells ingressos en aquell moment.

(b) Sens perjudici de qualsevol altra disposició que estipuli el contrari inclosa en aquest testament, disposo que si qualsevol repartiment en virtut d'aquest testament esdevé pagable a una persona per la qual el fideïcomissari administra en aquell moment un fideïcomís creat en virtut d'aquest document pel benefici d'aquesta persona, aquest repartiment es farà a aquest fideïcomís i no directament al beneficiari, i els fons que passin a aquest fideïcomís esdevindran una part del mateix com a corpus i seran administrats i repartits de la mateixa manera i amb la mateixa finalitat que si aquests fons haguessin format part d'aquest fideïcomís en la seva creació.

² Per a la correcta interpretació d'aquesta disposició cal tenir en compte que, en llengua anglesa, es distingeix entre el pronom masculí *he* i el pronom neutre *it*. Aquesta distinció, però, no existeix en català.

Article XV

Pagament dels impostos sobre el patrimoni i de successions

Sens perjudici de les disposicions de l'article X d'aquest document, autoritzo al meu marmessor a utilitzar aquelles quantitats que rebi el meu patrimoni després de la meva mort, i que resultin dels serveis personals que hagi prestat identificats a l'article X, que consideri necessàries i recomanables per tal de pagar els impostos esmentats a l'article I del meu testament.

I per tal que així consti, jo, Elvis A. Presley, signo i segello aquest document en presència de dos (2) testimonis competents, i en la seva presència declaro que aquest document és el meu testament, en aquest dia 3 de març de 1977.

[Signat per Elvis A. Presley]

Elvis A. Presley

El document anterior, que consta d'aquesta i d'onze (11) pàgines anteriors mecanografiades, ha estat signat, segellat i declarat per ELVIS A. PRESLEY, el testador, com el seu testament, en la nostra presència, i nosaltres, a petició seva i en la seva presència i en la presència de cadascun de nosaltres, sotaescrivim els nostres noms com a testimonis, aquest dia 3 de març de 1977 a Memphis, Tennessee.

[Signat per Ginger Alden]

Ginger Alden amb domicili a 4152 Royal Crest Place

[Signat per Charles F. Hodge]

Charles F. Hodge amb domicili a 3764 Elvis Presley Blvd.

[Signat per Ann Dewey Smith]

Ann Dewey Smith amb domicili a 2237 Court Avenue.

Estat de Tennessee

Comtat de Shelby

Ginger Alden, Charles F. Hodge i Ann Dewey Smith, després de prestar jurament i afirmar que l'anterior testament, en presència nostra, els sotasignats, que a petició seva i en la seva presència, i en presència de cadascun de nosaltres, hem sotaescrit els nostres noms com a testimonis instrumentals el dia 3 de març de 1977, i a més prestem jurament que el testador estava en ple ús de les seves facultats mentals i no ha actuat sota cap frau, amenaça o influència indeguda de cap persona i és major d'edat; i que cadascun dels testimonis instrumentals és major d'edat.

[Signat per Ginger Alden]

Ginger Alden

[Signat per Charles F. Hodge]

Charles F. Hodge

[Signat per Ann Dewey Smith]

Ann Dewey Smith

Jurat i signat en la meva presència aquest dia 3 de març de 1977.

Drayton Beecker Smith II Notari

El meu càrrec té validesa fins al:

8 d'agost de 1979

Admès per a validació i registrat el 22 d'agost de 1977

Joseph W. Evans, Jutge

Registrat el 22 d'agost de 1977

B.J. Dunavant, Clerk

Per: Jan Scott, D.C.

6. Defensa de la traducció

Tal com indica el títol d'aquest treball, l'objecte principal d'aquest ha estat la creació d'un recurs terminològic especialitzat. No obstant això, i com també hem mencionat anteriorment al llarg del treball, hem aplicat aquest glossari a la traducció d'un text per tal de complir amb els requisits establerts per als treballs finals de grau de l'àmbit juridicoeconòmic que tenen com a objectiu final ser l'últim pas per aconseguir l'habilitació oficial de professional de la traducció jurada. És pel fet que l'estudi de la traducció dels testaments no és l'objecte principal d'aquest projecte que, encara que a continuació farem una defensa de la traducció feta a l'apartat anterior, la nostra defensa no serà tan exhaustiva com ho són normalment les d'altres treballs d'aquesta mateixa branca.

Per fer la defensa de la traducció del testament d'Elvis Presley ens centrarem a fer una observació dels procediments de traducció existents que més s'adeqüen a la traducció jurídica i que hem aplicat en la nostra traducció, i dels criteris gramaticals, sintàctics, lèxics i estilístics que hem seguit en el moment de fer la nostra traducció.

6.1. Procediments de traducció

Parlem de procediments de traducció per fer referència a aquells mètodes que ens ajuden a adaptar el text de sortida a allò que resultarà en el text d'arribada. Per fer-ho, cada traductor escull un procediment o l'altre per a cada segment del text i no sempre hi ha un mètode que sigui millor que qualsevol altre, sinó que l'adequació de l'ús de cada mètode es veu en funció de voler mantenir la coherència en el conjunt de decisions que s'han pres durant la resta de la traducció.

D'aquesta manera, a continuació presentarem aquells procediments que hem seguit per fer la traducció del testament d'Elvis Presley. D'una banda, ajudats per l'obra *Manual de traducció anglès-català* de Jordi Ainaud, Anna Espunya i Dídac Pujol, presentarem en què consisteix el procediment descrit i, d'altra banda, exemplificarem aquest procediment amb un cas real de la traducció que hem fet del testament de Presley, afegint un fragment del text de sortida (TS) i del text d'arribada (TA). De cada fragment presentat, subratllarem la construcció a la qual ens volem referir com a exemple del procediment presentat.

6.1.1. Calc

El calc, en paraules dels autors Ainaud, Espunya i Pujol (2020) és "una expressió del text meta que conserva l'estructura o el significat d'una expressió del text original". En podem trobar de diversos tipus: morfològics, sintàctics o semàntics. En el cas de la traducció jurídica és molt habitual trobar aquest tipus de procediment, ja que és molt freqüent inclinar-se per l'opció de mantenir l'estructura del text original. Així, en la nostra traducció podem trobar diversos exemples. Un d'aquests és el següent fragment, en el qual es poden observar fins a tres calcs diferents:

TS: "*Ginger Alden, Charles F. Hodge, and Ann Dewey Smith, after being first duly sworn, make oath or affirm that the foregoing Last Will and Testament, in the sight and presence of us, the undersigned, who at his request and in his sight and presence, and in the sight and presence of each other, have subscribed our names as attesting witnesses on the 3 day of March, 1977."*

TA: "*Ginger Alden, Charles F. Hodge i Ann Dewey Smith, després de prestar jurament i afirmar que l'anterior testament, en presència nostra, els sotasignats, que a petició seva i en la seva presència, i en presència de cadascun de nosaltres, hem sotaescrit els nostres noms com a testimonis instrumentals el dia 3 de març de 1977."*

[Jurament i signatures dels testimonis]

6.1.2. Traducció paraula per paraula

La traducció paraula per paraula, o traducció literal, és un procediment pel qual es fa la traducció del text original traslladant "els sentits primaris dels mots amb contingut lèxic bo i respectant les estructures sintàctiques de la llengua meta" (Ainaud, Espunya i Pujol, 2020). En el cas de la traducció jurídica, aquest és també un dels procediments més utilitzats. Això es produeix per la necessitat d'aquesta tipologia de traducció de no permetre al traductor agafar-se gaire llibertats a l'hora de traduir. A la nostra traducció aquest també ha estat un procediment molt utilitzat. Podem corroborar-ho a partir dels dos exemples següents:

TS: "*(e) In referring to any fiduciary hereunder, for purposes of construction, masculine pronouns may include a corporate fiduciary and neutral pronouns may include an individual fiduciary.*"

TA: "(e) En referir-se a qualsevol fiduciari en aquest document, a efectes d'interpretació, els pronoms masculins poden incloure un fiduciari jurídic i els pronoms neutres poden incloure un fiduciari físic."

[Article XIII (e)]

TS: "*I anticipate that included as a part of my property and estate at the time of my death will be tangible personal property of various kinds, characters and values*"

TA: "*Preveig que, com a part del meu patrimoni en el moment de la meva mort, s'hi inclouran béns mobles tangibles de diferents menes i valors*"

[Article II]

6.1.3. Transposició

Parlem de transposició quan en la traducció d'una paraula de l'original es produeix "un canvi de categoria gramatical, és a dir, l'ús d'un lexema d'una categoria gramatical a la que tenia el lexema que al text original expressava el mateix significat" (Ainaud, Espunya i Pujol, 2020). D'aquest tipus de procediment, encara que de forma menys freqüent, també en podem trobar exemples a la nostra traducció:

TS: "*resulting from personal services rendered by me during my lifetime, including, but not limited to, royalties of all nature, concerts, motion picture contracts, and personal appearances*"

TA: "*com a resultat de serveis personals que hagi prestat durant la meua vida, inclosos, entre d'altres, drets d'autor de qualsevol mena, concerts, contractes cinematogràfics i aparicions personals*"

[Article X]

6.1.4. Modulació

La modulació és un procediment de traducció que consisteix a dir el que diu l'original respectant-ne per complet el sentit, però adaptant el fragment al text d'arribada "a les preferències expressives pròpies de la llengua meta" (Ainaud, Espunya i Pujol, 2020). Un exemple d'ús d'aquest procediment a la nostra traducció seria el canvi en la manera de referir-se a la majoria d'edat, o també el canvi que es produeix en la traducció d'algunes expressions preexistents en la llengua meta.

TS: "*we further make oath or affirm that the Testator was of sound mind and disposing memory and not acting under fraud, menace or undue influence of any person, and was more than eighteen (18) years of age; and that each of the attesting witnesses is more than eighteen (18) years of age."*

TA: "*i a més prestem jurament que el testador estava en ple ús de les seves facultats mentals i no ha actuat sota cap frau, amenaça o influència indeguda de cap persona i és major d'edat; i que cadascun dels testimonis instrumentals és major d'edat."*

[Jurament i signatures dels testimonis]

6.1.5. Equivalència

El procediment de l'equivalència, similar al de la modulació, consisteix en el canvi d'una expressió de la llengua de sortida per una de preexistent en la llengua d'arribada. Les equivalències en un text poden anar des de l'existència d'una paraula, com per exemple seria el cas de *fideïcomís* com a equivalent de *trust*, com d'una expressió ja establerta en la llengua d'arribada. En aquest sentit, a la traducció que hem fet podem trobar, per exemple, el següent cas:

TS: "*In WITNESS WHEREOF, I, the said ELVIS A. PRESLEY, do hereunto set my hand and seal in the presence of two (2) competent witnesses"*

TA: "*I per tal que així consti, jo, Elvis A. Presley, signo i segello aquest document en presència de dos (2) testimonis competents"*

[Fórmules finals i signatura del testador]

D'altra banda, les equivalències en traducció no sempre es poden fer de forma exacta entre la llengua de sortida i la d'arribada, de manera que la majoria de vegades es fan d'una manera més genèrica o, per contra, d'una manera més particular. En aquest últim cas parlem de **particularització** i a la nostra traducció en podem trobar, per exemple, en el següent cas de traducció de triplet:

TS: "*After payment of all debts, expenses and taxes as directed under Item I here of, I give, devise, and bequeath all the rest, residue, and remainder of my estate"*

TA: "*Fet el pagament de tots els deutes, despeses i impostos, tal com disposa l'article I d'aquest document, llego el romanent del meu patrimoni"*

[Article IV]

6.1.6. Amplificació

El procediment d'amplificació, al seu torn, es fa servir per explicitar elements del text de partida que hi són implícits per raons sintàctiques o culturals o per fer aclariments de referents a la llengua original. Aquest, de fet, és el procediment que se segueix amb les preposicions sufixades. Trobem exemples d'aquest procediment en els següents fragments:

TS: "*To exercise all those powers authorized to fiduciaries under the provisions of the Tennessee Code Annotated, Sections 35-616 to 35-618, inclusive*"

TA: "*Per exercir tots els poders autoritzats als fiduciaris en virtut de les disposicions del Tennessee Code Annotated ("Codi anotat de Tennessee"), articles del 35-616 fins a 35-618, ambdós inclosos*"

[Article XII (a)]

TS: "*In WITNESS WHEREOF, I, the said ELVIS A. PRESLEY, do hereunto set my hand and seal in the presence of two (2) competent witnesses*"

TA: "*I per tal que així consti, jo, l'anomenat Elvis A. Presley, signo i segello aquest document en presència de dos (2) testimonis competents*"

[Fórmules finals i signatura del testador]

6.1.7. Condensació

El procediment de condensació, contràriament a l'amplificació, consisteix a reduir una expressió del text original en una expressió amb menys elements lingüístics. Aquest procediment, altre cop, és el que segueix la traducció de doblats i triplets, expressions que estan formades per més d'un element de la llengua de sortida i poden ser traduïdes per un sol element de la llengua d'arribada. N'és un bon exemple el següent fragment:

TS: "*After payment of all debts, expenses and taxes as directed under Item I hereof, I give, devise, and bequeath all the rest, residue, and remainder of my estate, including all lapsed legacies and devices, and any property over which I have a power of appointment, to my Trustee, hereinafter named, in trust for the following purposes:*"

TA: "*Fet el pagament de tots els deutes, despeses i impostos, tal com disposa l'article I d'aquest document, llego el romanent del meu patrimoni, inclosos tots els llegats prescrits i qualsevol propietat sobre la qual tingui facultat de designar, al meu fideïcomissari, nomenat més endavant, en fideïcomís per les finalitats següents.*"

[Article IV]

6.1.8. Omissió

L'omissió és un procediment que consisteix en "l'eliminació volguda d'una paraula o seqüència del text original" (Ainaud, Espunya i Pujol, 2020). En aquest sentit, en traducció jurídica de l'anglès al català s'acostumen a eliminar elements que es poden sobreentendre a partir del context en el qual s'emmarquen. N'és un exemple el següent cas:

TS: "*Upon the death of both my said father and my said grandmother, the Trustee is directed to divide the Residuary Trust into separate and equal trusts*"

TA: "*Després de la mort del meu pare i de la meua àvia, disposo que el fideïcomissari reparteixi el fideïcomís residual en fideïcomisos independents i equitatius*"

[Article IV (d)]

6.2. Criteris gramaticals i sintàctics

Els diferents procediments de traducció que hem explicat fins ara, en bona part, s'apliquen en la decisió d'aplicar uns o altres criteris de traducció. Alguns dels criteris pels quals hem optat per fer la traducció del testament d'Elvis Presley els exposem en els següents subapartats.

6.2.1. Ordre dels elements de l'oració

La manera de disposar els diferents elements de l'oració en anglès i en català és similar; totes dues llengües segueixen l'ordre de subjecte-verb-complements. No obstant això, en moltes ocasions podem trobar casos en els quals l'anglès inverteix l'ordre dels elements o els situa d'una manera que, si en féssim una traducció literal, no sonaria natural en català.

TS: "*All such proceeds not so used are to be used by my Executor for the purpose of satisfying the devises and bequests contained in Item IV herein.*"

TA: "*El meu marmessor ha d'utilitzar tots els ingressos no utilitzats amb l'objectiu de satisfer els llegats inclosos a l'article IV d'aquest document.*"

[Article VIII]

Aquest mateix exemple, traduït fent servir ens serveix per parlar sobre **l'alternança entre la veu activa i la passiva**. Mentre que la segona és molt habitual en la llengua anglesa i, sobretot, en el llenguatge jurídic anglès, la primera és la més natural i més recomanable per als textos jurídics catalans.

TS: "*The Trustee is directed to pay all the expenses, taxes and costs incurred in the management of the trust estate out of the income thereof.*"

TA: "*El fideïcomissari té el deure de pagar totes les despeses i impostos que s'originin en la gestió dels béns del fideïcomís amb els beneficis d'aquest.*"

[Article IV (a)]

En el marc de les oracions passives, no podem oblidar l'ús que hem fet de les construccions passives catalanes. Un bon exemple seria la traducció del següent fragment, per al qual hem fet ús de les contruccions de passiva pronominal o reflexa:

TS: "*I hereby direct that my said father shall be entitled by his last will and testament, duly probated, to appoint a successor Executor of my estate, as well as a successor Trustee or successor Trustees of all the trusts to be created under my last will and testament.*"

TA: "*Mitjançant aquest document, dispenso que el meu pare té dret a nomenar mitjançant el seu testament, validat degudament, un marmessor successor del meu patrimoni, així com un fideïcomissari successor o*

fideïcomissaris successors de tots els fideïcomisos que es creïn en virtut del meu testament."

[Article XI]

6.2.2. Omissió del subjecte

Una de les coses que caracteritzen més la formació de les oracions en anglès i, alhora, és una de les grans diferències respecte del català, és "l'obligatorietat de l'aparició del subjecte" (Ainaud, Espunya i Pujol, 2020). Aquesta diferència es produeix perquè en anglès la forma verbal no indica, generalment, la persona que fa l'acció; en canvi, en català, la forma verbal indica, de per si, la persona o persones que fan l'acció i, aleshores, el subjecte passa a ser un subjecte implícit.

A la traducció del testament d'Elvis Presley, en diverses ocasions hem omès el subjecte i l'hem fet palès a través de la forma verbal. N'és un exemple el següent fragment:

TS: *"I direct my Executor, hereinafter named, to pay all of my matured debts and my funeral expenses, as well as the costs and expenses of the administration of my estate, as soon after my death as practicable."*

TA: *"Disposo que el meu marmessor, nomenat més endavant, pagui tots els meus deutes vençuts i despeses funeràries, així com les despeses d'administració del meu patrimoni, tan aviat com es pugui dur a terme després de la meva mort."*

[Article I]

6.2.3. Verbs

Pel que fa al tractament dels verbs de la traducció que hem fet, cal destacar dos casos concrets: la traducció de la forma verbal anglesa *shall* i la traducció dels gerundis.

Pel que fa a la traducció de la forma *shall*, l'Optimot, a la seva fitxa 4190, titulada "*Traducció de textos jurídics: futur d'obligació*", explica que "com a norma general, el futur d'obligació es tradueix pel present d'indicatiu", però que "també es pot fer servir la perífrasi d'obligació si volem remarcar el matís d'obligació". A més, també indica que es pot optar per la forma de present d'indicatiu o del subjuntiu.

En la traducció del testament d'Elvis Presley hem optat per diferents solucions per a la traducció d'aquesta forma verbal anglesa. D'una banda, en algunes ocasions hem optat per les formes de present d'indicatiu i subjuntiu. En tenim exemples al següent fragment:

TS: "*I hereby specifically instruct all concerned that my Executor, herein appointed, shall have complete freedom and discretion as to disposal of any and all such property so long as he shall act in good faith and in the best interest of my estate and my beneficiaries, and his discretion so exercised shall not be subject to question by anyone whomsoever.*"

TA: "*Per mitjà d'aquest document, instrueixo a tots els interessats que el meu marmessor, nomenat en aquest document, té total llibertat i discrecionalitat de transferir tots aquests béns sempre que actui de bona fe i vetllant pels interessos del meu patrimoni i dels meus beneficiaris, i que l'exercici de la seva voluntat no sigui qüestionat per ningú, sigui qui sigui.*"

[Article II]

D'altra banda, en algunes ocasions hem optat per mantenir les formes verbals en temps de futur, en els casos hipotètics que pot ser que passin o no i que, per tant, el testador no fa una ordre que s'hagi de complir en el mateix moment de la seva mort. N'és un exemple el següent fragment:

TS: "*The share, if any, for the issue of any such deceased child, shall immediately vest in such issue in equal shares but shall be subject to the provisions of Item V herein.*"

TA: "*Si fos el cas, la part pels descendents de qualsevol fill finat, es transferirà a aquests descendents immediatament a parts iguals, però estarà subjecte a les disposicions de l'article V d'aquest document.*"

[Article IV (d)]

En anglès, la forma verbal de gerundi, formada per la terminació *-ing* és molt més habitual del que ho és en català. Per fer la traducció d'aquestes formes, s'opta per diverses tècniques la tria de les quals dependrà del criteri que s'apliqui en cada cas segons el context on es trobi aquesta forma.

En el cas del català no és correcte fer servir el gerundi de posteritat, per la qual cosa cal modificar l'estructura del verb i fer servir una oració coordinada amb la conjunció *i*

acompanyada d'un verb amb una forma personal. Aquest procediment és el que s'ha seguit, per exemple, en aquest fragment:

TS: "*the Trustee is directed to divide the Residuary Trust into separate and equal trusts, creating one such equal trust for each of my lawful children then surviving and one such equal trust for the living issue collectively, if any, of any deceased child of mine*"

TA: "*disposo que el fideïcomissari reparteixi el fideïcomís residual en fideïcomisos independents i equitatius, i creï un fideïcomís igual per cadascun dels meus fills legítims supervivents en aquell moment i un fideïcomís igual pel conjunt de descendents vius, si n'hi hagués, de qualsevol fill meu difunt.*"

[Article IV (d)]

Un altre cas en el qual no és correcte fer servir el gerundi en català és en l'ús del gerundi especificatiu, el qual cal substituir per una oració de relatiu. Aquest és el procediment que hem seguit per fer la traducció de fragments com el següent:

TS: "*and all the remainder of the assets then contained in said trust shall be distributed to such child so attaining the age of twenty-five (25) years outright and free of further trust.*"

TA: "*i el romanent dels actius que inclogui aleshores aquest fideïcomís es repartirà, totalment i lliure de fideïcomisos addicionals, a aquest fill que assoleixi l'edat de vint-i-cinc (25) anys.*"

[Article IV (e)]

Les formes acabades amb *-ing*, a banda de traduir-se per construccions com les esmentades, també tenen altres lectures. D'una banda, tenim verbs que amb aquesta terminació es converteixen en preposicions, com per exemple "*Instruction Concerning Personal Property*", que traduïm per "*Instruccions sobre béns mobles*"; o gerundis que succeeixen la preposició *without* i que per traduir-los empren la forma de l'infinitiu, com per exemple en el cas de:

TS: "*it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instructions*"

TA: "serà lícit que el fideïcomissari demani assessorament i consell d'un assessor legal prestigiós sense recórrer als tribunals per obtenir instruccions"

[Article XIII]

6.2.4. Conjuncions

Una de les decisions traductològiques preses en la traducció del testament d'Elvis Presley ha estat la d'eliminar la forma de conjunció doble que segrega les conjuncions *and* i *or* separades per una barra inclinada, per combinar-les en una de les dues conjuncions. En català, encara que en textos especialitzats se'n permet l'ús, és convenient evitar aquesta forma doble. Un exemple clar d'aquesta decisió de combinar les dues formes seria el següent:

TS: "*that the property held in trust shall be distributed free of all trust to the persons then entitled to receive the income and/or principal therefrom*"

TA: "*i que tot seguit els béns fideïcomesos es reparteixin lliures de qualsevol fideïcomís a les persones que tinguin dret a rebre els ingressos o el capital d'aquests*"

[Article XIV (a)]

No obstant això, en un fragment del text s'ha decidit mantenir aquesta conjunció doble, ja que en el context en el qual s'emmarca l'oració es podria donar peu a entendre malament el fragment:

TS: "*If, for any reason, my said father be unable to serve or to continue to serve as Executor and/or as Trustee*"

TA: "*Si, per qualsevol motiu, el meu pare no pot exercir o continuar exercint de marmessor i/o de fideïcomissari*"

[Article XI]

6.3. Criteris lèxics i estilístics

6.3.1. Falsos amics

Una de les altres grans característiques del llenguatge jurídic anglès, tal com exposem a l'apartat 2.3. d'aquest mateix treball, és l'ús dels anomenats *false friends*, paraules de

la llengua de sortida que tenen formes molt similars a altres paraules de la llengua d'arribada, però que el seu significat és completament diferent. En el cas de la traducció que hem fet en aquest treball hem trobat false friends com *direct* (disposar), *estate* (patrimoni), *dispose* (transferir), *support* (manutenció), *construe* (interpretar), *security* (garantia), *section* (article), etc.

6.3.2. Tractament del gènere

Encara una altra de les grans diferències que podem trobar entre l'anglès i el català (en aquest cas, dins i fora del llenguatge jurídic), és la distinció que es fa del gènere entre una llengua i l'altra. En el cas de l'anglès no es distingeix en el gènere entre molts noms que sí que tenen distinció en el català i, per consegüent, no es distingeix en el gènere en els adjectius i els verbs que concorden amb aquests substantius.

En l'àmbit del llenguatge jurídic, però, és molt important fixar-se sempre en el total de la informació que proporciona el text per esbrinar quan cal traduir un terme en masculí i quan en femení. I és que, malgrat que molts termes tenen la variant masculina i la variant femenina (per exemple, *executor/executrix*), a vegades hi ha casos en els quals no s'utilitza aquesta distinció i es fa servir el terme masculí, encara que estiguem fent referència a una dona que actua com a marmessora.

En el cas concret de la nostra traducció trobem que la figura del marmessor i del fideïcomissari les exerceix un home, el pare del testador. No obstant això, en algunes ocasions del text es fa referència a termes que inclouen els dos gèneres (per exemple, *children*, que pot fer referència als fills i a les filles). Un molt bon exemple d'aquesta situació és el següent fragment:

TS: "*Upon the death of both my said father and my said grandmother, the Trustee is directed to divide the Residuary Trust into separate and equal trusts, creating one such equal trust for each of my lawful children then surviving and one such equal trust for the living issue collectively, if any, of any deceased child of mine. The share, if any, for the issue of any such deceased child, shall immediately vest in such issue in equal shares but shall be subject to the provisions of Item V herein.*"

Com podem veure, hi apareixen diverses referències a la figura dels fills o filles del testador. Una de les opcions que tenim per tal de traduir aquest fragment és la d'utilitzar un llenguatge inclusiu a partir de l'ús d'un terme genèric. En aquest cas, el terme *descendència* podria referir-se, per exemple, tant a la figura del fill com a la de la filla.

No obstant això, no hem d'oblidar que en la traducció jurídica cal evitar imperativament tot allò que pugui portar a confusió. En aquesta situació, per exemple, es podria interpretar per *descendència* qualsevol descendent del testador, no només els fills o filles. Així doncs, queda demostrat que aquesta opció no pot fer-se servir.

Una altra opció per a fer la traducció al català és la de desdoblar el gènere del terme en qüestió (és a dir, traduir *children* per *fills i filles*). Aquesta decisió, però, implicaria la concordança de tots els elements de l'oració, la qual cosa podria dificultar la lectura d'un text que, de per si, ja és especialitzat i, per tant, complicat. Vegem com quedaria:

"Després de la mort del meu pare i de la meva àvia, dispoço que el fideïcomissari reparteixi el fideïcomís residual en fideïcomisos independents i equitatius, i creï un fideïcomís igual per cadascun dels meus fills legítims o filles legítimes supervivents en aquell moment i un fideïcomís igual pel conjunt de descendents vius o vives, si n'hi hagués, de qualsevol fill meu difunt o filla meva difunta. Si fos el cas, la part pels descendents de qualsevol fill finat o filla finada, es transferirà a aquests descendents immediatament a parts iguals, però estarà subjecte a les disposicions de l'article V d'aquest document."

Per tot això i per fer prevaldre l'economia i la claredat com a criteris estilístics de la nostra traducció, hem decidit mantenir el masculí com a forma genèrica en els casos del text en els quals es parla d'una hipotètica descendència futura.

6.3.3. Convencions

Entrant en el camp de les convencions estilístiques, a la nostra traducció hem seguit els criteris que segueixen habitualment els textos jurídics catalans. En aquest sentit, per exemple, s'ha eliminat la majúscula inicial a noms com *Will, Testament, Executor, Trustor, Trustee, Item, Father, Residuary Trust*, entre d'altres, que en el llenguatge jurídic català no n'haurien de dur. En el mateix sentit, també hem decidit eliminar la majúscula a l'inici de cada paraula que conforma el títol d'un article.

Una altra decisió traductològica referent a les convencions estilístiques ha estat la de dividir en segments més curts algunes oracions del testament que hem considerat que eren massa llargues i que es podien entendre de forma més entenedora si s'interposava aquesta divisió. D'aquesta manera, per exemple, en la traducció del fragment que exposem a continuació hem tallat una oració en dues i, a més, hem modificat part de la puntuació interna. Així, d'una oració de 113 paraules, n'obtenim tres oracions i altres divisions internes dins d'aquestes.

TS: *"If any of my children for whose benefit a trust has been created hereunder should die before attaining the age of twenty-five (25) years, then the trust created for such a child shall terminate on his death, and all remaining assets then contained in said trust shall be distributed outright and free of further trust and in equal shares to the surviving issue of such deceased child but subject to the provisions of Item V herein; but if there be no such surviving issue, then to the brothers and sisters of such deceased child in equal shares, the issue of any other deceased child being entitled collectively to their deceased parent's share."*

TA: *"Si qualsevol dels meus fills, pel benefici del qual s'ha creat un fideïcomís en virtut d'aquest document, morís abans d'assolir l'edat de vint-i-cinc (25) anys, aleshores el fideïcomís creat per a aquest fill s'extingirà amb la seva mort, i la resta d'actius inclosos en aquell moment en el fideïcomís esmentat es distribuïran totalment i lliure de fideïcomisos addicionals i en parts iguals a la descendència supervivent d'aquest fill mort, sens perjudici de les disposicions de l'article V d'aquest document. En el cas que no hi hagi cap descendència supervivent, aleshores es distribuïran en parts iguals als germans i germanes d'aquest fill mort. La descendència de qualsevol altre fill mort tindrà dret de forma conjunta a la part del seu progenitor mort."*

[Article IV (f)]

7. Conclusions

Un cop finalitzat aquest projecte, si fem memòria dels objectius que ens vam marcar a l'inici de tot el procés, podem concloure que hem complert amb allò que ens vam proposar. D'una banda, hem pogut crear una terminologia especialitzada seguint tot el procés des de la tria de l'àmbit, passant per la tria dels textos paral·lels i l'extracció de candidats, l'elaboració de les fitxes terminològiques i la creació final de la terminologia com a recurs terminològic. D'altra banda, també hem seguit tot el procés necessari per dur a terme la traducció d'un testament. Des de la contextualització prèvia del text i l'estudi de les seves parts i vocabulari, passant per la traducció de tot el document, fins a la justificació de les decisions que hem pres al llarg del procés de traducció. Aquests eren els objectius marcats des d'un principi i, com hem dit, podem concloure que els hem complert, però dins del procés d'elaboració d'aquest treball, hem anat descobrint altres dades de les quals també en podem extreure conclusions.

Començant per la primera part del treball, centrada en la creació d'un recurs terminològic especialitzat, extraiem conclusions de dues parts diferents del procés de creació: l'extracció de terminologia i la creació de les fitxes terminològiques. Del recull de vint textos paral·lels dels quals vam partir, en vam fer una extracció que podríem considerar poc acotada i que, consegüentment, ens va portar un llistat de candidats llarg i, com explicava Mercè Vázquez a la seva tesi doctoral (Vázquez, 2014:23), amb molt soroll de paraules que no tenien caràcter especialitzat. Això va convertir el procés manual posterior de selecció de termes en més feixuc del que s'esperava en un inici. No obstant això, la tria es va fer i d'aquesta tria es va passar a la fase de creació de fitxes terminològiques. En aquesta fase el procés va ser més àgil, que no senzill, gràcies a haver fet una selecció i acotació dels recursos a utilitzar. Tots ells recursos terminològics de qualitat que ens van permetre creuar la informació que ens aportaven per crear cada fitxa i dotar d'equivalents i definicions als termes que havíem seleccionat.

Un cop enllestida l'extracció, l'elaboració de fitxes i la creació final de la nostra *Terminologia especialitzada del dret de successions (anglès-català)*, toca fer-ne una valoració qualitativa. Per fer-la, ens hem basat en dues premisses. Primer, no oblidar que aquest és un projecte de treball de final de grau i que, sens dubte, el recurs hauria pogut ser més ampli i sòlid si aquest es tractés de la creació d'un recurs a escala professional. La segona premissa és la valoració de la qualitat del nostre recull

terminològic a partir del TermTest, el *Test d'autoavaluació de diccionaris*³ que ofereix el Termcat. En aquest test, a partir de preguntes sobre les característiques del recurs i el procés de creació d'aquest, es valora el recurs en tres aspectes diferents: el format del diccionari, el tractament que es fa de les denominacions i els equivalents i el tractament de les definicions. D'aquesta autoavaluació n'hem obtingut una puntuació de 22 punts d'un total de 25. Una vegada feta aquesta valoració del nostre recurs podem concloure que, tot i ser un recurs limitat en quantitat de termes inclosos, hem superat amb satisfacció l'objectiu que ens vam marcar a l'inici del projecte.

Endinsant-nos dins la traducció del testament d'Elvis Presley, una de les conclusions principals que podem extreure del procés de traducció és la primordialitat de fer servir recursos de qualitat per a fer una bona traducció. En aquest cas, els recursos que hem utilitzat han estat els mateixos que hem fet servir per crear les fitxes de la terminologia, els textos paral·lels que vam seleccionar per fer l'extracció terminològica, l'eina de cerca del blog de traducció Proz.com i, per descomptat, la terminologia que hem creat per aquest treball. A banda, però, també ens hem adonat que els coneixements adquirits amb les assignatures de traducció jurídica i econòmica han tingut un paper molt destacat en el procés de presa de decisions traductològiques.

Pel que fa al resultat final de la nostra traducció, podem veure els canvis que ha patit el text respecte de l'original a l'apartat de defensa de la traducció d'aquest mateix treball. Tanmateix, volem destacar com a conclusió del procés de presa de decisions la necessitat de discernir entre els requisits de la traducció jurídica de no permetre's agafar llicències creatives i, per tant, fer una traducció força literal, amb la mateixa necessitat de donar importància a l'economia lingüística i la claredat. En aquest punt, remarcuem les decisions preses pel que fa al canvi d'estructura i puntuació d'algunes oracions, una decisió que ha convertit paràgrafs d'una sola oració en paràgrafs més entenedors però amb exactament la mateixa informació i significat.

Al marge de les conclusions individuals de cada procés, voldríem remarcar una altra conclusió que hem extret tant del procés de creació del recurs terminològic com de la traducció del testament d'Elvis Presley. Durant la realització d'aquestes tasques hem observat que la terminologia especialitzada del dret de successions i, en especial, dels testaments, és molt diversa i que lluny de ser una terminologia centrada únicament en vocabulari jurídic, dona una bona part del protagonisme al vocabulari econòmic i

³ TERMTEST. *Test d'autoavaluació de diccionaris*. Recuperat de: <https://www.termcat.cat/ca/recursos/productes-multimedia/termtest-test-dautoavaluacio-diccionaris>

administratiu. Prova d'això n'és la gran quantitat de termes relacionats amb els moviments econòmics (*apportion, disbursement, purchase, sale, transfer, etc.*), de conceptes econòmics compartits amb els documents testamentaris (*asset, bond, receipt, share, tax, etc.*) o de figures de l'àmbit econòmic que apareixen als testaments (*accountant, creditor, stockholder, etc.*). D'aquesta observació podem concloure que el vocabulari de les successions és divers i transversal i que depèn en bona part en la figura del testador i la singularitat del seu cabal hereditari.

De la realització d'aquest projecte n'hem pogut extreure molts aprenentatges tant en l'àmbit traductològic com en l'acadèmic. Al mateix temps, a més, hem pogut aplicar els coneixements adquirits al llarg dels últims quatre anys a les diverses assignatures cursades, en especial les tres assignatures de Traducció Jurídica i Econòmica (anglès-català) i l'assignatura de Terminologia. Finalment, entrant dins l'àmbit personal, no voldria concloure aquest projecte sense mirar enrere i afirmar que he complert una de les principals motivacions que tenia quan vaig idear aquest projecte: participar en la creació de més recursos terminològics especialitzats en l'àmbit jurídic de l'anglès al català, sense necessitat d'haver de passar pel francès o l'espanyol com a punt d'unió. Aquest, malauradament, és un tipus de recurs que em va mancar en el seu moment i que voldria que en futur pròxim no manqués a cap altre estudiant o professional de la traducció.

8. Bibliografia i bibliografia web

AINAUD, J., ESPUNYA, A., I PUJOL, D. (2020). *Manual de traducció anglès-català*. Barcelona: Universitat Pompeu Fabra. Recuperat de: <http://hdl.handle.net/10230/44583>

ALCARAZ, E. (2007). *El inglés jurídico. Textos y documentos*. (6ª ed.). Barcelona: Editorial Ariel.

ALCARAZ, E., I HUGHES, B. (2001). *Diccionario de términos jurídicos inglés-español · español-inglés*, 6ª ed. Barcelona: Editorial Ariel S.A.

BORJA, A. (2016). *Estrategias, materiales y recursos para la traducción jurídica inglés-español* (2ª ed.). Castelló de la Plana: Publicacions de la Universitat Jaume I.

CDT. (2022) *Interactive Terminology for Europe* [en línia]. Luxemburg: Centre de Traduction des Organes de l'Union Européenne.

CRESPO LAW ABOGADOS (2022, abril 26). Conceptes bàsics sobre herències i successions a Catalunya [Entrada blog]. Recuperat de: <https://abogadosherencias.cat/ca/herencias-successions-catalunya/>

CRESPO LAW ABOGADOS (2022, febrer 22). Herència internacional a Catalunya: Com funciona? [Entrada blog]. Recuperat de: <https://abogadosherencias.cat/ca/herencia-internacional-catalunya/>

CUB. (2021). *Usos incorrectes del gerundi*. Recuperat de: <https://www.ub.edu/cub/criteri.php?id=1136>

DEL POZO, P., VAQUER, A., I BOSCH, E. (2017). *Derecho civil de Cataluña. Derecho de sucesiones* (3ª ed.). Madrid: Marcial Pons Ediciones Jurídicas y Sociales S.A.

DEPARTAMENT DE JUSTÍCIA. (s.d.). *Herència i testament*. Recuperat de: https://justicia.gencat.cat/ca/ambits/dret_civil_catala/preguntes_mes_frequents/herencia_i_testament/

GODAYOL, P. (2020). *Introducció a la traducció jurídica I. La traducció jurídica, jurada i judicial*. Barcelona: Universitat Oberta de Catalunya i Universitat de Vic-UCC.

IEC. (2021) *Diccionari de la llengua catalana* [en línia]. Barcelona: Institut d'Estudis Catalans.

MELILLO, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

NET LAWMAN (2020, desembre). *Sorting the structure of your will* [Entrada blog]. Recuperat de: <https://www.netlawman.co.uk/ia/sorting-will-structure>

OQLF. (2012) *Le grand dictionnaire terminologique* [en línia]. Québec: Gouvernement du Québec.

REBAGLIATO, J. (2010). *El diccionari terminològic*. Recuperat de: <https://arxiu.termcat.cat/enprimerterme/el-diccionari-terminologic.pdf>

TERMCAT. (2022) *Cercaterm* [en línia]. Barcelona: TERMCAT, Centre de terminologia.

VÁZQUEZ, M. (2014). *Estratègies estadístiques aplicades a l'extracció automàtica de terminologia* (Tesi doctoral, Universitat Pompeu Fabra, Catalunya). Recuperat de: <https://www.tdx.cat/handle/10803/283114#page=93>

9. Annexos

9.1. Textos paral·lels

9.1.1. Testament de Clark Gable⁴

LAST WILL AND TESTAMENT

of

CLARK GABLE

I, CLARK GABLE, being of sound and disposing mind, and free from fraud, duress, menace or undue influence, do hereby make, declare and publish this, my Last Will and Testament.

FIRST: I hereby expressly revoke any and all former wills and Codicils thereto heretofore made by me.

SECOND: I hereby declare that I am married to Kathleen G. Gable and that I have no children.

THIRD: I direct that all of my just debts, expenses of last illness and expenses of burial be first paid.

FOURTH: I give, devise and bequeath to JOSEPHINE DILLON, my former wife, that certain real property situate in the County of Los Angeles, State of California, known as 12746 Landale, North Hollywood, California, and more particularly described as follows:

The West fifty (50) feet of the East one hundred (100) feet of Lot 9, Tract 5588, as per map recorded in Book 59, page 49, of Maps, in the office of the Recorder of said County.

FIFTH: All of the rest, residue and remainder of my estate, real, personal or mixed, I give, devise and bequeath to my beloved wife, KATHLEEN G. GABLE.

SIXTH: I direct that all succession, inheritance or other death taxes or duties (by whatever name called) imposed upon or in relation to any property owned by me at the time of my death or required to be included in my gross estate under the provisions of any tax law shall be paid out of the residue of my estate without any charge therefor

⁴ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

against any specific bequest or devise hereunder or against any assets not included in my probate estate.

SEVENTH: I hereby generally and expressly disinherit each and all persons whomsoever claiming to be and who may be my heirs at law, and each and all persons whomsoever who, if I died intestate, would be entitled to any part of my estate, except those herein provided for. If any devisee, legatee or beneficiary under this Will, or any person claiming under or through any devisee, legatee or beneficiary, or any other person who, if I died wholly or partially intestate, would be entitled to share in my estate, shall in any manner whatsoever, directly or indirectly, contest this Will or attack or oppose, or in any manner seek to impair or invalidate any provision hereof, or shall endeavor to succeed to any part of my estate otherwise than through this Will, then in each of the above mentioned cases I hereby bequeath to such person or persons the sum of One (\$1.00) Dollar only, and all other bequests, devises and interest in this Will given to such person or persons shall be forfeited and become a part of the residue of my estate.

EIGHTH: I hereby appoint my beloved wife, KATHLEEN G. GABLE, to serve as executrix of my estate, without bond.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of September, 1955.

CLARK
GABLE

The foregoing instrument, consisting of three pages, including the page signed by the testator, was on the date hereof by the said CLARK GABLE, subscribed, published and declared to be his Last Will and Testament in the presence of us, and each of us, who at his request and in his presence, and in the presence of each other, have signed the same as witnesses thereto.

_____ Residing
at _____

_____ Residing
at _____

_____ Residing
at _____

9.1.2. Testament de Doris Duke⁵

LAST WILL AND TESTAMENT

of

DORIS DUKE

I, DORIS DUKE, a resident of and domiciled in the State of New Jersey, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

ONE: A. I direct that there be no funeral service or memorial service of any kind for me and that I be buried at sea.

B. I give my eyes to THE EYE BANK FOR SIGHT RESTORATION INC., New York, New York, and I hereby ratify all that anyone theretofore may have done toward carrying out this gift.

TWO: A. 1. I give, devise and bequeath all of my right, title and interest in and to a certain portion of my real property located in Somerville, New Jersey, known as the "parks area" to my Trustees hereinafter named to be held as a new and separate wholly charitable trust which shall be created upon my death and which shall be known as the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE, and such separate wholly charitable trust shall be administered and distributed subject to the provisions of Article NINE for the purposes hereinafter set forth in this Paragraph 1. All references in this Will to the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE shall refer to such wholly charitable trust. I direct the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE to use the parks area to provide an enclosure to protect endangered species of all kinds, both flora and fauna, from becoming extinct. The funds necessary to operate the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE shall be provided by the DORIS DUKE CHARITABLE FOUNDATION as set forth in Article EIGHT hereof.

2. I give, devise and bequeath all of my right, title and interest in and to a certain portion of my real property located in Somerville, New Jersey, known as the "farmland and growing areas" to my Trustees hereinafter named to be held as a new and separate wholly charitable trust which shall be created upon my death and which shall be known as the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF NEW JERSEY

⁵ Last Will and Testament of Doris Duke. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-doris-duke.html>

FARMLAND AND FARM ANIMALS, and such separate wholly charitable trust shall be administered and distributed subject to the provisions of Article NINE for the purposes hereinafter set forth in this Paragraph 2. All references in this Will to the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF NEW JERSEY FARMLAND AND FARM ANIMALS shall refer to such wholly charitable trust. The DORIS DUKE FOUNDATION FOR THE PRESERVATION OF NEW JERSEY FARMLAND AND FARM ANIMALS shall be authorized to lease this property at an annual rental of One Dollar (\$1.00) to a college or university specializing in farming education. In all events, I direct that this property be used solely for agricultural and horticultural purposes, including research (provided that no animals are used to conduct such research), and that this property be used for the exclusive purpose of maintaining and protecting the wildlife located on the property. I direct that the DELAWARE VALLEY COLLEGE OF SCIENCE AND AGRICULTURE, Doylestown, Pennsylvania, be given the first right to so lease such property, provided that such COLLEGE pay all of the expenses of operating such property during the term of any such lease. The funds necessary for the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF NEW JERSEY FARMLAND AND FARM ANIMALS to make required capital improvements and to purchase farm equipment shall be provided by the DORIS DUKE CHARITABLE FOUNDATION as set forth in Article EIGHT hereof.

3. I give, devise and bequeath all of my right, title and interest in and to the balance of my real property, located in Somerville, New Jersey, and all structures and improvements located thereon, to my Trustees hereinafter named to be held as a new and separate wholly charitable trust which shall be created upon my death and which shall be known as the DORIS DUKE CHARITABLE FOUNDATION, and such separate wholly charitable trust shall be administered and distributed subject to the provisions of Article NINE for the purposes hereinafter set forth in Subdivisions A through J of Article EIGHT and Subdivision K of this Article. All references in this Will to the DORIS DUKE CHARITABLE FOUNDATION shall refer to such wholly charitable trust. In no event shall the wholly charitable trust which shall be known as the DORIS DUKE CHARITABLE FOUNDATION be confused with "The Doris Duke Foundation," which was incorporated in Delaware in 1934 and which was originally known as "Independent Aid, Inc." It is my intention that The Doris Duke Foundation receive no benefit from my estate under this Will or the exercise of any power of appointment under this Will.

4. I give and bequeath all of my clothing, jewelry and other personal effects located at my residence in Somerville, New Jersey at my death to the DORIS DUKE CHARITABLE FOUNDATION.

5. The Thai and Burmese objects of art located at my Somerville, New Jersey residence and the Thai houses that have been dismantled and that are presently stored on my

Somerville, New Jersey property are owned by the FOUNDATION FOR SOUTHEAST ASIAN ART AND CULTURE. It is my hope and expectation that after my death, such property will either (i) be sold by the FOUNDATION FOR SOUTHEAST ASIAN ART AND CULTURE, with the proceeds thereof to be used for the general charitable purposes that I have supported or (ii) be returned to their respective countries of origin under appropriate conditions.

6. I give and bequeath all of my furniture, furnishings, books, linen, silver, china, glassware and other household effects, automobiles and all other similar tangible personal property of whatsoever description (hereinafter "Other Tangible Personal Property") located at my residence in Somerville, New Jersey at my death to the DORIS DUKE CHARITABLE FOUNDATION, to be used at its principal headquarters.

B. I give, devise and bequeath my real property located in Montague City, New Jersey to the Morristown, New Jersey chapter of the NATURE CONSERVANCY INC., upon the conditions that such property be kept in its natural state and that such property be leased for One Dollar (\$1.00) per year to the Trail Blazers Camp so long as such Camp shall be in existence and shall use such property for its campsite. If the NATURE CONSERVANCY INC. shall not agree to accept such property on these conditions or if the Trustees of the DORIS DUKE CHARITABLE FOUNDATION determine in their absolute discretion that either or both of such conditions shall have been violated at any time, I direct that such property shall be distributed to the DORIS DUKE CHARITABLE FOUNDATION, to be held by it upon the conditions set forth in the preceding sentence, or if that is not feasible for any reason, then for the general charitable purposes for which the DORIS DUKE CHARITABLE FOUNDATION is being administered.

C. I give, devise and bequeath my real property, Known as the Quarry, in Whitehorse Station, New Jersey (approximately 3.83 acres) to the DORIS DUKE CHARITABLE FOUNDATION.

D. 1. I give, devise and bequeath all of my right, title and interest in and to my real property, and the structures and improvements thereon, known as Rough Point, in Newport, Rhode Island, to the NEWPORT RESTORATION FOUNDATION, which shall be charged with the responsibility and obligation of maintaining Rough Point in accordance with the usual standards for preserving historical properties located in Newport, Rhode Island. I direct that the first two (2) floors of the residence (together with the tangible personal property described in Paragraph 3 of this Subdivision D) be set aside for public viewing similar to the manner in which the other "summer cottages" are operated by the Preservation Society and that the top floor of the residence be used for the NEWPORT RESTORATION FOUNDATION's offices. (Accordingly, it is my expectation that the house at Two Marlborough Street owned by the NEWPORT

RESTORATION FOUNDATION be used as a rental property since it will no longer be used as office space.) Funds to maintain Rough Point shall be provided by the DORIS DUKE CHARITABLE FOUNDATION as set forth in Article EIGHT hereof.

2. I give and bequeath all of my clothing, jewelry, and other personal effects located at my residence known as Rough Point, in Newport, Rhode Island at my death to the DORIS DUKE CHARITABLE FOUNDATION.

3. I give and bequeath all of my Other Tangible Personal Property (as hereinbefore defined) located at my residence known as Rough Point, in Newport, Rhode Island at my death to the NEWPORT RESTORATION FOUNDATION, to be set aside for public viewing as explained in Paragraph I of this Subdivision D.

E. I give, devise and bequeath such portion of my real property in Middletown, Rhode Island which is contiguous to the Prescott Farm Museum (approximately four (4) acres) to the NEWPORT RESTORATION FOUNDATION, to be used as a part of such Museum. I direct that the balance of my Middletown, Rhode Island property be sold and the net sales proceeds thereof be disposed of as a part of my residuary estate in accordance with the provisions of Article EIGHT hereof.

F. I. I give, devise and bequeath all of my right, title and interest in and to my real property, and the structures and improvements located thereon, known as Shangri La, in Kaalawai, Honolulu, Hawaii to a new and separate wholly charitable trust which my Trustees hereinafter named shall create upon my death and which shall be known as the DORIS DUKE FOUNDATION FOR ISLAMIC ART, and such separate wholly charitable trust shall be held, administered and distributed subject to the provisions of Article NINE for the purposes hereinafter set forth in this Paragraph 1. All references in this Will to the DORIS DUKE FOUNDATION FOR ISLAMIC ART shall refer to such wholly charitable trust. The DORIS DUKE FOUNDATION FOR ISLAMIC ART shall promote the study and understanding of Middle Eastern art and culture. I direct that the DORIS DUKE FOUNDATION FOR ISLAMIC ART make this property available to scholars, students and others interested in the furtherance and preservation of Islamic art and make the premises open to the public subject to the payment of a reasonable fee to be fixed by the Trustees of the DORIS DUKE FOUNDATION FOR ISLAMIC ART. In addition, I direct that the Honolulu Academy of Arts be permitted to use the premises for display of its collection of Middle Eastern art without any charge to the Academy. In the event that the funds derived from admission fees charged to the public are inadequate to staff and maintain properly the land, grounds, buildings, furniture, furnishings and art held by the DORIS DUKE FOUNDATION FOR ISLAMIC ART, supplemental funds for such purposes shall be provided by the DORIS DUKE CHARITABLE FOUNDATION as set forth in Article EIGHT hereof.

2. I give and bequeath all of my clothing, jewelry and other personal effects located at my residence known as Shangri La, in Kaalawai, Honolulu, Hawaii at my death to the DORIS DUKE CHARITABLE FOUNDATION.

3. I give and bequeath all of my other Tangible Personal Property located at my residence known as Shangri La, in Kaalawai, Honolulu, Hawaii at my death to the DORIS DUKE FOUNDATION FOR ISLAMIC-ART.

G. 1. I give, devise and bequeath all of my right, title and interest in and to my real property, and the structures and improvements thereon, known as Falcon's Lair, in Beverly Hills, California to the DORIS DUKE CHARITABLE FOUNDATION.

2. I give and bequeath all of my clothing, jewelry, other personal effects and Other Tangible Personal Property located at my residence known as Falcon's Lair, in Beverly Hills, California at my death to the DORIS DUKE CHARITABLE FOUNDATION.

3. If I shall be survived by a dog owned by me and residing at my death at my residence known as Falcon's Lair, in Beverly Hills, California, I give such dog to the caretaker of such property at my death or, if such caretaker is at any time unwilling or unable to care for such dog, to one of the foundations created under this Will or of which I was a member, director, trustee or officer at my death which is caring for other dogs of mine. If I shall be survived by a dog owned by me and located at my death at Falcon's Lair, I give and bequeath the sum of One Hundred Thousand Dollars (\$100,000) to my Trustees, to be held by them in a separate trust for the benefit of such dog, with the income and principal thereof to be disposed of as follows:

a. My Trustees, at any time and from time to time, shall apply such part or all or none of the net income and principal of the trust for the benefit of such dog, at such times and in such amounts as my Trustees, in their absolute discretion, shall deem necessary for the care, feeding, comfort, maintenance and medical treatment of such dog, even though any such application or applications may result in the termination of the trust. At the end of each year of the trust, my Trustees shall accumulate and add to principal any net income not so applied, any such capitalized income thereafter to be disposed of as a part of such principal.

b. Upon the earlier to occur of (i) the death of such dog and (ii) twenty-one (21) years after my death, the trust shall terminate. Upon such termination, the principal of the trust remaining at that time, and any accrued and undistributed income, shall be added to my residuary estate and disposed of in accordance with the provisions of Article EIGHT hereof.

H. 1. I give and bequeath all of my right, title and interest in and to my cooperative apartment, known as Penthouse B, located at 475 Park Avenue, New York, New York,

including the proprietary lease and shares of stock relating thereto, to the DORIS DUKE CHARITABLE FOUNDATION.

2. I give and bequeath all of my clothing, jewelry, other personal effects and Other Tangible Personal Property located at my New York City cooperative apartment at my death to the DORIS DUKE CHARITABLE FOUNDATION.

I. To the extent, if any, that my Other Tangible Personal Property, as hereinbefore defined, or any of my clothing, jewelry, personal effects or real property shall not otherwise be effectively disposed of in the preceding provisions of this Article, I give and bequeath such property to the DORIS DUKE CHARITABLE FOUNDATION.

J. I give and bequeath my two (2) camels, two (2) horses and donkey to the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE.

K. If, upon semi-annual investigation into the expenditures and needs of the NEWPORT GARDENS FOUNDATION, INC., the Trustees of the DORIS DUKE CHARITABLE FOUNDATION determine that the NEWPORT GARDENS FOUNDATION, INC. is operating at a deficit, and if they determine that the deficit is not created by substantial waste or mismanagement, they shall pay over to the NEWPORT GARDENS FOUNDATION, INC. from the DORIS DUKE CHARITABLE FOUNDATION sufficient monies to offset any justified operating deficit and in addition shall supply the NEWPORT GARDENS FOUNDATION, INC. with operating funds sufficient for a period not in excess of sixty (60) days from the date of payment if the NEWPORT GARDENS FOUNDATION, INC. is then a tax-exempt organization, as hereinafter defined. In the event that the NEWPORT GARDENS FOUNDATION, INC. reports that funds are required for capital improvements or major repairs, the Trustees of the DORIS DUKE CHARITABLE FOUNDATION shall retain the services of a qualified engineer and, to the extent that the engineer confirms the need for such funds, the Trustees of the DORIS DUKE CHARITABLE FOUNDATION shall pay over such funds to the NEWPORT GARDENS FOUNDATION, INC., which shall promptly render a full and complete accounting of the funds disbursed for such purposes.

L. Any expenses which may be incurred by my Executors in selling, storing, packing, shipping and insuring any of my tangible personal property, including any expenses which may be incurred in delivering such property to the designated beneficiary or beneficiaries thereof, shall be charged against the principal of my residuary estate and treated as an expense of administering my estate.

M. I direct that (i) my Executors, in their absolute discretion, shall be authorized to determine what property, if any, shall be disposed of under each provision of this Will, and (ii) all such determinations by my Executors shall be binding and conclusive upon all interested persons.

THREE: I direct that my Executors sell the airplane owned by Newport Farms, Inc., a New Jersey corporation of which I own one hundred percent (100%) of the stock, and then liquidate such corporation and add the net sales proceeds thereof to my residuary estate to be disposed of in accordance with the provisions of Article EIGHT hereof.

FOUR: A. The following loans were owed to me as of August, 1991:

1. DR. ROBERT NIXON: Fifty-Eight Thousand Dollars (\$58,000)
2. ELEANOR LAWSON: Sixteen Thousand Five Hundred Dollars (\$16,500).
3. FRANCO ROSSELLINI: One Hundred Fifty-Eight Thousand Dollars (\$158,000).
4. VERA CYCKMAN: Ten Thousand Dollars (\$10,000).
5. EDWARD LEIATO: Thirty Thousand Dollars (\$30,000).
- 6 RAPHAEL RECTO: One Hundred Thousand Dollars (\$100,000).

I direct that, to the extent that these loans shall be outstanding at the time of my death, such loans shall be forgiven.

B. I direct that my Executors make reasonable arrangements with IMELDA MARCOS (or the legal representatives of her estate, if she shall not survive me) for the repayment of the Five Million Dollars (\$5,000,000), plus accrued interest, that I loaned to her pursuant to a demand note dated March 6, 1990, such repayment to be made when Mrs. Marcos and the Philippines government settle their financial dispute or at such other time as my Executors shall deem appropriate in their absolute discretion.

C. I have made a loan in the current principal amount of Six Hundred Thousand Dollars (\$600,000), plus accruing interest, to HEALTH MAINTENANCE PROGRAMS, INC., which loan is convertible to common stock in such corporation. I direct my Executors to convert such loan (as the same shall be outstanding at my death) into common stock and to add such stock to my residuary estate to be disposed of in accordance with the provisions of Article EIGHT hereof.

D. I direct my Executors not to seek a refund for the relinquishment of my memberships at the Newport Country Club and the Spouting Rock Beach Association.

FIVE: A. I give and bequeath the following sums to the following organizations:

1. Ten Million Dollars (\$10,000,000) to DUKE UNIVERSITY, Durham, North Carolina.
2. Five Hundred Thousand Dollars (\$500,000) to the SELF -REALIZATION FELLOWSHIP, Los Angeles, California.
- 3 . Ten Million Dollars (\$ 10,000,000) to the METROPOLITAN MUSEUM OF ART, New York, New York.
4. One Million Dollars (\$1,000,000) to the NEW YORK ZOOLOGICAL PARK operated by the New York Zoological Society, Bronx, New York.

B. I give and bequeath the following sums to such of the following persons as shall survive me:

1. Three Million Dollars (\$3,000,000) to ELEANOR JOHNSON LAWSON.
2. One Million Dollars (\$ 1,000,000) to DOROTHY MCCAWLEY.
3. One Million Dollars (\$1,000,000) to ROSEANNA TODD.
4. Five Hundred Thousand Dollars (\$500,000) to ANNA LUNDY LEWIS.
5. One Million Dollars (\$1,000,000) to REVEREND LAWRENCE ROBERTS, in his individual capacity, whether or not he is, at the date of my death, affiliated with the First Baptist Church of Nutley, New Jersey.
6. Five Hundred Thousand Dollars (\$500,000) to CONSTANCE PITTS SPEED.
7. Two Hundred Thousand Dollars (\$200,000) to JOHN GOMEZ.
8. One Million Dollars (\$1,000,000) to ANNA KENNESAY.

C. 1. The bequests to my employees under this Subdivision C are in gratitude for their past services rendered to me and my foundations. It is my hope and expectation that my Executors and Trustees and the foundations in which I am a member, director, trustee or officer at my death or which are to be created under this Will shall employ as many of these persons as reasonably possible in order to maintain my various properties and to operate these foundations after my death. The determination of my Executors as to the persons to receive a bequest under this Subdivision C and the amount of each such bequest shall be binding and conclusive on all interested persons.

2. If BERNARD LAFFERTY shall survive me and shall at my death be in my employ or in the employ of The Doris Duke Foundation, the Foundation for Southeast Asian Art and Culture, the Duke Gardens Foundation, Inc., the Newport Restoration Foundation (such foundations being hereinafter collectively referred to as the "Applicable Foundations") or of any other foundation of which I am a member, director, trustee or officer at my death, I give and bequeath to my Trustees the sum of Ten Million Dollars (\$10,000,000). Such sum shall be held by my Trustees in a separate charitable remainder annuity trust, with the income and principal thereof to be disposed of in accordance with the provisions of Paragraph 6 of this Subdivision C.

3. If NUKU MAKASIALE shall survive me and shall at my death be in my employ or in the employ of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death, I give and bequeath to my Trustees a sum which my Executors, in their absolute discretion, determine shall be necessary, assuming that such sum will generate interest at a rate of five percent (5%) per annum, to produce income on an annual basis which shall equal the sum of (i) the annual salary that NUKU MAKASIALE received from me or such foundation, as the case may be, for the twelve (12) month period immediately preceding my death plus (ii) Fifty-Eight Thousand Dollars (\$58,000). Such sum shall be held by my Trustees in a separate

charitable remainder annuity trust, with the income and principal of such trust to be disposed of in accordance with the provisions of Paragraph 6 of this Subdivision C.

4. If JINADASA DESILVA shall survive me and shall at my death be in my employ or in the employ of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death, I give and bequeath to my Trustees a sum which my Executors, in their absolute discretion, determine shall be necessary, assuming that such sum will generate interest at a rate of five percent (5%) per annum, to produce income on an annual basis which shall equal the sum of (i) the annual salary that JINADASA DESILVA received from me or such foundation, as the case may be, for the twelve (12) month period immediately preceding my death plus (ii) Eighteen Thousand Dollars (\$18,000). Such sum shall be held by my Trustees in a separate charitable remainder annuity trust, with the income and principal of such trust to be disposed of in accordance with the provisions of Paragraph 6 of this Subdivision C.

5. With respect to each of NILZA MOORE, SHIZUE HAMAMOTO, GEORGE REED and BENJAMIN REED who shall survive me and shall at my death be in my employ or in the employ of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death, I give and bequeath to my Trustees a sum which my Executors, in their absolute discretion, determine shall be necessary, assuming that such sum will generate interest at a rate of five percent (5%) per annum, to produce income on an annual basis which shall equal such person's annual salary from me or such foundation, as the case may be, for the twelve (12) month period immediately preceding my death. With respect to each such person, such sum shall be held by my Trustees in a separate charitable remainder annuity trust, with the income and principal of each such trust to be disposed of in accordance with the provisions of Paragraph 6 of this Subdivision C.

6. Pursuant to the foregoing provisions of this Subdivision C, certain property is to be held by my Trustees in a separate charitable remainder annuity trust for the benefit of a certain person. I direct that the income and principal of each such trust shall be disposed of as follows:

a. Commencing as of the date of my death and continuing during the lifetime of the person for whose benefit the trust has been established (the "Beneficiary"), my Trustees shall, in each taxable year of the trust, pay to the Beneficiary an annuity amount equal to five percent (5%) of the initial net fair market value of the property which constitutes the principal of the trust (the "Annuity Amount"), provided, however, that the payout percentage (as adjusted to reflect the time and frequency of the annuity payments) shall not exceed the percentage that would result in a five percent (5 %) probability that the

principal of the trust shall be exhausted before the death of the Beneficiary, determined as of the date of my death (or the alternate valuation date, if applicable).

b. Upon the death of the Beneficiary, the principal and income of the trust remaining at that time, other than any such principal and income which may be required to be distributed to the Beneficiary or the Beneficiary's estate in satisfaction of the final Annuity Amount payment, shall be distributed outright to the DORIS DUKE CHARITABLE FOUNDATION. If the DORIS DUKE CHARITABLE FOUNDATION is not a tax-exempt organization, as hereinafter defined, at the time when any principal or income of the trust is to be distributed to it, then my Trustees shall distribute such principal and income to such one or more tax -exempt organizations as my Trustees shall determine in their absolute discretion.

c. The trusts held pursuant to this Paragraph 6 of Subdivision C shall be administered in accordance with the provisions of Subdivision D of this Article.

7. I give and bequeath to each other person who shall survive me and who my Executors shall determine in their absolute discretion shall be on my payroll or the payroll of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death on a salaried (but not an hourly) basis, other than a person who is a beneficiary under another provision of this Will, a sum equal to one (1) month's salary for each full year of such employment prior to my death (rounded to the nearest Five Hundred Dollars (\$500)), but in no case less than One Thousand Five Hundred Dollars (\$1,500).

8. I give and bequeath to each other person who shall survive me and who my Executors shall determine in their absolute discretion shall be on my payroll or the payroll of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death on an hourly basis, other than a person who is a beneficiary under another provision of this Will, a sum equal to one (1) month's salary for each full year of such employment prior to my death (rounded to the nearest Five Hundred Dollars (\$500)), but in no case less than One Thousand Five Hundred Dollars (\$1,500). For purposes of this Paragraph 8, one month's salary shall be deemed to equal one-twelfth (1/12) of the income such person received from me or such foundation, as the case may be, in the year prior to my death based on such person's Form W-2 for such year.

9. Notwithstanding anything herein which might suggest a contrary result, I hereby specifically state that I do not intend by the provisions of Paragraph 7 or 8 of this Subdivision C to make any gift or bequest to any person or entity that I, any of the Applicable Foundations or any other foundation retain as an independent contractor to perform services, including lawyers, accountants, physicians, nurses and others who are

not my employees, the employees of an Applicable Foundation or the employees of any other foundation of which I am a member, director, trustee or officer at my death.

10. I request that each of NILZA MOORE, GEORGE REED and BENJAMIN REED who are at my death in the employ of any of the Applicable Foundations or of any other foundation of which I am a member, director, trustee or officer at my death have a residence provided for them by one of such foundations after my death. If possible, I expect that the DORIS DUKE CHARITABLE FOUNDATION shall provide such a residence for each of NILZA MOORE and GEORGE REED and that the NEWPORT RESTORATION FOUNDATION shall provide such a residence for BENJAMIN REED.

D. Each trust created pursuant to the provisions of Paragraphs 2, 3, 4 and 5 of Subdivision C of this Article and the provisions of Article SIX of this Will shall be administered as follows:

1. The obligation to pay the Annuity Amount shall commence on the date of my death, but payment of the Annuity Amount may be deferred during a period from the date of my death to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the end of the taxable year in which occurs the complete funding of the trust, my Trustees shall pay to the person for whose benefit the trust was created (the "Recipient"), in the case of an underpayment, or shall receive from the Recipient, in the case of an overpayment, the difference between (a) the total of any amounts in respect of the Annuity Amount actually paid to the Recipient, plus interest on such amounts, compounded annually, computed for any period at the rate of interest that the federal income tax regulations under Section 664 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), prescribe for the trust for such computation for such period, and (b) the total of such amounts in respect of the Annuity Amount that are properly payable, plus interest on such amounts, compounded annually, computed for any period at the rate of interest that the federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period.

2. The Annuity Amount shall be distributed to the Recipient in equal quarterly installments from income and, to the extent that income is not sufficient, from principal in accordance with the following provisions of this Paragraph 2. The Annuity Amount shall be paid from the ordinary net income (including short-term capital gain) of the trust other than "unrelated business income" as defined in Section 681 of the Code. To the extent that such ordinary net income is insufficient to pay the Annuity Amount, the Annuity Amount shall be paid from the long-term capital gain of the trust or, if insufficient, from the unrelated business income of the trust or, if insufficient, from income of the trust which is exempt from income taxes or, if insufficient, from the principal of the trust. As used in

this Paragraph 2, the terms "short-term capital gain" and "long-term capital gain" are defined as in Section 1222 of the Code.

3. Any income of the trust for a taxable year which shall exceed the Annuity Amount shall be accumulated and added to principal, any such capitalized income thereafter to be disposed of as a part of the principal of the trust.

4. If the first or the last taxable year of the trust or both such years shall have fewer than 365 days, the Annuity Amount for such short taxable year or years shall be prorated on a daily basis, in accordance with Section 1.664-2 of the federal income tax regulations, or any successor provision thereto. The taxable year of the trust shall be the calendar year.

5. No additional contributions may be made to the trust. The initial contribution to the trust shall be deemed to consist of all property passing to the trust by reason of my death.

6. The computation of the value of the assets transferred to the trust shall be controlled by the valuations as finally determined in the federal estate tax proceeding relating to my estate. If the initial net fair market value of the assets constituting the trust is determined incorrectly by my Trustees, then within a reasonable period after the final determination of the correct value, my Trustees shall pay to the Recipient, in the case of an undervaluation, or shall receive from the Recipient, in the case of an overvaluation, an amount equal to the difference between the total sums in respect of the Annuity Amount that my Trustees should have paid if the correct value were used and the total of such sums that my Trustees actually paid.

7. Notwithstanding any provision of this Will:

a. The income and principal of the trust for each taxable year shall be distributed at such time and in such manner as not to subject the trust to any tax under Section 4942 of the Code;

b. Except for the payment of the Annuity Amount to the Recipient, my Trustees shall not engage in any act of self dealing, as defined in Section 4941(d) of the Code, and shall not make any taxable expenditures, as defined in Section 4945(d) of the Code;

c. My Trustees shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of Section 4944 of the Code and the federal income tax regulations thereunder, or retain any excess business holdings, within the meaning of Section 4943(c) of the Code;

d. The Annuity Amount shall not be reduced by any expenses of the trust including, but not limited to, trustees' commissions;

e. Nothing in this Will shall be construed so as to restrict my Trustees from investing the assets of the trust in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets:

f. It is my intention that the trust shall qualify as a charitable remainder annuity trust within the meaning of Section 6 of Rev. Proc. 90-32, and any successor revenue procedures thereto, and Section 664(d)(1) of the Code, and the federal income tax regulations thereunder, and that the remainder interest which is to be distributed shall qualify for the estate tax charitable deduction under the provisions of Section 2055 of the Code. Accordingly, I hereby direct that (i) no authorization, direction or other provision contained in this Will which would prevent the trust and such remainder interest from so qualifying shall apply, (ii) the trust shall be interpreted, valued, managed and invested in a manner consistent with that intent, (iii) no distribution shall be made to the trust of any property which does not qualify for such charitable deduction and (iv) it is my further intention that any court having jurisdiction over this Will shall construe and interpret and, if necessary, modify and limit the terms and provisions of this Will so as to permit such remainder interest so to qualify;

g. My Trustees are authorized, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder annuity trust within the meaning of Section 664(d)(1) of the Code and the federal income tax regulations thereunder: and

h. The operation of the trust shall be governed by the laws of the State of New York. My Trustees, however, are prohibited from exercising any power or discretion granted under such laws that would be inconsistent with the qualification of the trust under Section 664(d)(1) of the Code and the corresponding regulations.

SIX: If WALKER P. INMAN, JR. shall survive me, I give and bequeath to my Trustees the sum of Seven Million Dollars (\$7,000,000), to be held by my Trustees in a separate charitable remainder annuity trust for the benefit of WALKER P. INMAN, JR., with the income and principal thereof to be disposed of as follows:

A. Commencing as of the date of my death and continuing during the lifetime of WALKER P. INMAN, JR., my Trustees shall, in each taxable year of the trust, pay to WALKER P. INMAN, JR. an annuity amount equal to five percent (5%) of the initial net fair market value of the property which constitutes the principal of the trust (the "Annuity Amount") provided, however, that the payout percentage (as adjusted to reflect the time and frequency of the annuity payments) shall not exceed the percentage that would result in a five percent (5%) probability that the principal of the trust shall be exhausted before the death of WALKER P. INMAN, JR., determined as of the date of my death (or the alternate valuation date, if applicable).

B. Upon the death of WALKER P. INMAN, JR., the principal and income of the trust remaining at that time, other than any such principal and income which may be required to be distributed in satisfaction of the final Annuity Amount payment, shall be distributed

outright to the DORIS DUKE CHARITABLE FOUNDATION. If the DORIS DUKE CHARITABLE FOUNDATION is not a tax- exempt organization, as hereinafter defined, at the time when any principal or income of the trust is to be distributed to it, then my Trustees shall distribute such principal and income to such one or more tax-exempt organizations as my Trustees shall determine in their absolute discretion.

C. The trust created in this Article SIX shall be administered in accordance with the provisions of Subdivision D of Article FIVE of this Will.

SEVEN:

A. I expressly exercise the general testamentary power of appointment granted to me by subparagraph (2) of Paragraph C of the Indenture of Trust, dated May 2, 1917 made by my father, J.B. Duke, as Grantor and Trustee, with the Farmers' Loan and Trust Company (now Citibank, N. A., by merger and succession) as successor Trustee, by directing that the principal, and any remaining income, of the trust created pursuant to such Indenture at my death be distributed to the DORIS DUKE CHARITABLE FOUNDATION which is the wholly charitable trust held pursuant to the provisions of Article NINE of this Will, to be administered and distributed as a part thereof.

B. I declare that, despite my 1988 adoption of Chandi Heffner(who was 35 years old at that time), it is my intention that she not be deemed to be my child for the purposes of disposing of the trust property described in Subdivision A of this Article SEVEN, or for any other purpose of this Will, or otherwise, and that this Will and all trusts and other entities in which I have an interest be administered accordingly. I am confident that my father, who created certain trusts for my lifetime benefit, would not want Chandi Heffner to have any interest in any such trust, even if I had wanted her to have such an interest (which I do not).

EIGHT: I give, devise and bequeath all the rest, residue and remainder of my estate, real, persona] or mixed, of whatsoever nature and wheresoever situate, of which I shall die seized or possessed, or to which I shall be in any way entitled at the time of my death, including all property over which I shall have a power of appointment or other power of disposal at the time of my death, and including any legacies or devises which may lapse or be invalid or for any reason fail to take effect (herein referred to as my "residuary estate"), after the payment of all taxes of whatsoever kind and all debts and expenses properly chargeable against my residuary estate, to my Trustees, IN TRUST, NEVERTHELESS, to hold manage, invest and reinvest the same, to collect the income thereof, and to dispose of the net income thereof for the educational, charitable, scientific, literary and artistic purposes for which this wholly charitable trust is created and which shall be known as the DORIS DUKE CHARITABLE FOUNDATION, and such trust shall

be held, administered and disposed of subject to the provisions of Article NINE of this Will and for the purposes described in the following Subdivisions A through

A. The Trustees shall pay over from time to time to (i) the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF ENDANGERED WILDLIFE, (ii) the DORIS DUKE FOUNDATION FOR THE PRESERVATION OF NEW JERSEY FARMLAND AND FARM ANIMALS, (iii) the NEWPORT RESTORATION FOUNDATION, (iv) the DORIS DUKE FOUNDATION FOR ISLAMIC ART, and (v) the NEWPORT GARDENS FOUNDATION, INC. (the "Charitable Entities") such funds as may be required by the Charitable Entities to carry out the purposes expressed in the provisions of this Will with respect to the Charitable Entities. Such funds shall be disbursed only after the Trustees make appropriate inquiries into the claimed costs and determine that the funds paid over shall be utilized solely for the purposes expressed. Anything to the contrary above notwithstanding, my Trustees shall distribute such funds to each of the above-named Charitable Entities pursuant to the foregoing provisions of this Subdivision A or pursuant to any other provision of this Will only if, at the time any funds are to be distributed, the Charitable Entity qualifies as a tax-exempt organization, as hereinafter defined.

B. The Trustees may make contributions to tax exempt organizations that have as their purposes the assistance of actors, dancers, singers, musicians and other artists of the entertainment world in fulfilling their ambitions and providing opportunities for the public presentation of their arts and talents.

C. I have a special interest in the preservation of wildlife, both flora and fauna, in the United States and elsewhere, and also a special interest in the prevention of cruelty to children or to animals. The Trustees may make contributions to tax-exempt organizations that they are satisfied are actively and efficiently promoting these goals.

D. The Trustees may make contributions to tax-exempt organizations that they are satisfied are actively and efficiently promoting medical research designed to effectuate cures of major diseases such as cancer and heart disease, and other diseases, including sickle cell anemia, provided that no animals are used to conduct such research.

E. The Trustees may make contributions to tax-exempt organizations that they are satisfied are actively and efficiently promoting anti-vivisectionism.

F. The Trustees may make contributions to tax-exempt organizations that they are satisfied are actively and efficiently promoting ecological endeavors.

G. If the DORIS DUKE CHARITABLE FOUNDATION has income during any year that is not disbursed pursuant to the preceding Subdivisions of this Article EIGHT, the Trustees may make contributions to various universities and colleges in the United States that they are satisfied are actively and efficiently promoting agricultural programs that are for the benefit of the public or of wildlife or of animals.

H. Whenever the Trustees, in the course of any of the investigations that I recognize will be required, need expert, clerical or other types of assistance in conducting such investigations, they are hereby authorized to retain such assistance and to pay the reasonable rates required therefor. These costs shall be charged against income in the year in which such charges or costs are incurred.

I. Notwithstanding anything herein to the contrary, the Trustees may give to any tax-exempt charitable organization any item of tangible personal property they may find impossible or inappropriate to sell or retain.

J. Unless otherwise provided, in the event that the income derived by the DORIS DUKE CHARITABLE FOUNDATION is insufficient in any year to supply the funds that the Trustees deem appropriate to be disbursed pursuant to the foregoing provisions of this Article EIGHT, the Trustees are authorized to invade the principal of the DORIS DUKE CHARITABLE FOUNDATION to supply those funds.

NINE: Each separate wholly charitable trust created pursuant to the provisions of this Will shall be held, administered and distributed by my Trustees for the educational, charitable, scientific, literary and artistic purposes for which it was created subject to the following provisions:

A. The Trustees are hereby authorized, in their sole discretion, at any time and from time to time, to distribute all or any part of the net income and/or principal of the trust to or for the use of such one (1) or more entities, including any organization formed, organized and/or incorporated by the Trustees, qualifying as exempt from Federal income taxes as an organization described in and meeting the requirements of Section 501(c)(3) of the Code, and transfers to which are deductible for income tax and estate tax purposes under the provisions of Section 170(c) and Section 2055 of the Code and, to the extent not inconsistent with the foregoing provisions of the Code, the income tax and estate tax laws of the state of my domicile in effect at the time of my death and in effect at the time of payment or application (herein sometimes referred to as a "tax-exempt organization" or "tax-exempt organizations") as the Trustees, in their sole discretion, shall select in such amounts or proportions, equal or unequal, as the Trustees in their sole discretion, shall determine.

B. The Trustees are hereby authorized, in their sole discretion, to terminate the trust at any time, if the Trustees feel that by so doing the best charitable use will be made of the trust estate of the trust. Upon termination of the trust, the Trustees shall transfer, convey and pay over the principal thereof, as it is then constituted, to such one (1) or more tax-exempt organizations at the time of such termination as the Trustees in their sole discretion, shall select, in such amounts or proportions, equal or unequal, as the Trustees in their sole discretion, shall determine.

C . The administration and distribution of the trust shall be subject to the following restrictions: (i) the trust shall be operated exclusively for purposes allowed for tax-exempt organizations, (ii) no part of the net earnings of the trust shall inure to the benefit of any private individual, except that the Trustees of the trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the trust's general charitable purposes, (iii) no substantial part of the activities of the trust shall be carrying on propaganda or otherwise attempting to influence legislation, (iv) the trust shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, and (v) upon the termination of the trust, the assets of the trust shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

D. Notwithstanding the broad nature of the powers and authority granted to the Trustees by this Article or by any other Article of this Will, the following provisions shall apply to the trust:

1 The Trustees shall distribute the income of the trust for each taxable year at such time or times and in such manner as not to subject the trust to tax under Section 4942 of the Code:

2. The Trustees shall not engage in any act of self-dealing [as defined in Section 4941 (d) of the Code];

3. The Trustees shall not retain any excess business holdings [as defined in Section 4943(c) of the Code] which would subject the trust to tax under Section 4943 of the Code;

4. The Trustees shall not make any investments which would subject the trust to tax under Section 4944 of the Code;

5. The Trustees shall not make any taxable expenditures [as defined in Section 4945(d) of the Code]; and

6. None of the powers and authorities granted to the Trustees under any provision of this Will shall be exercised in such a manner as to disqualify the trust from tax-exempt status under Section 501(c)(3) or to disqualify the interests in the trust given to charity from the charitable deduction allowable in determining the Federal estate tax on my estate.

E. I specifically authorize the Trustees of the trust to form, organize and/or incorporate any tax-exempt organization as more completely set forth in Article TEN of this Will. It would not be inconsistent with my wishes if the Trustees completed the necessary work to bring such foundations into existence as tax.exempt organizations. Furthermore, it would not be inconsistent with my intention if the trust eventually were to terminate in

favor of one or more tax-exempt organizations. However, I leave the decision as to how these matters are handled to the sole discretion of my Trustees.

F. It is my intention by this Article to create a trust conferring a charitable interest which qualifies for a Federal estate tax charitable deduction and which qualifies as an entity exempt from Federal income tax. Accordingly, my Executors or the Trustees are hereby authorized, in their sole discretion, to apply to qualify the trust for tax-exempt status under Section 501(c)(3). In addition, I hereby direct that the provisions of my Will applying to this trust shall be construed in a manner consistent with Sections 2055, 170(c) and 501(c)(3) of the Code and with the regulations and rulings which from time to time may be promulgated thereunder, and that my estate and the trust shall be administered solely in conformity with said sections and the regulations and rulings thereunder. Notwithstanding any provision in this Will which might otherwise suggest or direct a contrary result, should any provision of this Will applying to the trust be inconsistent or in conflict with said Code sections, or the regulations or rulings thereunder, then said Code sections, regulations or rulings shall be deemed to override and supersede such inconsistent or conflicting provisions of this Will. If said Code sections, regulations or rulings at any time require that instruments creating tax-exempt trusts which are intended to be private charitable foundations to which the aforesaid Code sections, regulations and rulings relate contain provisions which are not expressly set forth in this Will, then such provisions shall be specifically incorporated herein by this reference, and shall be deemed to be a part hereof to the same extent as though they had been expressly set forth herein. To those ends, the Trustees may amend the terms of the trust for the sole purpose of complying with the requirements of said Code sections, regulations and rulings.

TEN: A. In addition to the powers and authority granted to my Trustees of each separate wholly charitable trust created pursuant to the provisions of this Will, I grant the Trustees of each such trust the power and authority to create under New York law or the law of any other state a corporation or a trust which will be operated exclusively for the purposes allowed for tax -exempt organizations as described in Subdivision A of Article NINE of this Will, and for the specific charitable purposes for which such wholly charitable trust was created. Such corporations or trusts are hereinafter sometimes referred to as a "foundation" or "foundations".

It is my intention that each of the foundations created hereunder shall be an organization qualifying under Sections 501(c)(3) and 170(c) of the Code, gifts or bequests to which are deductible for federal estate and gift tax purposes under the provisions of Sections 2055(a) and 2522(a), respectively, of the Code. I direct my Trustees to take or cause to be taken such action as may be necessary to qualify these corporations or trusts for

exemption from tax under the Code or other applicable law including, without limitation, establishing procedures for selecting recipients of the funds of these foundations which will comply with requirements existing at that time for obtaining and maintaining their tax-exempt status.

The Certificate of Incorporation, trust agreement or similar document creating each of these foundations shall include provisions (among such other provisions as shall be necessary to create a corporation or trust, gifts and bequests to which are deductible for federal estate and gift tax purposes under the provisions of the Code referred to in the preceding paragraph) providing that (i) these foundations shall be organized and operated exclusively for purposes allowed for tax-exempt organizations, (ii) no part of the net earnings of these foundations shall inure to the benefit of any private individual, except that these foundations shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of their general charitable purposes, (iii) no substantial part of the activities of the foundations shall be carrying on propaganda or otherwise attempting to influence legislation, (iv) the foundations shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office, and (v) upon the termination of each foundation, the assets of the foundation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose.

Those foundations shall not engage in any act of self-dealing, retain any excess business holdings, make any investment, or make any taxable expenditures, so as to subject these foundations to any tax under Sections 4941, 4943, 4944 and 4945, respectively, of the Code. These foundations shall make distributions for each taxable year at such time and in such manner as not to subject these foundations to the tax on undistributed income imposed by Section 4942 of the Code, and shall not otherwise engage in any act which would prevent any transfer under this Will to any of these foundations from qualifying for a deduction in my estate under the applicable sections of the Code, or any similar provision of the law of any state.

B. I direct that the initial directors or trustees of these foundations shall be BERNARD LAFFERTY, MARIAN OATES CHARLES and such three (3) additional persons as BERNARD LAFFERTY (or failing the exercise of such power by Bernard Lafferty, as MARIAN OATES CHARLES) shall designate in writing, signed and acknowledged. BERNARD LAFFERTY (or failing the exercise of such power by Bernard Lafferty, then the initial directors or trustees) shall select the member(s), if any, of these foundations

and determine the procedures for (i) the selection and removal of additional and successor members, directors or trustees, (ii) the selection of officers and (iii) the length of term of each member, director, trustee or officer.

C. Each of the directors or trustees of each foundation shall receive reasonable compensation for serving in such capacity as provided by applicable law; and each director or trustee shall also be entitled to reimbursement for reasonable expenses incurred by him or her in the performance of his or her duties as a director or trustee.

D. No bond or other security shall be required of any director or trustee. In addition to all powers given the directors or trustees by law, the certificate of incorporation creating these corporations or the trust agreements creating these trusts, as the case may be, shall give the directors or trustees all powers necessary and appropriate to carrying out my charitable intentions.

ELEVEN: A. 1. I nominate and appoint BERNARD LAFFERTY as my individual Executor hereunder, but only if he shall agree to accept a maximum commission of Five Million Dollars (\$5,000,000) for the performance of his duties as Executor.

2. I direct BERNARD LAFFERTY to appoint as a co-Executor such bank or trust company (the "corporate Executor") as he, in his absolute discretion, shall select. Such appointment shall be made by an instrument in writing filed with the clerk of the appropriate court. BERNARD LAFFERTY shall have the authority to make such arrangement with a bank or trust company concerning its compensation for acting as corporate Executor hereunder, and the acceptance of such fixed compensation shall be a condition for the appointment of such bank or trust company as co-Executor hereunder. Any bank or trust company appointed pursuant to this authority shall have its principal place of business in the City, County and State of New York and shall be acting as Trustee of personal trusts having aggregate assets of not less than Three Billion Five Hundred Million Dollars (\$3,500,000,000). However, if BERNARD LAFFERTY shall fail to effectively appoint a corporate Executor, then I hereby nominate and appoint UNITED STATES TRUST COMPANY OF NEW YORK, New York, New York, to serve as the sole Executor hereunder, conditioned only upon its willingness to accept a maximum commission of Seven Million Five Hundred Thousand Dollars (\$7,500,000).

3. I authorize, but do not direct, BERNARD LAFFERTY at any time to appoint such one (1) or more individuals as he, in his absolute discretion, shall select as additional or successor individual Executors, provided, however, that BERNARD LAFFERTY may appoint additional individual Executor(s) only if all individual Executors shall agree to accept maximum commissions of Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the performance of their duties as Executors, such amount to be divided among them as BERNARD LAFFERTY shall determine, and any such additional or

successor Executor(s) shall serve for such term and subject to such conditions (including, but not limited to, the right of BERNARD LAFFERTY or some other person selected by BERNARD LAFFERTY to remove any person so appointed) as BERNARD LAFFERTY shall designate in an instrument in writing filed with the clerk of the appropriate court.

4. I authorize BERNARD LAFFERTY, or if he is not serving as an Executor of my Will, then any other person who may then be serving as an Executor [or if there shall be more than one (1) person serving in such capacity, then all such persons, jointly], in his [their] absolute discretion to remove the corporate Executor at any time and, in the event such corporate Executor is removed, I direct the person(s) with such removal power to appoint such bank or trust company as he [they], in his [their] absolute discretion, shall select to act in its place. Any removal and appointment shall be evidenced by an instrument in writing delivered to the corporate Executor and to the bank or trust company being appointed in its place, and shall be filed with the clerk of the appropriate court. The person(s) with such removal power shall have the authority to make such arrangement with such bank or trust company concerning its compensation for acting as successor corporate Executor hereunder, and the acceptance of such fixed compensation shall be a condition for the appointment of such bank or trust company as co-Executor hereunder. Any bank or trust company appointed pursuant to this authority shall have its principal place of business in the City, County and State of New York and shall be acting as Trustee of personal trusts having aggregate assets of not less than Three Billion Five Hundred Million Dollars (\$3,500,000,000).

B. 1. I nominate and appoint BERNARD LAFFERTY as Trustee of each trust created hereunder other than any wholly charitable trust held pursuant to the provisions of Article NINE of this Will.

2. There shall always be at least five (5) Trustees of each wholly charitable trust held pursuant to the provisions of Article NINE of this Will. I nominate and appoint BERNARD LAFFERTY, MARIAN OATES CHARLES and such three (3) additional persons as BERNARD LAFFERTY shall designate and appoint as the initial Trustees of each of the wholly charitable trusts created hereunder and held pursuant to the provisions of Article NINE of this Will. Each person so appointed by BERNARD LAFFERTY shall serve for such term and subject to such other conditions (including, but not limited to, limitations on commissions and the right of BERNARD LAFFERTY or some other person selected by BERNARD LAFFERTY to remove any person so appointed) as BERNARD LAFFERTY in his sole discretion shall designate in an instrument in writing filed with the clerk of the appropriate court.

3. BERNARD LAFFERTY shall be empowered to establish such procedures and other terms and conditions as he in his sole discretion shall deem appropriate for the

appointment of co-Trustees and/or successor Trustees of each separate wholly charitable trust and each other trust held pursuant to the provisions of this Will. Such procedures, terms and other conditions may include, but are not limited to, limitations on commissions and the right of BERNARD LAFFERTY or some other person designated by BERNARD LAFFERTY to remove any person so appointed. If there shall be a vacancy in the trusteeship of any separate trust [which with respect to any wholly charitable trust shall mean that there shall be less than five (5) Trustees serving with respect to such trust], and if BERNARD LAFFERTY shall not have established a procedure for the appointment of a successor Trustee to fill such vacancy, then the then acting Trustee (or all then acting Trustees, jointly) of such trust shall appoint a successor Trustee to fill such vacancy, and to the extent necessary to avoid any such further vacancy, shall establish procedures, terms and conditions for the appointment of further co-Trustees and successor Trustees; provided, however, that such procedure may not be inconsistent with or contravene any procedure, term or condition previously established by BERNARD LAFFERTY. The establishment of any procedure for the appointment of co-Trustees and successor Trustees pursuant to this Paragraph 3, and any appointment of a co-Trustee or successor Trustee pursuant to this Paragraph 3 shall be made by an instrument in writing filed with the clerk of the appropriate court.

4. If there shall be a vacancy in the trusteeship of any separate trust held hereunder which shall not be filled pursuant to the foregoing provisions of this Subdivision B, then I hereby nominate and appoint UNITED STATES TRUST COMPANY OF NEW YORK, New York, New York, to serve as a Trustee of each such trust to fill such vacancy and to establish procedures for the appointment of co-Trustees and successor Trustees as contemplated by Paragraph 3 of this Subdivision B. Any such appointment shall be made by an instrument in writing filed with the clerk of the appropriate court.

5. The Trustees of each trust, other than the DORIS DUKE CHARITABLE FOUNDATION, shall be entitled to receive the annual commissions provided by law in the State of New York from time to time for acting as Trustees hereunder, such commissions to be divided among such Trustees as BERNARD LAFFERTY shall direct pursuant to the powers vested in him under Paragraphs 2 and 3 of this Subdivision, or if he shall fail to so direct, then as may otherwise be provided in any other procedures, terms and conditions duly established by any other person pursuant to Paragraph 3 of this Subdivision, or if there shall be no such direction, then equally among the then acting Trustees. However, with respect to the DORIS DUKE CHARITABLE FOUNDATION, the maximum annual commissions to be paid to all Trustees of that wholly charitable trust shall be one-half (1/2) of the commissions provided by law in the State of New York from time to time for serving as Trustees of such trust. The commissions so payable to the Trustees of the

DORIS DUKE CHARITABLE FOUNDATION shall be divided among such Trustees as BERNARD LAFFERTY shall direct pursuant to the powers vested in him under Paragraphs 2 and 3 of this Subdivision, or if he shall fail to so direct, then as may otherwise be provided in any other procedures, terms and conditions duly established by any other person pursuant to Paragraph 3 of this Subdivision, or if there shall be no such direction, then equally among the then acting Trustees. Notwithstanding the foregoing, if all but not less than all of the then acting Trustees of the DORIS DUKE CHARITABLE FOUNDATION shall petition the court having jurisdiction over such wholly charitable trust for additional commissions based on extraordinary service or for some other compelling reason, then such court may set the amount of any such additional commissions and the allocation thereof among such Trustees if it finds such petition to be meritorious.

C. I hereby confirm that my Executors' commissions and my Trustees' commissions are not to be reduced for the other costs and expenses of administering my estate or of the various trusts created under this Will, including but not limited to the compensation of such employees, agents, accountants, custodians, experts and counsel, legal or investment, as they shall deem advisable to employ, except that if a bank or a trust company shall be serving as an Executor or as a Trustee hereunder, no payment shall be made to such bank or trust company for its custodian or investment counsel services.

D. I authorize any Executor and Trustee, at any time in office, to resign by an instrument in writing, signed and acknowledged in duplicate, one counterpart of which shall be filed in the court in which this Will shall be admitted to probate, and one counterpart of which shall be delivered to the remaining or successor Executors or Trustees or both, as the case may be.

E. Any Executor or Trustee may, at any time and from time to time, by an instrument in writing, delegate any or all of his or her rights, powers, duties, authority and privileges, whether or not discretionary, to any other Executor or Trustee, as the case may be, for such period or periods of time as may be specified in such written instrument, provided, however, that any such instrument shall be revocable at any time and that any Executor or Trustee who is granted any discretionary power hereunder may not delegate such discretionary power to any Executor or Trustee who is not granted such discretionary power.

F. The terms "Executor" and "Executors" wherever used in this Will shall be taken to mean the executor, executrix, executors or administrators for the time being in office, and the terms "Trustee" and "Trustees" wherever used in this Will shall be taken to mean the trustee or trustees for the time being in office and each such Executor and Trustee

shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

G. I direct that no bond or other security shall be required of any Executor (including, without limitation, any preliminary Executor) or Trustee appointed herein or pursuant to the power granted herein for the faithful performance of his her or its duties, any law of any state or jurisdiction to the contrary notwithstanding. To the extent permitted by law, any court of competent jurisdiction shall grant an order for the advance payment of commissions without requiring the posting of a bond by any individual Executor acting hereunder.

H. No beneficiary eligible to receive income or principal from any trust created hereunder by exercise of my Trustees' discretionary power to distribute such income or principal, if such beneficiary shall be acting as a Trustee hereunder, shall exercise or participate in the exercise of such discretionary power to distribute the income or principal to himself or herself.

1. Notwithstanding anything herein to the contrary, each Executor and Trustee hereunder shall be entitled to reimbursement for reasonable expenses incurred by him, her or it in connection with the performance of his, her or its duties as an Executor or Trustee or both hereunder, as the case may be.

J. Ministerial duties of my Executors and my Trustees (such as opening of safe deposit boxes, signing of checks, execution of brokerage transactions relating to securities or commodities, and the like) may be executed by any one Executor or any one Trustee.

K. Although I am a resident of the State of New Jersey, some of my assets are located in the State of New York and it is my desire that my estate shall be administered primarily in the State of New York and shall, to the extent possible, be governed by its laws. It is my desire that this Will be admitted to original probate in the Surrogate's Court in the City, County and State of New York pursuant to the provisions of Section 1605 of the Surrogate's Court Procedure Act of the State of New York, as now in effect and as amended from time to time.

L. I hereby elect, pursuant to Section 3-S.1(h) of the Estates, Powers and Trusts Law of the State of New York, as now in effect and as amended from time to time, that, as to all of my property except any real property or tangible personal property located outside of the State of New York at the time of my death, this Will and the testamentary dispositions herein contained shall be construed and regulated in all respects, not only as to administration but also as to validity and effect, by the laws of the State of New York, and I direct that my fiduciaries shall be deemed to possess all discretionary and other powers granted to them by said laws.

M. Should it be necessary for a representative of my estate to qualify in any fiduciary capacity, whether as executor, administrator or otherwise, in any jurisdiction other than New York or such other state in which the principal administration of my estate shall be pending, my Executors shall appoint such persons(s) and/or a bank or trust company to act as such fiduciary in any such other jurisdiction without giving any security, and to have thereafter the rights, powers, privileges, discretion and duties conferred or imposed upon my Executors by the provisions of this Will.

N. Any corporation which shall, by merger, consolidation, purchase or otherwise, succeed to all or substantially all the personal trust business of any corporation then in office as a fiduciary hereunder shall, thereupon and without any appointment, assignment or other action by anyone, succeed to office hereunder.

TWELVE: Subject to the provisions of Subparagraph f of Paragraph 7 of Subdivision D of Article FIVE hereof, I authorize my Executors and my Trustees, in their absolute discretion, in any case in which they are authorized or directed by any provision of this Will to pay or distribute income or principal to any beneficiary, to apply the whole or any part of such income, and, in case such beneficiary shall be incompetent or otherwise under a legal disability, or by reason of advanced age, illness or other physical or mental incapacity, incapable of handling and disposing of his or her property, as determined by my Executors or my Trustees (other than such beneficiary), as the case may be, in their absolute discretion, the whole or any part of such principal, directly to the care, comfort, maintenance, support, education or use of such beneficiary instead of paying or distributing the same to such beneficiary, or to pay or distribute the whole or any part of such income or principal payable or distributable to any such beneficiary to (i) the guardian, committee, conservator or other legal representative, wherever appointed, of such beneficiary, (ii) the person with whom such beneficiary shall reside, (iii) any other person having the care and control of such beneficiary, or (iv) such beneficiary personally, the receipt of the person to whom any such payment or distribution is so made being a sufficient discharge therefor even though one of my Executors or one of my Trustees may be such person.

THIRTEEN: A . Subject to the provisions of Subparagraph f of Paragraph 7 of Subdivision D of Article FIVE hereof and the provisions of Subdivision F of Article NINE hereof, I authorize my Executors and also my Trustees, in their absolute discretion, with respect to any property, real or personal, left by me or at any time held or acquired by my Executors or Trustees (including accumulated income), and without authorization by any court and in addition to all powers granted to my Executors and Trustees by law:

1. To retain the same for such periods of time as they shall deem advisable without any liability therefore;

2. To sell, exchange or otherwise dispose of the same at such times, in such manner, for cash or on credit, and upon such terms and conditions, as they shall deem advisable;
3. To hold all or any part uninvested for such periods of time as they shall deem advisable;
4. To acquire by purchase or otherwise, and retain so long as may seem advisable, any kind of real or personal property, or undivided interests therein, including, but not limited to, such common or preferred stocks, unsecured obligations, interests in investment companies or investment trusts, interests in discretionary common trust funds, maintained by any corporate fiduciary, whether acting as an Executor or Trustee hereunder or not, and securities, foreign or domestic, or to hold cash uninvested, as may seem advisable, all without diversification as to kind or amount and without being limited to investments authorized by law for the investment of trust funds, it being my intention to give the same power of investment and reinvestment in real and personal property which I might myself possess and exercise as absolute owner of such property;
5. To make such purchases or exchanges at such time, in such manner and upon such terms and conditions as they seem advisable;
6. To manage, maintain, improve, lease (for any term whether or not extending beyond the term of the trusts created by this Will or the term fixed by any law), mortgage, partition or otherwise dispose of any real or personal property or any interest therein, to make repairs and alterations in any buildings now or hereafter located on any such property or to demolish the same, and to construct new buildings, all in such manner and upon such terms and conditions as they shall deem advisable;
7. To foreclose mortgages and bid on property under foreclosure or to take title to property by conveyance in lieu of foreclosure, either with or without payment of consideration; and to continue mortgage investments after maturity, either with or without renewal or extension, upon such terms and conditions as they shall deem advisable; to consent to the modification, renewal or extension of any note, whether or not secured, or any bond or mortgage, or of any term or provision thereof, or of any guarantee thereof, or to the release of such guarantee; to release obligors on bonds secured by mortgages or to refrain from instituting suits or actions against such obligors for deficiencies; to use such part of the property held under this Will as they shall deem advisable for the protection of any investment in real property or in any mortgage on real property;
8. To abandon any property, real or personal, which they shall deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes. water rents, assessments, repairs, maintenance and upkeep of any such property; to permit any such property to be lost by tax sale or other proceedings, or to convey any such property for a nominal consideration or without consideration.

9. To exercise or dispose of any or all options, privileges, or rights, whether to vote, by discretionary proxy or otherwise, or to assent, subscribe or convert, or of any other nature; or to become a party to, or deposit securities or other property under, or accept securities issued under, any voting trust agreement;
10. To assent to or participate in any reorganization, readjustment, recapitalization, consolidation, merger, dissolution, sale or purchase of assets, lease, mortgage, contract or other action or proceeding by any corporation; to deposit securities or other property under, or become a party to, any agreement or plan for any such action or proceeding or for the protection of holders of securities; to subscribe to new securities issued pursuant to any such action or proceeding; to delegate discretionary powers to any reorganization, protective or similar committee; to exchange any property for any other property in connection with any of the foregoing; and to pay any assessments or other expenses in connection with any of the foregoing;
11. To carry on any business or partnership owned by me for such period of time as they shall deem advisable, or to sell or liquidate the same;
12. To adjust, compromise and settle or refer to arbitration any claim in favor of or against my estate or any trust created by this Will, and to institute, prosecute or defend such legal proceedings as they shall deem advisable;
13. To borrow money from themselves or from any other party, whether for the purpose of raising funds to pay taxes or otherwise, and to give or not to give security therefor, all upon such terms and for such periods as they shall deem advisable;
14. To make any loans, either secured or unsecured, in such amounts, upon such terms and to such persons (including any beneficiary of any trust created herein), trusts, partnerships, corporations or other entities as they may determine;
15. To employ and to pay the compensation of such agents, accountants, custodians, experts and counsel, legal or investment, as they shall deem advisable and to delegate discretionary powers to, and rely upon information or advice furnished by such agents, accountants, custodians, experts, or counsel, provided, however, that if a bank or trust company shall be acting as an Executor or Trustee hereunder, no payment shall be made to such bank or trust company for its custodian or investment counsel services;
16. To pay any and all expenses, costs, fees, taxes, penalties or other charges, including the reasonable travel and similar expenses incurred by my Executors and my Trustees in connection with their duties in administering my estate and any trust created herein;
17. To set up reserves for taxes, assessments, insurance, repairs, depreciation, obsolescence and general maintenance on any buildings or other property held by them out of rents, profits or other income received on such buildings or other property;

18. To hold property in their names as Executors or Trustees or, to the extent permitted by law, in their names without designation of any fiduciary capacity or in the name of a nominee or unregistered or in such form as will pass by delivery;

19. To form such corporations or partnerships as they shall deem advisable in connection with the administration or distribution of my estate or any trust, part, fund or share thereof, and to transfer to any such corporation or partnership such property as they shall deem advisable;

20. To drill, test, explore, mine, develop and otherwise exploit any oil, gas, mineral or other interests of any kind in natural resources (including interests commonly known as working interests in oil, gas or any other mineral), and to enter into pooling, unitization, repressurization and any other type of agreements relating to the development, operation and conservation of mineral properties, which, in their discretion, is for the best interests of my estate or of any trust created hereunder;

21. To enter into contracts or grant options at such times, in such manner and upon such terms and conditions as they shall deem advisable, in connection with the exercise of any of the rights, powers, duties, authority and privileges given to them by this Will;

22. To make any payment or distribution required or authorized under this Will either wholly or partly in kind and to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share, pro rata or non pro rata, without regard to differences in the tax bases of any such property;

23. To continue to operate or participate in the operation of any business in which I shall have been engaged, retaining my interest in any such business, as sole proprietor, majority stockholder, general or limited partner or otherwise, as long as may seem advisable, and without liability for any loss suffered by reason of the continued operation of any such business;

24. To comply with all the terms and provisions of every real estate partnership and joint venture agreement to which I may be a party at the time of my death and which evidences any interest which shall become a part of my estate or of the principal of any trust herein created; to succeed me as a member of any such partnership or joint venture, and in connection therewith to execute any consents and to take such other action as in their absolute discretion may seem advisable;

25. To the extent necessary to preserve the value of the interest of my estate or of any trust in any partnership in which I shall have been a participant or to maintain my proportionate interest in any such partnership, to make such loans to or further investments in any such partnership, upon such terms as may seem advisable, without liability for any loss suffered;

26. To pay any and all expenses, costs, fees, taxes, penalties or other charges (including the commissions of my Executors and Trustees) and to charge the same against principal or income. or partly against the principal and partly against the income of the whole or any part of my estate or of any of the trusts, parts, funds or shares created by this Will, except as otherwise expressly provided in Article EIGHTEEN hereof with reference to estate, transfer, succession or other inheritance taxes; and

27. Generally, to exercise all such rights and powers, and to do all such acts, and to enter into all such agreements, as persons owning similar property in their own right might lawfully exercise. do or enter into.

B. In any case in which my Executors or Trustees are required or permitted to divide my estate or any part thereof into trusts, parts, funds or shares, they shall not be required physically to divide any of the investments or other property held hereunder but may assign undivided interests therein to the various trusts, parts, funds or shares.

C. No person dealing with my Executors or Trustees shall be bound to see to the application or disposition of cash or other property transferred to my Executors or Trustees, or to inquire into the authority for or propriety of any action by my Executors or Trustees.

D. I authorize my Executors, in their absolute discretion, to allocate any portion of my exemption under Section 2631 (a) of the Code to any property as to which I am the transferor within the meaning of Chapter 13 of the Code, including any property transferred by me during life as to which I did not make an allocation prior to my death.

E. In connection with valuing my estate for federal estate tax purposes, I authorize my Executors to value my estate as of the date of my death or as of such other date as may be permitted by any alternative method of valuation available under the provisions of the Code, whichever they reasonably believe, at the time of filing the federal estate tax return for my estate, will result in the lowest federal estate tax liability for my estate. Where deductions can be taken, at the option of my Executors, either as income tax deductions or as estate tax deductions, I authorize my Executors to make the election which they reasonably believe may result in the lowest possible federal tax liability for my estate on an overall basis. However, I authorize (but do not direct) my Executors to make an equitable adjustment between the income and principal accounts to eliminate any detriment to either account which may be sustained by reason of their election with respect to any such deduction.

FOURTEEN: A. Dividends, interest, rents, royalties and other similar payments, received in cash by my Executors or Trustees, as the case may be, shall normally be dealt with as income, whether such payments were ordinary or extraordinary and whether or not they were in the nature of liquidating payments or payments on mining stocks or other

assets of a wasting nature (and irrespective of any statement any corporation, other organization or person declaring or making such payments may make with reference thereto), and whether or not the investments to which such payments relate shall have been purchased at a premium and irrespective of the character of the assets or accounts out of which they were paid or the time when they accrued or accumulated or were earned, declared or payable, or the time for the determination of the persons entitled thereto, but my Executors or my Trustees, as the case may be, are authorized, in their absolute discretion, to allocate the whole or any part of such payments to principal if they shall deem such action advisable for any reason.

B. Dividends paid in, or distributions of, or rights to subscribe to (i) securities, whether or not of the same class or issuer and without regard to the rate or percentage thereof or the characterization or accounting treatment thereof by the issuer, or (ii) other property (excluding cash) shall normally be dealt with as principal, but my Executors or my Trustees, as the case may be, are authorized, in their absolute discretion, to allocate to income the whole or any part of any such dividends, distributions or rights if they shall deem such action advisable for any reason.

C. The proceeds from the sale, redemption, or other disposition (whether at a profit or loss) of, and any securities or other property received (whether in a merger, reorganization, consolidation or otherwise) in exchange for, any property constituting principal (including mortgages and real estate acquired through foreclosure of mortgages or otherwise), shall normally be dealt with as principal, but my Executors or my Trustees, as the case may be, are authorized, in their absolute discretion, to allocate to income a portion of any such proceeds, securities or other property if the property disposed of produced no current income or produced current income at a rate which, in their opinion, was substantially less than an appropriate rate for trust investments under the circumstances then prevailing.

D. No part of any income received by my Executors or Trustees, as the case may be, shall be deemed to be principal by reason of the fact that such income was earned or accrued or, in the case of dividends, such dividends were declared prior to the time of death. All such income shall be held and disposed of in all respects as though earned and accrued during the period of administration of my estate.

E. Neither the preceding provisions of this Article nor any other provision of this Will shall be deemed to authorize any act by my Executors or Trustees which may be a violation of any law prohibiting the accumulation of income.

FIFTEEN: A. My Executors may, at any time and from time to time, render an account of their transactions as Executors with respect to my estate to the Trustees of the DORIS DUKE CHARITABLE FOUNDATION.

B. The Trustees of any trust may, at any time and from time to time, render an account of their transactions as Trustees with respect to such trust to the Recipient of such trust and to the DORIS DUKE CHARITABLE FOUNDATION.

C. Such designated person or persons and the DORIS DUKE CHARITABLE FOUNDATION shall have full power to settle finally any such account and on the basis of such account to release the Executors, individually and as Executors, or the Trustees, individually and as Trustees, as the case may be, from all liability, responsibility or accountability for their acts or omissions as Executors or Trustees, as the case may be. In the event that any one or more of such designated persons shall be an infant or under other legal disability, then his or her guardian or committee in any jurisdiction or, in the case of an infant without a guardian, his or her parents or either of them shall have full power to act with respect to any such settlement and release. Any such settlement and release shall be binding and shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an appropriate action or proceeding for the settlement of such an account in which jurisdiction was obtained of all necessary and proper parties.

D. The foregoing provisions shall not preclude the Executors and Trustees from having their accounts judicially settled if they shall so desire.

SIXTEEN: A. No disposition, charge or encumbrance on the income or principal of any trust, or any part thereof, by any beneficiary under this Will by way of anticipation shall be valid or in any way binding upon my Trustees, and no beneficiary shall have the right to assign, transfer, encumber or otherwise dispose of such income or principal, or any part thereof, until the same shall be paid to such beneficiary by my Trustees, and no income or principal or any part thereof shall in any way be liable to any claim of any creditor of any such beneficiary.

B. Unless the context otherwise requires, words in the singular number include the plural, words in the plural number include the singular, words of the masculine gender include the feminine and words of the feminine gender include the masculine.

C. It is my wish that all legacies under this Will shall be satisfied by my Executors as soon as may be practicable after my death, but I direct that the legacies under Subdivisions A and B of article FIVE hereof shall bear interest if not paid within the time specified by law and my Executors shall not be required to take any discount on account of the early payment of any legacy.

D. Notwithstanding any provision of this Will to the contrary, no separate trust, nor any share or portion thereof, shall be held in trust for longer than, nor shall any estate or trust created by the exercise of any limited power of appointment hereunder terminate later than twenty-one (21) years after the date of death of the last survivor of a group

consisting of the descendants of my grandfather, Washington Duke, who are living at the date of my death, all natural persons who are mentioned by name in this Will, and all descendants of all such persons who are living at the date of my death. If at the expiration of such period, any separate trust, or any share or portion thereof, is still held in trust, or any estate has not terminated, the Trustees shall cease to accumulate the net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary of said income, or if there shall be more than one (1) such beneficiary, then to all such beneficiaries in equal shares; provided, however, that no trust or estate shall terminate pursuant to the provisions of this Subdivision D, if such trust or estate would otherwise be legally valid without the application of the provisions of this Subdivision D.

SEVENTEEN: In the event that any beneficiary under this Will and I or any other person upon whose death such beneficiary shall become entitled to receive either income or principal hereunder shall die in a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived the other, then I direct that for the purposes of this Will such beneficiary shall be deemed to have predeceased me or such other person, as the case may be.

EIGHTEEN: A. I direct that all estate, transfer, succession or other inheritance taxes including the supplemental estate tax on certain qualified benefits, or any interest or penalty thereon imposed by the United States or any state thereof or any foreign country or any subdivision thereof, insofar as such taxes and interest and penalty are imposed with respect to any property or interest passing under this Will, shall be paid out of my entire residuary estate and treated as an expense of administration. All such taxes, interest or penalty imposed with respect to any other property shall be apportioned against and paid out of such property.

B. My Executors may compromise any death taxes, including, without limitation, any such taxes the assessment, computation or payment of which may be required by law to be delayed or postponed, and may pay any such compromised tax at any time without notice to or the consent of and without liability to any person who may be or become a beneficiary under this Will, whether or not any such person shall be a minor or under any other legal disability or not in being.

NINETEEN: If any legatee, devisee or beneficiary under this Will shall in any way directly or indirectly contest or object to the probate of this Will, or dispute any clause or provision hereof, or exercise or attempt to exercise any right of election or other right to take any part or share of my estate against the provisions of this Will, or institute or prosecute, or be in any way directly or indirectly interested in or instrumental in the institution or prosecution of, any action, proceeding, contest or objection, or give any notice for the

purpose of setting aside or invalidating this Will, or any clause or provision hereof, then and in each such case all provisions for such legatee, devisee or beneficiary above contained in this Will or any other benefit to which such legatee, devisee or beneficiary might become entitled including, without limitation, any benefit which may pass pursuant to the rules governing intestate succession, shall be wholly void and ineffectual, and my estate shall be disposed of in like manner as though such legatee, devisee or beneficiary, if an individual, had predeceased me or, if a corporation or other entity, had ceased to exist prior to my death.

TWENTY: In any judicial proceeding relating to this Will, my estate or any trust or other fund created hereunder, where a party to the proceeding has the same interest as a person under a disability, it shall not be necessary to serve the person under the disability.

TWENTY-ONE: As indicated in Article SEVEN, it is my intention that Chandi Heffner not be deemed to be my child for purposes of disposing of property under this my Will (or any Codicil thereto). Furthermore, it is not my intention, nor do I believe that it was ever my father's intention, that Chandi Heffner be deemed to be a child or lineal descendant of mine for purposes of disposing of the trust estate of the May 2, 1917 trust which my father established for my benefit or the Doris Duke Trust, dated December 11, 1924, which my father established for the benefit of me, certain other members of the Duke family and ultimately for charity.

I am extremely troubled by the realization that Chandi Heffner may use my 1988 adoption of her (when she was 35 years old) to attempt to benefit financially under the terms of either of the trusts created by my father. After giving the matter prolonged and serious consideration, I am convinced that I should not have adopted Chandi Heffner. I have come to the realization that her primary motive was financial gain. I firmly believe that, like me, my father would not have wanted her to have benefited under the trusts which he created, and similarly, I do not wish her to benefit from my estate. Accordingly, I specifically authorize and direct my Executors to steadfastly take any and all actions and to expend such funds as my Executors in their sole discretion deem appropriate in order to prove the validity of this my Will for the purpose of having it admitted to probate. I also specifically authorize and direct my Executors to steadfastly take any and all actions and to expend such funds as my Executors in their sole discretion shall deem advisable in order to prove the effective exercise of the power of appointment described in Article SEVEN of this my Will over the principal and income of the trust created by my father, J.B. Duke, as Grantor and Trustee, dated May 2, 1917.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my seal to this my Last Will and Testament on this 5th day of April, 1993.

Doris Duke (seal)

Each of the undersigned thereupon signed his or her name as a witness at the end of said Will at the request of said Testatrix and in her presence and sight and in the presence and sight of each other.

Said Testatrix was, at the time of so executing said Will, over the age of 18 years and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a will.

The Testatrix, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech or from any other physical or mental impairment which would affect her capacity to make a valid will. The will was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said Testatrix at said time and makes this affidavit at her request.

The within Will was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signature of said Testatrix and of the undersigned.

The foregoing instrument was executed by the Testatrix and witnessed by each of the undersigned affiants under the supervision of Michael E.S. McCarthy, attorney-at-law.

9.1.3. Testament d'Elizabeth Edwards⁶

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

LAST WILL AND TESTAMENT

I, ELIZABETH ANANIA EDWARDS, of Orange County, North Carolina, do hereby revoke all Wills and Codicils heretofore made by me and do hereby make, publish and declare this my Last Will and Testament in the form and manner as follows:

ARTICLE I

I direct that all my just debts, my funeral expenses (including the cost of a suitable grave marker), the expense of my last illness, and the costs of administering my estate be paid out of the assets of my estate as soon as practicable after my death.

ARTICLE II

I direct that all estate and inheritance taxes and other taxes in the general nature thereof (together with any interest or penalty thereon) which shall become payable upon or by reason of my death with respect to any property passing by or under the terms of this Will or any Codicil to it hereafter executed by me, or with respect to any other property included in my gross estate for the purpose of such taxes (including life insurance proceeds) shall be paid by my Executor out of my residuary estate, without apportionment.

ARTICLE III

I appoint my daughter, CATHARINE ELIZABETH EDWARDS, to be the Executor of this my Last Will and Testament, and I direct that no bond be required of her as Executor. If my daughter shall not survive me or for any reason shall not serve as Executor, or, having qualified, shall die resign, I appoint BARBARA B. WEYHER to be the Executor of this my Last Will and Testament, and I direct that no bond be required for her as executor. If I am the surviving parent of any child of mine who shall be a minor at the time of my death, I appoint my daughter, CATHARINE ELIZABETH EDWARDS, to be the guardian of the person of any of my minor children, and I direct that no bond be required of her as guardian.

ARTICLE IV

All of my furniture, furnishings, household goods, jewelry, china, silverware and personal effects and any automobiles owned by me at the time of my death I give

⁶ Last Will and Testament of Elizabeth Edwards. Recuperat de:
<https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-elizabeth-edwards.html>

and bequeath to my children who shall be living at the time of my death and to the living issue of any deceased child per stirpes, to be divided among them with such equality and appropriateness as my Executor, in her sole discretion, shall determine. If any beneficiary of property under this Article shall be a minor, the minor's share may be delivered to the person with whom the minor is residing, or to the minor's legal guardian, or directly to the minor. The receipt of the guardian, or the person with whom the minor resides, or the receipt of the minor shall constitute a full acquittance of my Executor with respect to the property so delivered. This authority is given my Executor notwithstanding any statute or rule of law to the contrary. I direct that any expenses incurred in safeguarding or delivering such property be paid from my estate as an administrative expense thereof.

ARTICLE V

I bequeath and devise and appoint all the residue and remainder of my property and estate of every nature and wheresoever situated, hereinafter referred to as my residuary estate, to CATHARINE ELIZABETH EDWARDS, or to the then acting Trustee, in trust, as an addition to the property held by her as Trustee under the terms of a certain Revocable Declaration of Trust, entered into by me, as Grantor and Trustee, dated December 2, 1992, but amended and restated prior to the execution of this Will, to be apart of the trust and to be managed in accordance with the terms and provisions of the Revocable Declaration of Trust as amended and restated.

ARTICLE VI

I hereby grant to my Executor, including any substitute or successor personal representative, the continuing absolute, discretionary power to deal with any property, real or personal, held in my estate, as freely as I might in the handling of my own affairs. Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority, and no person dealing with my Executor shall be required to inquire into the propriety of any of her actions. Subject to North Carolina General Statutes, Section 32-26, I hereby grant to my Executor all the powers set forth in North Carolina General Statutes, Section 32-27, and these powers are hereby incorporated by reference and made a part of this instrument, and such powers are intended to be in addition to and not in substitution of the powers conferred by law.

ARTICLE VII

I have three living children, CATHARINE ELIZABETH EDWARDS, EMMA CLAIRE EDWARDS and JOHN ADICUS EDWARDS. As used in this Will, the term "issue" shall include adopted and after born issue. Where required by context in this Will,

9.1.4. Testament de Henry J. Fonda⁷

LAST WILL AND TESTAMENT

of

HENRY J. FONDA

I, HENRY J. FONDA, a resident of Los Angeles County, California, declare this to be my Last Will and revoke all former Wills and Codicils thereto.

FIRST: I declare that I am married to Shirlee Adams Fonda, and that we have no issue. I further declare that I have three children by previous marriages: My daughter Jane Fonda Hayden and Amy Fonda Fishman, and my son Peter Henry Fonda.

SECOND: It is my wish that there be no funeral or memorial service at the time of my death, and that my remains be promptly cremated and disposed of without ceremony of any kind.

THIRD: I AM PROVIDING PRIMARILY FOR MY WIFE Shirlee and my daughter Amy because they are dependent upon me for their support. I have made no provision in this Will for Jane or Peter, or for their families, solely because in my opinion they are financially independent, and my decision is not in any sense a measure of my deep affection for them.

FOURTH: I give to my wife Shirlee, if she is living 30 days after the date of my death, all of my personal effects, clothing and automobiles, together with any interest I may have in our furniture, furnishings and objects of art. Should Shirlee not be living 30 days after the date of my death then I give my personal effects and clothing to my son Peter to be disposed of as he deems best, and the balance of this gift shall lapse.

FIFTH: I give \$200,000.00 to my daughter Amy, if she is living 90 days after the date of my death. If Amy is not living at the time then this gift shall lapse.

SIXTH: I give the residue of my estate, of whatsoever kind and nature, and wheresoever situated, to Shirlee Adams Fonda, if she is living 90 days after the date of my death.

SEVENTH: If Shirlee is not living 90 days after the date of my death, then I give the aforesaid residue of my estate to the Omaha Community Playhouse, at Omaha, Nebraska, to be used for such capital improvements, and for the maintenance and

⁷ Last Will and Testament of Henry Fonda. Recuperat de:
<https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-henry-fonda.html>

operation thereof, as the governing body of said Playhouse deems proper, this gift to be known as "The Henry and Shirlee Fonda Bequest."

EIGHT: I direct that all Federal and state estate, inheritance and succession taxes payable by reason of my death, and whether or not attributable to properties subject to probate administration, be charged to and paid from the residue of my probate estate as a whole, without allocation to or apportionment among the residuary beneficiaries.

NINTH: Except as otherwise provided herein, I have intentionally and with full knowledge omitted to provide for my heirs, including any persons who may claim to be my issue. If any beneficiary under this Will, or any legal heir of mine, or any person claiming under any of them, shall contest this Will or attack or seek to impair or invalidate this Will, or any part or provision hereof, or conspire with or voluntarily assist anyone attempting to do any of those things, in that event I specifically disinherit each such person and all legacies, bequests, devises and interests given under this Will to that person shall lapse and be forfeited, and shall be disposed of as if such person (together with anyone claiming through such person (together with anyone claiming through such person under nay anti-lapse law) had predeceased me without issue.

TENTH: I appoint Shirlee Adams Fonda, Peter Henry Fonda and Richard M. Rosenthal as Executors of this Will, and should any one or more thereof be dead or unable or unwilling so to act, or should any one or more of them fail to complete the administration of my estate, then I appoint the remaining persons or person as Executors> or Executor.

No bond shall be required of any Executor acting hereunder, and the Executors or Executor acting hereunder shall have full power and authority to lease, sell, exchange or encumber the whole or any part of my estate, at public or private sale, with or without notice, subject only to such confirmation of court as may be required by law; shall have full power and authority to continue to operate any business or other enterprise in which my estate has an interest, the profits and losses therefrom to inure to and be chargeable against my estate as a whole; and shall have full power and authority to distribute the assets of my estate in cash or in kind, allocating assets among the beneficiaries and following such procedure as said Executor deems reasonable.

The Executors or Executor acting hereunder are further empowered to invest and reinvest surplus moneys of this estate in such types of investments, both real and personal, as may be selected in the discretion of such Executors or Executor including corporate obligations of every kind, preferred or common stocks and common trust funds, subject only to such authorization of court as may be required by law.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of January, 1981.

Date Sep _____ 13, _____ 1982

Attest: Los Angeles County Clerk

Henry J. Fonda

By: _____ Deputy

On the date written below, HENRY J. FONDA, declared to us, the undersigned, that this instrument, consisting of 3 pages including the page signed by us as witnesses, was his Will and requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time.

At this time HENRY J. FONDA is over eighteen years of age and appears to be of sound mind. We have no knowledge of any facts indicating that this instrument, or any part of it, was procured by duress, menace, fraud or undue influence. Each of us is now over eighteen years of age. We now, in his presence and in the presence of each other, subscribe our names as witnesses.

Executed on January 22, 1981, at Los Angeles, California.

We declare under penalty of perjury that the foregoing is true and correct.

Residing at _____

Residing at _____

Residing at _____

9.1.5. Testament de James Gandolfini⁸

LAST WILL AND TESTAMENT OF JAMES GANDOLFINI

I, JAMES GANDOLFINI, a resident of the City, County and State of New York, and a citizen of the United States of America, being of full age, sound mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Last Wills and Testaments and Codicils thereto attached, heretofore made by me.

FIRST: I direct that all of my just debts, funeral expenses, last illness expenses, if any, and the cost of administration of my estate be paid out of the assets of my estate as soon after my demise as may be practicable. Such debts shall not include obligations secured by mortgages on real property and loans secured by a cooperative apartment.

SECOND: I direct that all inheritance, estate, transfer, succession and other death taxes and duties (including any interest or penalties thereon) imposed by any jurisdiction whatsoever by reason of my death (exclusive of any tax imposed as a result of any generation-skipping transfer under the Internal Revenue Code of 1986 as amended or a corresponding provision of state law) upon or with respect to any property includible in my estate for the purpose of any such taxes or duties, whether such property passes under or outside, or has passed outside the provisions of this Will or any Codicil hereto, be paid from the principal of my residuary estate without apportionment.

THIRD: A) I give all my clothing and jewelry to my son, MICHAEL GANDOLFINI, to be his absolutely, if he survives me, and which property he may distribute, in his sole determination, and if he does not survive me, then to my wife, DEBORAH LIN, to be hers absolutely, if she survives me, and which property she may distribute, in her sole determination, and if she does not survive me, to my Executors to be divided as my Executors shall determine, which determination shall be conclusive and binding upon all persons interested in my estate.

B) I give all my other tangible personal property (other than currency) to my wife, DEBORAH LIN, to be hers absolutely, if she survives me, and which property

⁸ Last Will and Testament of James Gandolfini. Recuperat de:
<https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-james-gandolfini.html>

she may distribute, in her sole determination, and, if she does not survive me, then to my Executors to be divided as my Executors shall determine, which determination shall be conclusive and binding upon all persons interested in my estate.

C) Any expenses which may be incurred in selling, storing, packing, shipping and insuring any of such tangible property, including any expense which may be incurred in delivering such property to the designated beneficiary or beneficiaries thereof shall be charged against the principal of my estate and treated as an expense of administering my estate.

FOURTH: I devise and bequeath the following:

A) To my assistant, PAULETTE FLYNN BOURNE a/k/a TRIXIE FLYNN, the sum of Two Hundred Thousand (\$200,000.00) Dollars, provided she shall survive me;

B) To my friend, FATIMA BAE, the sum of Fifty Thousand (\$50,000.00) Dollars, provided she shall survive me;

C) To my niece, LAURA ANTONACCI, the sum of Five Hundred Thousand (\$500,000.00) Dollars, provided she shall survive me;

D) To my niece, JENNA ANTONACCI, the sum of Five Hundred Thousand (\$500,000.00) Dollars, provided she shall survive me;

E) To my godson, ROBERT JOSEPH PARISH, the sum of One Hundred Thousand (\$100,000.00) Dollars, provided he shall survive me.

F) To my friend, Thomas A. Richardson, the sum of Two Hundred thousand (\$200,000.00) Dollars, provided he shall survive me;

G) To my friend, Doug Katz, the sum of Fifty Thousand (\$50,000.00) Dollars, provided he shall survive me with the hope that he will use it for the benefit of his son.

FIFTH: I direct my Executors to and I give and grant to the Trust which I have created for the benefit of my beloved son, Michael GANDOLFINI, a first option to purchase all my right, title and interest in Condominium Unit No. 5C, together with Parking Space Number 9, located at 429 Greenwich Street, New York, New York at its fair market value. In the event that said trust does not purchase from my estate Condominium Unit No. 5C, together with Parking Space Number 9, located at 429 Greenwich Street, New York, New York then the same shall be a part of my residuary estate and be disposed of in accordance with the provisions hereinafter contained in this my, Last Will and Testament, regarding the disposition of my residuary estate.

SIXTH: I have provided for my wife, DEBORAH LIN, as set forth in Articles Third and Eighth (B) herein. I have also made other provisions for DEBORAH LIN and

therefore, I am not making any further provisions for her under this, my Last Will and Testament.

SEVENTH: I give, devise and bequeath to my Trustees, hereinafter named, IN TRUST NEVERTHELESS, all of my right, title and interest in and to the house and land which I own in Italy. My Trustees shall hold the same for the benefit of my son, Michael Gandolfini and my daughter Liliana Ruth Gandolfini. The interest of my son, Michael Gandolfini in this Trust shall be fifty (50%) percent and the interest of my daughter, Liliana Ruth Gandolfini shall be fifty (50%) percent. Upon both beneficiaries of this trust reaching the age of twenty-five (25) said property shall be transferred to them in such percentages. It is my hope and desire that they will continue to own said property and keep it in our family for as long as possible.

EIGHTH: A) I give, devise and bequeath all the rest, residue and remainder of my estate, of whatsoever nature and wheresoever situate, including any lapsed legacies, bequests and devises, (sometimes referred to herein as my "residuary estate") as follows:

- I) Thirty Percent (30%) to my sister, LETA GANDOLFINI;
- II) Thirty Percent (30%) to my sister, JOHANNA ANTONACCI;
- III) Twenty Percent (20%) to my wife, DEBORAH LIN;
- IV) Twenty Percent (20%) to my daughter, LILIANA RUTH

GANDOLFINI.

B) In the event that any of the above-named beneficiaries shall predecease me or die with me in or as the result of a common accident or disaster or under such circumstances that it is doubtful who died first, then the interest of such a deceased residuary estate beneficiary I give devise and bequeath to the remaining residuary estate beneficiaries in equal shares, share and share alike. In the event that any two of the above-named beneficiaries shall predecease me or die with me in or as the result of a common accident or disaster or under such circumstances that it is doubtful who died first, then the interest of such a deceased residuary estate beneficiaries I give devise and bequeath to the remaining residuary estate beneficiary.

NINTH: I have in mind my beloved son, MICHAEL GANDOLFINI, but I am not providing for him other than as set forth in this my Last Will and Testament because I have made other provisions for him.

TENTH: Whenever, pursuant to the provisions of this, my Will, any share of my estate or any income therefrom shall be payable or distributable to any beneficiary who is under twenty-one (21) years of age, the same shall absolutely vest in and belong to such beneficiary, but payment thereof may be deferred, and I authorize my Trustees, in their sole and uncontrolled discretion, to hold the same and to retain the custody and control thereof, and to administer the same on the beneficiary's behalf, and to

accumulate the income therefrom, If any, with all the investment and other powers hereinafter granted to them as Trustees, and I direct that they shall apply so much of the income and principal thereof as in their discretion they may deem advisable and proper from time to time for the support, education and maintenance of such beneficiary, and upon such beneficiary's attaining the age of twenty-one (21) years, to pay over to such beneficiary whatever principal and income may then remain in their hands, or in the event such beneficiary shall die prior to attaining the age of twenty-one (21) years, then to the estate of such beneficiary.

ELEVENTH: Any income or corpus to be applied for the use and benefit of a beneficiary under the age of twenty-one (21) years, under the provisions of this Will, may be so applied by the Executors and Trustees either directly or by making payment, without bond, to such beneficiary, or to a guardian of the person or of the property of such beneficiary, or to any head of any household with whom such beneficiary resides, for the use of such beneficiary, in which event the receipt of such beneficiary, parent, guardian or person, as the case may be, shall be a complete discharge to the Executors or Trustees making such payment; such person need not be legally appointed the guardian of such beneficiary, nor shall such beneficiary, guardian or person be obligated to give any accounting for the disposition of said income or corpus except on the written request of the Executors or Trustees hereunder.

TWELFTH: No principal or income payable or to become payable under any trust created by this Will shall be subject to anticipation or assignment by any beneficiary thereof, or to attachment by or to 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 such beneficiary prior to its actual receipt by the beneficiary.

THIRTEENTH: In addition to, and not in limitation of, the powers and discretions elsewhere herein granted and conferred by law, I give and grant to my Executors and Trustees, in the administration of my estate and the Powers-in-Trust hereunder and, insofar as pertinent, in the administration of accumulated income held hereunder, the following powers and discretions:

A) To retain, in their absolute discretion and for such period or periods as shall seem advisable to them, all or any part of the property owned by me at the time of my death, the property received at the commencement of any Trust and the property received in substitution therefore.

B) To Invest and reinvest the funds of my estate or of any Trust, in property of any kind, real, personal, mixed or chooses in action, irrespective of any statute, case, rule or custom limiting the investment of estate or Trust funds.

C) To continue and to operate any business or interest therein I may own

at the time of my death for such time as they shall deem advisable; to engage in any other business; to become or remain a partner, general or special, in any business; to incorporate any such business and hold the stock thereof as an investment; and to provide capital for and employ agents to manage and operate any such business without liability or indebtedness resulting from the operation thereof if the management is selected with reasonable care.

D) To sell at public or private sale, exchange, mortgage, lease (although the term of the lease may extend beyond the term of any Trust) and otherwise manage and deal with real estate and rights below and above its surface.

E) To exercise all rights as the owner of securities including, among others, the right to vote by proxy, participate in reorganizations and voting Trusts and hold stock in their own names, jointly or severally, or in the name of a nominee, with or without disclosing the fiduciary relationship.

F) To carry out the terms of any agreement I may have entered into to sell all or any part of any property or any interest I may own in any business at the time of my death.

G) To borrow money and mortgage or pledge the property of my estate or any Trust as security therefor; to advance money for the protection of my estate or any Trust and secure such advances by a lien on the property of my estate or any Trust; and to advance income to beneficiaries and secure such advance by a lien on the future benefits of such beneficiaries.

H) To make allotments and distribution in kind without regard to the income tax basis of any assets.

I) To compromise and arbitrate claims in favor of or against my estate or any Trust.

J) To determine, in their sole discretion, what is income or corpus of my estate or any Trust and to apportion and allocate all receipts, credits, disbursements, expenses and charges to income or corpus as they shall deem proper and, except insofar as they shall exercise such discretion, matters relating to the rights of beneficiaries among themselves as to corpus and income shall be governed by the rules of law applicable from time to time.

K) To deduct from the income of my estate or any Trust a reserve for depreciation of any depreciable asset and to authorize the income beneficiary thereof to take such deduction or to apportion such deduction between themselves, as fiduciaries, and the income beneficiary in such manner as they shall deem proper.

L) To sell property to or purchase property at public or private sale from any Trust created hereunder with the proceeds or funds from any such other Trust for a

consideration equal to the then fair market value of the property notwithstanding that they may be the fiduciaries of both the selling and purchasing Trust.

M) To execute and deliver any written instruments which they may deem advisable to carry out any power, duty or discretion granted to them, and all persons shall be fully protected in relying upon their power to execute every such instrument and no one shall be obligated to see to the application by them of any money or property received by them pursuant to the execution and delivery of any such instrument.

N) Whenever they shall have the right to elect whether any item of expense connected with the administration of my estate or of any Trust shall be claimed as a deduction for income tax purposes or claimed, instead, as a deduction for estate tax purposes to exercise such right of election in such manner as they may, in their absolute discretion, determine to be advisable even though the manner in which such election is exercised may result in an advantage or disadvantage to any beneficiary as compared with any other beneficiary.

O) Whenever required to make a distribution or transfer of all or a part of the assets of my estate or of any Trust, to retain therefrom assets sufficient, in their judgment, to cover any liability which may then or later be imposed upon them including, but not limited to, their liability for estate, inheritance, income or other taxes, until such liability shall have been finally determined.

P) The Executors and Trustees shall have sole custody of all securities, papers, personal property and cash comprising my probate or Trust estate and solely perform all ministerial duties. No individual Executor or Trustee shall be obligated, but may if he wishes to sign or countersign checks for the disbursement of estate or Trust funds.

Q) All powers, duties and discretionary authority granted to the Executors and Trustees may be exercised by them without posting any bond, without obtaining any order from or the approval of any Court and without any notice to or consent of anyone. The Executors and Trustees are not to be answerable for any loss that does not occur through their own default or negligence. A successor Executor or a successor Trustee shall succeed to all the powers, duties and discretionary authority of the original Executors and Trustees.

R) To hold, manage, invest and account for the Trusts created hereunder, in whole or in part, in solido, in one or more consolidated funds as they, in their sole discretion, may from time to time determine. In such event, the division of such funds into the Trusts need be made only on the Trustees' books of account in which each Trust shall be proportionately" charged and credited. No such consolidation holding, however, shall be deemed to defer or postpone the vesting or distribution, in accordance with the

terms of this, my Will, of any property held in Trust.

S) Any Executor or Trustee may, with the consent of the other, delegate any or all of his or her or its powers, duties and discretions to any other Executor or Trustee by an instrument in writing and may revoke such delegation at will in the same manner.

T) To employ brokers, banks, custodians, investment counsel, attorneys, accountants and such other agents, professional or otherwise, and to delegate to them such of their duties, rights and powers as they may determine and for such periods as may be deemed proper without liability for any mistake or default of any such person selected or retained with reasonable care and prudence and to pay them, or any of them, reasonable compensation which shall be deemed part of the expenses of my estate or of the Trusts or Powers-in-Trust hereunder, as the case may be.

U) In case it shall become necessary or proper to divide all or any part of my estate or any Trust hereunder into parts or shares or to distribute the same, to make such division or distribution, in their discretion, in money, in kind, or partly in money and partly in kind; and, if such division is for the purpose of enabling any asset to be held pursuant to a Trust or a Power-in-Trust, to effect such division, in whole or in part, in their sole discretion, by allocating to each part or share an undivided interest in such asset.

V) In the event it shall be necessary or proper for my Executors or Trustees to distribute any part of my estate or any Trust hereunder, then and in their sole and absolute discretion, they shall have the power to make non-pro-rata distributions.

W) To join with my wife in filing any income tax return for any year in which such joinder is permitted by law and to pay all or such ratable share of any taxes thereon as they shall deem proper and to consent to any gifts made by my wife during my lifetime as having been made one-half by me for the purpose of any gift tax law, and the exercise of such authority shall be final and conclusive and not subject to question by any persons.

FOURTEENTH: A) I hereby nominate, constitute and appoint my wife, DEBORAH LIN, my sister, LETA GANDOLFINI, and my attorney and friend, ROGER S. HABER, as Co-Executors of this, my Last Will and Testament. In the event that DEBORAH LIN or LETA GANDOLFINI or RQGER S. HABER shall predecease me, fail to qualify, resign or to act as Executor for any reason whatsoever, then I direct that the Co-Executors or sole remaining Co-Executor may continue to act as such without the necessity of appointing substitute or successor Co-Executors in the others place and stead. I direct that my Co-Executors, whether acting together or singly or in any combination, shall not be required to furnish any bond or other security for the faithful performance of their duties in any jurisdiction whatsoever, any law to the contrary notwithstanding.

B) I hereby nominate, constitute and appoint my wife, DEBORAH LIN, my

sister, LETA GANDOLFINI, and my attorney, ROGER S. HABER, Co-Trustees of the Powers-in-Trust created under this, my Last Will and Testament. In the event DEBORAH LIN or LETA GANDOLFINI OR RQGER S. HABER shall predecease me, resign, fall to qualify or cease to act as Co-Trustee for any reason whatsoever then I nominate, constitute and appoint my sister, JOHANNA ANTONACCI, as substitute or successor Co-Trustee hereunder. I direct that my Co-Trustees, whether serving together or singly or in any combination, shall not be required to furnish any bond or other security for the faithful performance of their duties in any capacity in any jurisdiction whatsoever, any law to the contrary notwithstanding.

C) No individual Executor or Trustee acting hereunder shall be liable or responsible for the neglect or default of any other Executor or Trustee nor for the neglect or default of any agent selected or appointed with reasonable care, and my individual Executors and Trustees shall not be liable or accountable for any act performed, permitted or omitted by them, or by reason of any loss or diminution in value suffered by my estate or any Trust herein established except for acts of fraud or gross negligence. No fiduciary at any time acting hereunder shall be required to file periodic accountings in the court in which this Will shall be admitted to probate, but such fiduciary may do so at any time or times if he or she shall deem the filing of any such accounting advisable.

FIFTEENTH: In the event that the mother of a minor child of mine, predeceases me or cannot serve as guardian of such child for any reason whatsoever, then I appoint my sister, LETA GANDOLFINI, as Guardian of my minor children. In the event the mother of a minor child of mine and LETA GANDOLFINI, both predecease me or cannot serve as guardian of such child for any reason whatsoever, I hereby appoint my sister, JOHANNA ANTONACCI, as substitute or successor Guardian hereunder. I direct that my Guardian and my substitute or successor Guardian shall not be required to furnish any bond or other security for the faithful performance of her duties in any jurisdiction whatsoever, any law to the contrary notwithstanding.

SIXTEENTH: No person dealing with my Executors, Trustees or Guardians shall be required to see to the application of any property paid or delivered to them, or to inquire into the expediency or propriety of any transaction, or the authority of my Executors or Trustees or Guardians to enter into and consummate the same upon such terms as they may deem advisable.

SEVENTEENTH: If any beneficiary or beneficiaries under this Will, and I, or any person upon whose death such beneficiary or beneficiaries would have otherwise become entitled to receive any income or principal hereunder should die in a common accident or disaster, or as a result of a common accident or disaster, or under such circumstances that it is doubtful who died first, then all of the provisions of this Will shall

take effect in like manner as if such beneficiary or beneficiaries had predeceased me or such other person, as the case may be.

IN WITNESS WHEREOF, I have subscribed and sealed and do publish and declare these presents as and for my Last Will and Testament in the presence of the witnesses attesting the same the 19th day of December in the year Two Thousand and Twelve.

_____ (L.S.)

_____ residing at

_____ residing at

The above instrument, consisting of fifteen (15) pages, of which this is the fifteenth (15th) page, was, at the date thereof, subscribed, sealed, published and declared by the Testator, JAMES GANDOLFINI, as and for his Last Will and Testament in the presence of us and each of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto the 19th day of December in the year Two Thousand and Twelve.

State of _____)

) ss.

County of _____)

Each of the undersigned, individually and severally, being duly sworn, deposes and says: The within Will was subscribed in our presence and sight at the end thereof by JAMES GANDOLFINI, the within named Testator on the 19th day of December, 2012, at _____

Said Testator at the time of making such subscription, declared the instrument so subscribed to be his Last Will.

Each of the undersigned thereupon signed his or her name as a witness at the end of said Will at the request of said Testator, in his presence and sight and in the presence and sight of each other.

Said Testator was, at the time of so executing said Will, over the age of eighteen years and, in the respective opinions of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Will.

Said Testator, in the respective opinions of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect his capacity to make a valid Will. The Will was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said Testator at such time and makes this affidavit at his request.

The within Will was shown to the undersigned at the time this affidavit was made and was examined by each of them as to the signatures of said Testator and of the undersigned.

The foregoing instrument was executed by said Testator and witnessed by each of the undersigned affiants under the supervision of _____, an attorney-at-law.

Sworn to before me this 19th day of December, 2012.

Notary Public

State of)
) ss.
County of)

I, JAMES GANDOLFINI, have designated my attorney ROGER S. HABER an Executor

in my Last Will and Testament dated December 19, 2012.

Prior to signing my Last Will and Testament, I was Informed that:

1. Subject to limited statutory exceptions, any person, including an attorney, is eligible to serve as my executor;

2. Absent an agreement to the contrary, any person, including an attorney, who serves as an executor for me is entitled to receive statutory commissions for executorial services rendered to my estate;

3. Absent execution of this disclosure acknowledgement, the attorney who prepared the Will, a then affiliated attorney, or any employee of such attorney or a then affiliated attorney, who serves as an executor shall be entitled to one-half the commissions he or she would otherwise be entitled to receive and;

4. If such attorney serves as my executor, and he or she or another attorney affiliated with such attorney renders legal services in connection with the executor's official duties, he or she is entitled to receive just and reasonable compensation for those legal services, in addition to the commission to which an Executor is entitled.

Dated December 19, 2012.

JAMES

(L.S.)
GANDOLFINI

WITNESSES:

Sworn to before me this 19th

day of December, 2012.

Notary Public

9.1.6. Testament de Jim Morrison⁹

Last Will and Testament of Jim Morrison

I, James D. Morrison, being of sound mind and disposing body, memory and understanding, and after considerations of all persons, the object of my bounty and with full knowledge of the nature and extent of my assets, do hereby make, publish and declare my Last Will and Testament, as follows:

FIRST: I declare that I am a resident of Los Angeles County, California; that I am unmarried and have no children.

SECOND: I direct the payment of all debts and expenses of last illness.

THIRD: I do hereby devise and bequeath each and every thing of value of which I may die possessed, including real property, personal property and mixed properties to PAMELA S. COURSON of Los Angeles County.

In the event the said PAMELA S. COURSON should predecease me, or fail to survive for a period of three months following the date of my death, then and in such event, the devise and bequest to her shall fail and the same is devised and bequeathed instead to my brother, ANDREW MORRISON of Monterey, California, and to my sister, ANNE R. MORRISON of Coronado Beach, California, and to share and share alike; provided, however, further that in the event either of them should predecease me, then and in such event, the devise and bequest shall go to the other.

FOURTH: I do hereby appoint PAMELA S. COURSON and MAX FINK, jointly, Executors, or Executor and Executrix, as the case may be, of my estate, giving to said persons, and each of them, full power of appointment of substitution in their place and stead by their Last Will and Testament, or otherwise.

In the event said PAMELA S. COURSON shall survive me and be living at the time of her appointment, then in such event, bond is hereby waived.

I subscribe my name to this Will this 12 day of February, 1969, at Beverly Hills, California.

Signed

James D. Morrison

⁹ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

9.1.7. Testament de John Lennon¹⁰

LAST WILL AND TESTAMENT

of

JOHN WINSTON ONO LENNON

I, JOHN WINSTON ONO LENNON, a resident of the County of New York, State of New York, which I declare to be my domicile do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills, Codicils and Testamentary dispositions by me at any time heretofore made.

FIRST: The expenses of my funeral and the administration of my estate, and all inheritance, estate or succession taxes, including interest and penalties, payable by reason of my death shall be paid out of and charged generally against the principal of my residuary estate without apportionment or proration. My Executor shall not seek contribution or reimbursement for any such payments.

SECOND: Should my wife survive me, I give, devise and bequeath to her absolutely, an amount equal to that portion of my residuary estate, the numerator and denominator of which shall be determined as follows:

1. The numerator shall be an amount equal to one-half (1/2) of my adjusted gross estate less the value of all other property included in my gross estate for Federal Estate Tax purposes and which pass or shall have passed to my wife either under any other provision of this Will or in any manner outside of this Will in such manner as to qualify for and be allowed as a marital deduction. The words "pass", "have passed", "marital deduction" and adjusted gross estate" shall have the same meaning as said words have under those provisions of the United States Internal Revenue Code applicable to my estate.

2. The denominator shall be an amount representing the value of my residuary estate.

THIRD: I give, devise and bequeath all the rest, residue and remainder of my estate, wheresoever situate, to the Trustees under a Trust Agreement dated November 12, 1979, which I signed with my wife YOKO ONO, and ELI GARBER as Trustees, to be added to the trust property and held and distributed in accordance with the terms of that agreement and any amendments made pursuant to its terms before my death.

¹⁰ Last Will and Testament of John Lennon. Recuperat de:
<https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-john-lennon.html>

FOURTH: In the event that my wife and I die under such circumstances that there is not sufficient evidence to determine which of us has predeceased the other, I hereby declare it to be my will that it shall be deemed that I shall have predeceased her and that this, my Will, and any and all of its provisions shall be construed based upon that assumption.

FIFTH: I hereby nominate, constitute and appoint my beloved wife, YOKO ONO, to act as the Executor of this my Last Will and Testament. In the event that my beloved wife YOKO ONO shall predecease me or chooses not to act for any reason, I nominate and appoint ELI GARBER, DAVID WARMFLASH and CHARLES PETTIT, in the order named, to act in her place and stead.

SIXTH: I nominate, constitute and appoint my wife YOKO ONO, as the Guardian of the person and property of any children of the marriage who may survive me. In the event that she predeceases me, or for any reason she chooses not to act in that capacity, I nominate, constitute and appoint SAM GREEN to act in her place and stead.

SEVENTH: No person named herein to serve in any fiduciary capacity shall be required to file or post any bond for the faithful performance of his or her duties, in that capacity in this or in any other jurisdiction, any law to the contrary notwithstanding.

EIGHTH: If any legatee or beneficiary under this will or the trust agreement between myself as Grantor and YOKO ONO LENNON and ELI GARBER as Trustees, dated November 12, 1979 shall interpose objections to the probate of this Will, or institute or prosecute or be in any way interested or instrumental in the institution or prosecution of any action or proceeding for the purpose of setting aside or invalidating this Will, then and in each such case, I direct that such legatee or beneficiary shall receive nothing whatsoever under this Will or the aforementioned Trust.

IN WITNESS WHEREOF, I have subscribed and sealed and do publish and declare these presents as and for my Last Will and Testament, this 12th day of November, 1979.

/s/

John Winston Ono Lennon

THE FOREGOING INSTRUMENT consisting of four (4) typewritten pages, including this page, was on the 12th day of November, 1979, signed, sealed, published and declared by JOHN WINSTON ONO LENNON, the Testator therein named, as and for his Last Will and Testament, in the present of us, who at his request, and in his presence, and in the presence of each other, have hereunto set our names as witnesses.

(The names of the three witnesses are illegible.)

9.1.8. Testament de Linda McCartney¹¹

LAST WILL AND TESTAMENT

of

LINDA LOUISE MCCARTNEY

I, LINDA LOUISE McCARTNEY, a citizen of the United States residing at _____, declare this to be my Will, revoking all prior Wills and codicils.

FIRST: I give my residuary estate, defined as the residue of my estate, real and personal, including lapsed gifts, after deduction of taxes and other charges to the extent provided in Paragraphs A and B of Article EIGHTH as follows:

A. If my husband, JAMES PAUL McCARTNEY, survives me, I give my residuary estate to my trustees in a separate trust to be known as the qualified domestic marital trust. My trustees shall pay the net income of this trust at least quarterly to my husband from the date of my death and as long as he lives, and subject to Article SECOND hereof, my trustees shall also pay to my said husband such sum or sums from principal, up to the whole thereof, as my trustee who is an individual citizen of the United States or which is a domestic corporation deems advisable in his, her or its sole discretion. Upon my husband's death my trustees shall pay over the remaining principal of this trust in equal shares to such of my children, HEATHER LOUISE McCARTNEY, MARY ANNA McCARTNEY, STELLA NINA McCARTNEY and JAMES LOUIS McCARTNEY, as survive my husband, and to the issue then living of each of them who shall have predeceased my husband leaving issue then living, such issue to divide per stirpes the share the child of mine would have received if living.

B. If my husband does not survive me, I give my residuary estate in equal shares to such of my children named in Paragraph A hereof who survive me, and to the issue then living of each of them who shall have predeceased me, such issue to divide per stirpes the share the child of mine would have received if living.

SECOND: A. If the trust arising under Paragraph A of Article FIRST hereof is divided pursuant to Paragraph R of Article FIFTH into two or more separate trusts, I direct that any principal distributions to my husband shall be made first from the trust which my executors have elected to qualify for the marital deduction, and then from the trust which

¹¹ Last Will and Testament of Linda McCartney. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-linda-mccartney.html>

they have elected not to qualify for the marital deduction. Upon any such principal distribution to my husband, or upon his death, my trustees shall deduct from such payment or the remaining trust principal, as the case may be, and pay to the appropriate taxing authorities any estate tax, including interest and penalties thereon, payable by reason of such distribution, all in accordance with the provisions of the final paragraph of Article SIXTH hereof.

B. The trustees of the qualified domestic marital trust shall at all times meet the requirements of Treasury regulations under the Code, if any, prescribed to ensure the collection of the estate tax imposed upon such trust, including without limitation any requirement that trust property be situated in the United States, that there be a trustee which is a bank or an institution with substantial United States assets, that a bond or other security for the payment of estate tax be furnished to the Internal Revenue Service, or that any returns, statements or other documents be filed with the Internal Revenue Service.

THIRD: If pursuant to this Will any property, real or personal, and whether principal or income, becomes payable to a person who is an infant (defined for the purposes of this Will as a person under age twenty-one), I authorize my fiduciaries in their sole discretion to pay over such property in whole or in part at any time and from time to time to a parent or duly appointed guardian of such infant, to a custodian under a Uniform Gifts or Transfers to Minors Act (including my executors or trustees or any of them) who may act until such infant attains age twenty-one, or to any individual with whom such infant resides, for the use and benefit of such infant, or directly to such infant by way of an allowance or otherwise; or to cause my fiduciaries to retain such property as donees of powers in trust on behalf of such infant and to pay over the same to such infant upon his or her attaining age twenty-one or, in the event such person dies before attaining such age, to his or her estate. While such property is held by such donees they shall have with respect thereto all the powers of a guardian of such property appointed by a court and in addition all the powers conferred upon my fiduciaries hereunder, including without limitation the power to sell, mortgage or lease real property, and they are further authorized to pay over to such infant such part or all of the income and principal as such donees deem proper for the maintenance, support, health, education or welfare of such infant. Such donees may retain without judicial authorization commissions' at the rates of annual commissions allowed from time to time to testamentary trustees under the laws of the State of New York.

I appoint my husband and my brother, JOHN LINDENER EASTMAN, to be the executors of and trustees under this Will. I authorize my said brother (and any individual successor to him) to appoint an individual or corporation to act as cotrustee with the then acting

trustees, or to act as successor executor or trustee if for any reason he or she ceases to act prior to the complete administration of my estate or of the qualified domestic marital trust, as the case may be.

At least one trustee of the qualified domestic marital trust shall be an individual citizen of the United States or a domestic corporation of the United States within the meaning of Section 7701(a)(4) of the Code or any successor provision thereto at all times during the administration of such trust. If at any time there is no trustee of the qualified domestic marital trust who is an individual citizen of the United States or a domestic corporation of the United States, notwithstanding anything contained herein to the contrary, the other trustee or trustees then acting shall appoint an individual citizen of the United States or a domestic corporation of the United States to act as a co-trustee of said trust.

Except as otherwise specifically provided, the terms "executors" and "trustees" as used in this Will are intended to include the executors or executor and the trustees or trustee respectively acting hereunder from time to time. Such executors and trustees are sometimes referred to individually as "fiduciary" and collectively as "fiduciaries."

Each appointment of a fiduciary in accordance herewith shall be by an acknowledged written instrument. Any such instrument may appoint one or more additional individuals or corporations as alternates to act in the event the individual or corporation first designated is for any reason unable or unwilling to serve. Any such designation may be withdrawn or altered by any individual empowered to make the same at any time prior to the occurrence of the vacancy it is designed to fill. Any such successor executor or trustee shall qualify by an instrument in writing signed, acknowledged and filed with the court having primary jurisdiction of my estate.

No bond or other security shall be required in any jurisdiction of any fiduciary named herein or appointed as herein provided. No one of them shall be liable or responsible for the acts and defaults of any other, and none of them shall be required to file or render periodic accounts in any court. Any fiduciary may resign at any time without the permission of any court or person, by an instrument in writing signed and acknowledged by such fiduciary and filed with the court having primary jurisdiction of my estate.

No fiduciary shall participate in the exercise of discretion with respect to the payment of income or principal, the termination of a trust, or the allocation of receipts and expenditures between income and principal, where a permissible beneficiary is either such fiduciary in an individual capacity, such fiduciary's spouse, or a person to whom such fiduciary in an individual capacity owes a legal obligation of support.

If ancillary or separate administration of my property in any jurisdiction becomes necessary or desirable, I authorize my executors to be, or to designate an individual or a bank or trust company (including one or more of my executors) to be, ancillary

executors or executor or to occupy such other fiduciary position as may be appropriate to accomplish this purpose under the law of such jurisdiction and I appoint the fiduciaries or fiduciary so designated; provided, however, that none of my said executors shall be entitled to dual commissions as my primary executor and as such fiduciary with respect to the same assets. The fiduciaries or fiduciary acting pursuant to this paragraph shall have, with respect to the property subject to such ancillary or separate administration, all of the rights, powers, privileges, discretions, exemptions and immunities granted to, as well as the duties and liabilities imposed upon, my executors by this Will, including exemption from bond and any requirement to file or render periodic accounts in any court, and upon completion of their administration they shall pay over the assets subject to their control to my executors.

FIFTH: In addition to the powers provided by law, I authorize my fiduciaries in their discretion, until final distribution, and without applying to any court for permission or for instructions in regard thereto, as follows:

A. To receive from any person, to retain and to invest and reinvest in any domestic or foreign stocks, bonds, mutual funds, common trust funds or other securities, and other real or personal property (including without limitation investments in general or limited partnerships or other forms of investment made in common with others including other fiduciaries), whether or not authorized by law for the investment of trust funds, regardless of any rule regarding diversity of trust investments; to invest in money market mutual funds or similar investment funds notwithstanding that a fiduciary hereunder may directly or indirectly manage or render services to such funds and receive compensation from such funds.

B. To sell at public or private sale, grant options on, exchange or otherwise dispose of any property or any interest therein at such times and upon such terms and conditions, including credit and upon purchase money mortgages, as shall seem proper and to give good and sufficient instruments of transfer and to receive the proceeds of any such disposition.

C. To manage, maintain and insure any property and to lease the same for such periods, irrespective of any statutory period otherwise applicable (all such leases to be in all respects binding upon all persons interested in my estate or in any trust), and on such terms, limitations and conditions, including provisions for renewals, as shall seem advantageous, and if advisable to pay for the value of any improvements made by a tenant under any such lease; to incur, extend or renew mortgage indebtedness; to make ordinary and extraordinary repairs and alterations to any building, to raze or erect buildings and to make improvements or to abandon any buildings or property; and to

make any agreement of partition of such property and to give or receive money or other property in connection therewith.

D. To exercise or sell all rights, options, powers and privileges, and to vote in person or by proxy, respecting any stocks, bonds or other securities, all as fully as might be done by persons owning similar property in their own right.

E. To assent to, oppose and participate in any reorganization, recapitalization, merger, consolidation or similar proceeding, to deposit securities, delegate discretionary powers, pay assessments or other expenses and exchange property, all as fully as might be done by persons owning similar property in their own right.

F. To organize or join with others in organizing a corporation under the laws of any jurisdiction for the purpose of acquiring any interest in property held hereunder, to convey to such corporation in exchange for its securities any such property or interest, to retain such securities as an investment, and to act as officers and directors of such corporation and be compensated therefor.

G. To borrow money from any person or corporation, including a fiduciary hereunder, as may be necessary to pay taxes or to aid in the execution of any authority or power held hereunder, and to give notes for the sums so borrowed and pledge or mortgage any property as security therefor.

H. To extend or modify any note or bond and mortgage held hereunder, to foreclose any mortgage or take title to the property secured thereby in lieu of foreclosure, and to protect any such property against forfeiture.

I. To settle or compromise, by arbitration or otherwise, all claims.

J. To register, transfer or hold any securities in nominee name or, to the extent permitted by applicable law, in bearer form or in the name or names of any other appropriate person, but with full responsibility therefor.

K. To employ or retain such accountants, legal counsel, custodians and investment counsel and other agents and advisors, including any firm with which any fiduciary may be affiliated, as may seem advisable and to delegate authority thereto, and to compensate them from the funds of my estate or the qualified domestic marital trust, as the case may be; and specifically to employ a fiduciary or any of such fiduciary's affiliates to render brokerage or other services.

L. To make payment from time to time on account of commissions and counsel fees without requiring the payment of interest and without obtaining security for repayment.

M. To make an equitable division of any property and to pay over portions or undivided interests in cash or in kind (valued as of the date of distribution), and to cause any share to be composed of property different in kind from any other share.

N. To pay over income or principal to any beneficiary by applying the same directly for the benefit of such beneficiary.

O. To pay from my general estate all reasonable expenses of the storage and delivery of tangible personal property.

P. To determine whether to claim deductions available to me or to my estate on estate tax or on income tax returns.

Q. To allocate any available exemption from the generation-skipping transfer tax under Section 2632 of the Code to any qualified property whether or not such property is included in my probate estate and to exclude any such property from such allocation.

R. To divide the qualified domestic marital trust, prior to its initial funding, into two or more separate trusts on a fractional basis so that the federal generation-skipping transfer tax inclusion ratio for one or more such trusts shall be zero and such ratio for the other such trust or trusts shall be one, and so that my executors may elect to qualify one or more of such trusts for the federal estate tax marital deduction without electing to so qualify all such trusts; and to combine such trusts into one trust if at any time my fiduciaries in their discretion conclude that such division is no longer necessary.

S. To delegate any duties or powers, discretionary or otherwise, to a co-fiduciary for periods and upon terms and conditions designated in a revocable written instrument signed and delivered to such co-fiduciary, except that no fiduciary may exercise through delegation any power from which such fiduciary is by law or the terms of this Will expressly excluded.

T. To pay all necessary or proper expenses and charges from income or principal, or partly from each, in such manner as may seem equitable and compatible with Article SIXTH.

U. To elect pursuant to Section 2652(a)(3) of the Code to treat me as the transferor, for purposes of the generation-skipping transfer tax, of all or any portion of the property includible in my federal gross estate that qualifies for the marital deduction pursuant to an election by my executors under Section 2056(b)(7) of the Code.

No person dealing with my fiduciaries shall be required to inquire into the necessity or propriety of any transaction or into the application of any money or property paid or delivered.

I understand the general rule of law (commonly referred to as the rule against "self-dealing" or as the rule of "undivided loyalty") under which actions, decisions or transactions by a fiduciary are held to be void or voidable if the fiduciary is directly or indirectly interested therein in his individual capacity. It is my firm belief that it will be in the best interests of the beneficiaries of the trust arising hereunder if my fiduciaries are free to perform their duties as fiduciaries hereunder without regard to such rule of

law and I hereby specifically direct that my fiduciaries be allowed to perform their duties hereunder without regard to such rule of law.

SIXTH: The gift for my husband under Article FIRST is intended to qualify for the marital deduction under the Code to the extent permitted by law and to the extent of my executors, election. Accordingly, the powers and duties, discretionary and otherwise, conferred upon my fiduciaries shall be exercised only in such manner as shall be consistent with the allowance of such marital deduction.

The gift for my husband under Article SECOND is also intended to qualify as an "interest in possession" for the benefit of my husband for UK inheritance tax purposes. Accordingly, subject to the provisions of the first paragraph of this Article which shall have priority, the powers and duties, discretionary and otherwise, conferred upon my fiduciary shall also be exercisable only in such manner as shall be consistent with there being such interest in possession. For the purposes of this provision the term "interest in possession" shall have the meaning it has for the purposes of Section 49 of the Inheritance Tax Act 1984 or any statutory modification or reenactment of such section.

Except to the extent that other assets of my estate are not sufficient, there shall not be allocated to such gift any asset or the proceeds of any asset (A) with respect to which any death taxes are paid to any foreign jurisdiction, or (B) which does not qualify for such marital deduction. In the event that other assets of my estate are not sufficient to fund such gift in full, such insufficiency shall be satisfied by allocating the assets enumerated above in descending order of preference, no resort to be made to an asset of a subsequent group until all assets of the prior group are fully allocated.

If any asset of the qualified domestic marital trust is so substantially unproductive of income as to deprive my husband of that degree of enjoyment of the trust which is contemplated by Section 2056 of the Code, then upon the written request of my husband my trustees within a reasonable time thereafter shall make the asset productive or convert it into other property which will produce an appropriate income. It is my intention that my husband shall be entitled to receive that degree of benefit from the trust which is requisite for the allowance of, the marital deduction. My husband shall have the exclusive right to the use and enjoyment of any real or tangible personal property at any time held in the qualified domestic marital trust and he shall be entitled to receive any rental income produced by such property. No payments of income or principal may be made from a marital trust to a child or more remote descendant of mine having an interest in the remainder thereof until after my husband has died.

I direct that the determination of all inheritance, estate and similar taxes (but not generation-skipping transfer taxes), and any interest and penalties thereon, whether federal, state or foreign, attributable to any qualified terminable interest property passing

to my husband by reason of my death which is includible in my husband's estate pursuant to Section 2044 of the Code or any comparable state or foreign statute shall be made in accordance with the procedure set forth in Section 2207A of the Code, unless my husband's Will makes specific provision otherwise.

I direct that the taxes (including interest and penalties) attributable pursuant to Section 2056A of the Code to the qualified domestic marital trust upon distributions of principal or upon the death of my husband shall be determined and paid in accordance with said Section 2056A, unless my husband's Will makes specific provision otherwise.

SEVENTH: If a qualified domestic marital trust should at any time appear to be of a size which my fiduciaries in their sole discretion believe would make it unnecessary or inadvisable to fund or continue such trust, the principal thereof shall be distributed outright to my husband.

EIGHTH: A. I direct my executors to pay the expenses of my last illness and funeral, and to pay from the principal of the residue of my estate described in Article FIRST before any division thereof, all inheritance, estate or similar taxes (but not including generation-skipping transfer taxes), and interest and penalties thereon, payable to any jurisdiction in respect of any property includible in my estate for the purpose of determining the amount of such tax, whether or not passing under this Will, excluding, however, any such taxes imposed in respect of any trust that is includible in my estate for purposes of any such tax which shall be paid from such trust in accordance with the apportionment law of the State of New York in effect at my death, except as provided in the following paragraph.

If at my death any property is includible in my estate for such tax purposes pursuant to Section 2044 of the Code or any comparable state or foreign statute, I direct that all such taxes of any jurisdiction, and interest and penalties thereon, attributable to such property shall be determined and recovered in accordance with the provisions of the instrument under which such interest arises.

B. I direct that all generation-skipping transfer taxes arising upon my death under Chapter 13 of the Code or under any state statute shall be paid in accordance with such Chapter or statute.

C. Dividends and distributions received upon securities of corporations, associations or investment companies shall be allocated to income or principal as follows, notwithstanding any provision of law to the contrary: (I) if received in cash, or if receivable in cash at the option of the stockholder, to income. (II) If received in stock of the declarer or in any other security or property, to principal. (III) Notwithstanding the foregoing, if paid in whole or partial liquidation of the declarer, to principal. my fiduciaries shall resolve any doubt concerning the application of the foregoing directions and may fairly allocate

between income and principal any receipt as to which provision is not made herein, and subject to Article SIXTH their decision shall be conclusive upon all persons interested in my estate or in any trust.

D. If my fiduciaries invest in debt securities at a premium over par value, they shall not provide a sinking fund from the income of such securities to absorb such premium. My fiduciaries shall not treat as income any part of any profit realized upon the sale or redemption of any security acquired at a discount from par value, except in the case of securities customarily bought and sold on a discount basis.

NINTH: A. A disposition of income or principal herein to the issue of a designated person shall be payable to such issue per stirpes, and such disposition shall be deemed to require a primary division into as many shares as there are children of such person either then living or represented by then living issue, regardless of whether or not there actually is a child of such person then living.

B. A legally adopted child of any person, and such child's issue, shall be considered to be of the blood of such person for all purposes of this Will.

C. In any proceeding relating to my estate or to the qualified domestic marital trust service of process upon any person under disability shall not be required if a party to the proceeding has the same interest. In any nonjudicial settlement of an account of my fiduciaries the execution of the instrument of settlement by all the persons upon whom service of process would be required in a proceeding for the judicial settlement of the account (after giving effect to the preceding sentence) shall bind all persons upon whom service of process would not be required to the same extent as that instrument binds the persons who executed it.

D. I intend not to exercise by this Will any power of appointment.

E. I intend not to make any provision herein for the benefit of any child or other descendant of mine, whether born before or after the date of this Will, except as herein set forth.

F. References in this Will to the "Code" or other statute are to the Internal Revenue Code or such other statute as amended from time to time, and references to Chapters and Sections of the Code are to such Chapters and Sections and to successor Chapters and Sections thereto respectively.

G. The decisions of my fiduciaries with respect to any discretionary powers granted by my Will and as to any questions that may arise hereunder shall be binding upon all persons.

H. Each gift of tangible personal property under this Will is intended to include all copyright interests I may own at my death in such property.

I. If any person including my husband who would be a beneficiary under any provision of this Will if he or she survives either me or some other beneficiary dies in such circumstances that it is difficult to determine whether or not he or she survived me or such other beneficiary, as the case may be, I direct that for all purposes of this Will such person shall be deemed to have predeceased me or such other beneficiary, as the case may be.

TENTH: Even if I am not domiciled in the State of New York at the time of my death, I authorize my executors, in their discretion, to offer this Will for original probate in the proper Court either in an appropriate County of said State, or in such other jurisdiction within the United States as my executors deem appropriate, or in both should this be deemed advisable. Should my said Will be admitted to original probate in the State of New York, I direct and declare, pursuant to the authorization provided in New York EPTL 3-5.1(ii), that it is my election that this Will and the testamentary dispositions herein contained (except as to real property not situated in New York) be construed and regulated in all respects as to administration, validity and effect by the laws of the State of New York.

IN TESTIMONY WHEREOF, I, LINDA LOUISE MCCARTNEY McCARTNEY, have executed this Will, consisting of the seventeen preceding typewritten pages and this page, on 4 July 1996.

The foregoing Will was signed by the testatrix and the undersigned in our presence together, on the day it is dated, and she declared it to be her Will and asked that we be attesting witnesses.

Each of the undersigned, being duly sworn, deposes and says:

The Will to which this affidavit is annexed was subscribed in our presence and sight at the end thereof by LINDA LOUISE McCARTNEY, the within named Testatrix, on the 4 day of July, 1996 at Hog Hill Mill Workhouse Lane Icklesham E. Sussex England.

Said Testatrix at the time of making such subscription declared the instrument so subscribed to be her last Will. Each of the undersigned thereupon signed his or her name as a witness at the end of said Will, at the request of said Testatrix and in her presence and sight and in the presence and sight of each other.

Said Testatrix was then over the age of eighteen years and, in the opinion of each of the undersigned, of sound mind, memory and understanding and not under any restraint or in any respect incompetent to make a Will. Said Testatrix, in the opinion of each of the undersigned, could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment, which would affect her capacity to make a valid Will. The Will was executed as a single, original instrument and was not executed in counterparts.

Each of the undersigned was acquainted with said Testatrix at such time, and makes this affidavit at her request.

The Will to which this affidavit is annexed was shown to the undersigned at the time this affidavit was made, and was examined by each of them as to the signatures of said Testatrix and of the undersigned.

9.1.9. Testament de Katharine Hepburn¹²

LAST WILL AND TESTAMENT

of

KATHARINE HEPBURN

I, KATHARINE HEPBURN, of Fenwick, Connecticut, do make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

FIRST: I direct my Executors to make all necessary arrangements for the cremation of my remains and for my ashes to be interred in the family plot at Cedar Hill Cemetery Association, Hartford, Connecticut. I request that there be no funeral or memorial service held for me.

SECOND: A. I give and bequeath the sum of One Hundred Thousand Dollars (\$100,000) to NORAH CONSIDINE MOORE, if she survives me.

B. I give and bequeath the amount of Ten Thousand Dollars (\$10,000) to LAURA FRATTI, if she survives me.

C. I give and bequeath the amount of Fifty Thousand Dollars (\$50,000) to ERIK A. HANSON, if he survives me.

D. I give and bequeath the amount of Ten Thousand Dollars (\$10,000) to CYNTHIA A. McFADDEN, if she survives me.

E. I give and bequeath the amount of Five Thousand Dollars (\$5,000) to VALENTINA FRATTI, if she survives me.

F. I give and bequeath the amount of Five Thousand Dollars (\$5,000) to FREYA MANSTON, if she survives me.

G. I give and bequeath the amount of Two Thousand Five Hundred Dollars (\$2,500) to SHARON POWERS, if she survives me.

H. I give and bequeath the sum of Four Thousand Five Hundred Dollars (\$4,500) plus One Thousand Dollars (\$1,000) for each full year that he shall have been employed by me since January 1, 1991 to JIMMY LEE DAVIS, if he survives me and is employed by me at the time of my death.

¹² Last Will and Testament of Katharine Hepburn. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-katharine-hepburn.html>

I. I give and bequeath the amount of Two Thousand Five Hundred Dollars (\$2,500) to WEI FUN KOO, if she survives me.

THIRD: A. I give and bequeath the amount of Ten Thousand Dollars (\$10,000) to MOTION PICTURE AND TELEVISION FUND located in Woodland Hills, California, for its general purposes, if it is an organization described in Section 2055(a) of the Internal Revenue Code of 1986, as amended, (the "Code") at the time of my death.

B. I give and bequeath the amount of Ten Thousand Dollars (\$10,000) to CHRIST CHURCH, I.U. located on Maryland Route 298, Worton, Maryland, for its general purposes, if it is an organization described in Section 2055(a) of the Code at the time of my death.

C. I give and bequeath the amount of Ten Thousand Dollars (\$10,000) to ACTORS FUND OF AMERICA located in New York, New York, for its general purposes, if it is an organization described in Section 2055(a) of the Code at the time of my death.

FOURTH: A. I release and discharge my nephew TOR HEPBURN, or his estate should he predecease me, from any indebtedness, including interest thereon, which he or his estate may owe to me at the time of my death, and I direct my Executors to cancel any promissory notes or other evidence of his indebtedness to me.

B. I release and discharge my nephew KUY HEPBURN, or his estate should he predecease me, from any indebtedness, including interest thereon, which he or his estate may owe to me at the time of my death, and I direct my Executors to cancel any promissory notes or other evidence of his indebtedness to me.

FIFTH: A. I give and bequeath all items of tangible personal property owned by me at the time of my death which my individual Executors, in their sale and absolute discretion, determine were given to me during my life by Freya Manston to FREYA MANSTON, if she survives me.

B. I give and bequeath all costumes and scripts which were used by me in any motion picture or other production in which I appeared, all photographs, letters and awards (including any Oscars received from the Academy of Motion Picture, Arts and Sciences) which relate to my career, my clippings files, and my scrapbooks, to such charitable organization as described in Section 2055(a) of the Code at the time of my death as my individual Executors, in their sole and absolute discretion, shall select. The determination of my Executors regarding what materials constitute my memorabilia shall be binding and conclusive on all persons and organizations interested in my estate.

C. Except as hereinbefore otherwise effectively bequeathed, I give and bequeath all furniture, furnishings, rugs, pictures, books, silver, plate, linen, china, glassware, objects of art, wearing apparel, jewelry, automobiles and their accessories, and all other tangible personal property owned by me at the time of my death ("my tangible personal property") to and among such of the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, my friends, and such one or more charitable organizations which are described in Section 2055(a) of the Code at the time of my death as my Executors, in their sole and absolute discretion, shall select provided, however, that my individual Executors shall be prohibited from participating in any selection or decision to distribute any of my tangible personal property to my individual Executors.

In exercising their discretion to select the recipient or recipients of my tangible personal property, I request, but do not direct, that my Executors be guided by my wishes which I may have made known to them from time to time. In particular, I have indicated my wish that some of my tangible personal property be given to Cynthia A. McFadden and Erik A. Hanson and, accordingly, I authorize my corporate Executor to select and distribute to Cynthia A. McFadden and Erik A. Hanson such items of my tangible personal property which it believes appropriate and which are or would be in accordance with my wishes as expressed from time to time. In exercising their discretion, it is my wish, but not my direction, that my Executors allow my brother, Richard H. Hepburn, if he survives me, to use such articles of tangible personal property owned by me at the time of my death and located on, or customarily used in connection with, my real property at Fenwick, Connecticut which is comprised of approximately 7.17 acres, as my Executors may deem appropriate until such real property is sold.

I authorize my Executors, in their sole and absolute discretion, to sell the balance of my tangible personal property. The net proceeds of sale of any such tangible personal property shall be added to my residuary estate thereafter to be held, administered and disposed of as a part thereof. I authorize my Executors, in their sole and absolute discretion, to determine the manner and time of the sale of any such tangible personal property and, in particular, to sell any of my tangible personal property to any descendant of my parents, Dr. and Mrs. Thomas Norval Hepburn, or my friends as my Executors, in their sole and absolute discretion, may deem appropriate. I wish to grant to my Executors broad latitude in the exercise of their discretion in matters relating to the disposition of my tangible personal property and thus direct that their decisions as to articles to be given to my family and friends and articles to be sold as well as the manner and time of any such sale shall be final and conclusive on all persons interested in my estate.

SIXTH: A. I give and devise that separate parcel of my real property located in the Borough of Fenwick, Town of Old Saybrook, Connecticut, which is located to the East of Mohegan Avenue as set forth on the "Map of New Saybrook, No.2", which is described in the IfMap of New Saybrook, No.2" as Lots 311, 312, 313, 314, 315, 316, 317, and 318, and which is unimproved (my "East Lot"), including all buildings thereon and all rights and easements appurtenant thereto and all policies of insurance relating thereto, if owned by me at the time of my death, to such one or more of any state or other political subdivision of the United States of America, in all cases for exclusively public purposes, and any corporations transfers to which are deductible for estate tax purposes under the provisions of the Code, as shall be selected by my Executors, in their sole and absolute discretion. Without in any way limiting the sole and absolute nature of the discretion herein given my Executors, I ask, but do not direct, my Executors in selecting such recipient or recipients to be guided by my wish to preserve the aforescribed lot for the benefit of the general public and to protect the lot from development and, accordingly, to consider as the recipient or recipients of this devise such Federal, state or local body or agency, or environmental or conservation organization as may be best able to realize my wishes.

B. If my brother Richard H. Hepburn survives me and at my death is residing at my residence located in the Borough of Fenwick, Old Saybrook, Connecticut ("my residence") as his personal residence, I authorize my Executors, in their sole and absolute discretion, to permit him to continue to reside in my residence located in the Borough of Fenwick, Town of Old Saybrook, Connecticut on which is located the main residence and which is located to the West of Mohegan Avenue as set forth on the "Map of New Saybrook, No.2" and which is described in the "Map of New Saybrook, No.2" as Lots 301, 302, 303, 304, 305, 306, 307, 308, 309 and 310, (my "Improved Lot") for a period of time up to four (4) years from the date of my death. During such period of time, if any, that my Executors, in their sole and absolute discretion, permit my brother Richard H. Hepburn to reside in my residence, I also authorize my Executors, in their sole and absolute discretion, to permit my brother Robert H. Hepburn to stay in my residence during the month of July and at such other times as has been his custom during my life. I authorize my Executors to permit my brother Richard H. Hepburn and my brother Robert H. Hepburn to occupy my residence on such terms as my Executors, in their sole and absolute discretion, may determine whether for rent, rent-free, in consideration of the payment of taxes, insurance, maintenance or ordinary repairs, or otherwise as my Executors determine. At the earlier of (i) the date at which my brother Richard H. Hepburn ceases to reside in my residence, (ii) the date on which my brother Richard H. Hepburn

dies, (iii) four years from the date of my death or (iv) a determination by my Executors, in their sole and absolute discretion, that my brother Richard H. Hepburn is no longer able to enjoy or derive full benefit from my residence or that it is no longer appropriate for the estate for financial or other reasons to own my residence, I direct that my Improved Lot, including all buildings thereon and all rights and easements appurtenant thereto and all policies of insurance relating thereto, shall be sold and that the net proceeds of sale be added to my residuary estate thereafter to be held, administered and disposed of as a part thereof. In exercising their judgment regarding the length of time to permit my brother Richard H. Hepburn to continue to reside in my residence, I authorize, but do not require, my Executors, in their sole and absolute discretion, to take into consideration whether he is able to enjoy or derive full benefit from my residence. The determinations of my Executors relating to the length of time, if any, of the continued use of my residence by my brother Richard H. Hepburn, the use of my residence by my brother Robert H. Hepburn, and the terms of any such use shall be final and conclusive on all persons interested in my estate.

C. Except as hereinbefore otherwise effectively devised, I direct that all real property owned by me at the time of my death, including all buildings thereon and all rights and easements appurtenant thereto, shall be sold and that the net proceeds of sale be added to my residuary estate thereafter to be held, administered and disposed of as a part thereof.

SEVENTH: A. I direct that (a) all right and interest owned by me at the time of my death in and to any motion picture, television or any other production in which I have appeared or participated, including all rights under any contract with respect to any such motion picture or production, and (b) all rights in any copyright in any literary work created by me which is owned by me at the time of my death, including all royalty or other contract rights with respect to any such literary work, shall be held, administered and disposed of as a part of my residuary estate.

B. Except as hereinbefore otherwise effectively bequeathed, with respect to any manuscripts, letters or other personal papers or records owned by me at the time of my death whether or not created by me (my "literary works"), I authorize my individual Executors to publish my literary works, or any part thereof, if my individual Executors, in their sole and absolute discretion, deem such publication to be appropriate being guided by my wishes which have been imparted to them from time to time. In this regard, I authorize my individual Executors to consult with publishers, editors, literary agents and such other individuals as they deem appropriate in order to make a determination as to the advisability of publishing such literary works or any part thereof.

EIGHTH: If either my nephew Robert Perry or my greatniece Fiona Perry survives me, I give and bequeath the amount of One Hundred Thousand Dollars (\$100,000) to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income.

Upon the death of the last to die of my nephew Robert Perry and my greatniece Fiona Perry, the principal of the trust, as it is then constituted, shall be divided into a four (4) equal shares, such shares to be disposed of as follows:

A. One (1) such share shall be transferred, conveyed and paid over to the Trustees of the trust created for the benefit of my brother Richard H. Hepburn and his descendants under paragraph A of Article NINTH of this my Will, thereafter to be held, administered and disposed of as a part thereof or, if no such trust is then in existence, to the descendants of my brother Richard H. Hepburn who are then living, per stirpes or, if no descendant of his is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

B. One (1) such share shall be transferred, conveyed and paid over to the Trustees of the trust created for the benefit of my brother Robert H. Hepburn and his descendants under paragraph B of Article NINTH of this my Will, thereafter to be held, administered and disposed of as a part thereof or, if no such trust is then in existence, to the descendants of my brother Robert H. Hepburn who are then living, per stirpes or, if no descendant of his is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

C. One (1) such share shall be transferred, conveyed and paid over to the Trustees of the trust created for the benefit of the descendants of my sister Marion H. Grant under paragraph C of Article NINTH of this my Will, thereafter to be held, administered and disposed of as a part thereof or, if no such trust is then in existence, to the descendants of my sister Marion H. Grant who are then living, per stirpes or, if no descendant of hers is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

D. One (1) such share shall be transferred, conveyed and paid over to the Trustees of the trust created for the benefit of my sister Margaret H. Perry and her descendants under paragraph D of Article NINTH of this my Will, thereafter to be held, administered and disposed of as a part thereof or, if no such trust is then in existence, to the descendants of my sister Margaret H. Perry who are then living, per stirpes or, if no descendant of hers is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

NINTH: All the rest, residue and remainder of my property and estate, both real and personal, of whatsoever kind and wheresoever situated, of which I shall die seized or possessed or of which I shall be entitled to dispose at the time of my death (my "residuary estate"), after payment therefrom of all of the taxes directed in Article ELEVENTH of this my Will to be paid from my residuary estate, shall be divided into a four (4) equal shares, such shares to be disposed of as follows:

A. I give, devise and bequeath one (1) such share to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income, in as nearly equal quarterly installments as may be practicable, to or for the benefit of my brother RICHARD H. HEPBURN, during his life, and after his death, to or for the benefit of his descendants who are living from time to time, per stirpes. I authorize the Trustees, at any time and from time to time, to pay over to one or more of the class consisting of my brother RICHARD H. HEPBURN and his descendants living from time to time, or to apply for their use, out of the property of the trust, such part or all thereof, as the Trustees, in their sole and absolute discretion, shall determine. In determining the amounts of trust property, if any, to be paid over to or applied for the use of my brother Richard H. Hepburn and his descendants pursuant to the discretionary powers herein granted, I authorize, but do not require, the Trustees, in their sole and absolute discretion, to take into consideration any sources of income available to, or assets owned by or held for the use of, my brother Richard H. Hepburn and his descendants.

Upon the death of the last to die of the children of my brother Richard H. Hepburn, the trust shall terminate and the principal thereof, as it is then constituted, shall be transferred, conveyed and paid over to the descendants of my brother Richard H. Hepburn who are then living, per stirpes or, if no descendant of his is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

B. I give, devise and bequeath one (1) such share to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income, in as nearly equal quarterly installments as may be practicable, to or for the benefit of my brother ROBERT H. HEPBURN, during his life, and after his death, to or for the benefit of his descendants who are living from time to time, per stirpes. I authorize the Trustees, at any time and from time to time, to pay over to one or more of the class consisting of my brother ROBERT H. HEPBURN and his descendants living from 'time to time, or to apply for their use, out of the property of the trust, such part or all thereof, as the Trustees, in their sole

and absolute discretion, shall determine. In determining the amounts of trust property, if any, to be paid over to or applied for the use of my brother Robert H. Hepburn and his descendants pursuant to the discretionary powers herein granted, I authorize, but do not require, the Trustees, in their sale and absolute discretion, to take into consideration any sources of income available to, or assets owned by or held for the use of, my brother Robert H. Hepburn and his descendants.

Upon the death of the last to die of the children of my brother Robert H. Hepburn, the trust shall terminate and the principal thereof, as it is then constituted, shall be transferred, conveyed and paid over to the descendants of my brother Robert H. Hepburn who are then living, per stirpes or, if no descendant of his is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

C. I give, devise and bequeath one (1) such share to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income, in as nearly equal quarterly installments as may be practicable, to or for the benefit of the descendants of my sister Marion H. Grant who are living from time to time, per stirpes. I authorize the Trustees, at any time and from time to time, to pay over to one or more of the class consisting of the descendants of my sister Marion H. Grant living from time to time, or to apply for their use, out of the property of the trust, such part or all thereof, as the Trustees, in their sale and absolute discretion, shall determine. In determining the amounts of trust property, if any, to be paid over to or applied for the use of the descendants of my sister Marion H. Grant pursuant to the discretionary powers herein granted, I authorize, but do not require, the Trustees, in their sole and absolute discretion, to take into consideration any sources of income available to, or assets owned by or held for the use of, the descendants of my sister Marion H. Grant.

Upon the death of the last to die of the children of my sister Marion H. Grant, the trust shall terminate and the principal thereof, as it is then constituted, shall be transferred, conveyed and paid over to the descendants of my sister Marion H. Grant who are then living, per stirpes or, if no descendant of hers is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

D. I give, devise and bequeath one (1) such share to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, to hold, manage, invest and reinvest the same, to collect the income thereof, and to pay over or apply the net income, in as nearly equal quarterly installments as may be practicable, to or for the benefit of my sister MARGARET H. PERRY, during her life, and after her death, to or for the benefit of her

descendants who are living from time to time, per stirpes. I authorize the Trustees, at any time and from time to time, to pay over to one or more of the class consisting of my sister MARGARET H. PERRY and her descendants living from time to time, or to apply for their use, out of the property of the trust, such part or all thereof, as the Trustees, in their sole and absolute discretion, shall determine. In determining the amounts of trust property, if any, to be paid over to or applied for the use of my sister Margaret H. Perry and her descendants pursuant to the discretionary powers herein granted, I authorize, but do not require, the Trustees, in their sole and absolute discretion, to take into consideration any sources of income available to, or assets owned by or held for the use of, my sister Margaret H. Perry and her descendants.

Upon the death of the last to die of the children of my sister Margaret H. Perry/ the trust shall terminate and the principal thereof, as it is then constituted, shall be transferred, conveyed and paid over to the descendants of my sister Margaret H. Perry who are then living, per stirpes or, if no descendant of hers is then living, to the descendants of my parents, Dr. and Mrs. Thomas Norval Hepburn, who are then living, per stripes.

TENTH: If any individual under the age of twenty-one (21) years becomes entitled to any property from my estate upon my death or any property from any trust created hereunder upon the termination thereof, such property shall be held by, and I give, devise and bequeath the same to the Trustees hereinafter named, IN TRUST, NEVERTHELESS, for the following uses and purposes: To manage/ invest and reinvest the same, to collect the income and to apply the net income and principal to such extent (including the whole thereof) for such individual's general use and at such time or times as the Trustees, in their sole and absolute discretion, shall determine, until such individual reaches the age of twenty-one (21) years/ and thereupon to transfer, convey and pay over the principal of the trust, as it is then constituted, to such individual. Any net income not so applied shall be accumulated and added to the principal of the trust at least annually and thereafter shall be held, administered and disposed of as a part thereof. Upon the death of such individual before reaching the age of twenty-one (21) years, the Trustees shall transfer, convey and pay over the principal of the trust, as it is then constituted, to such individual's executors or administrators.

If my Executors or the Trustees, as the case may be, in the exercise of their sole and absolute discretion, determine at any time not to transfer in trust or not to continue to hold in trust any part or all of such property/ as the case may be, they shall have full power and authority to transfer and pay over such property, or any part thereof, without bond, to such individual, if an adult under the law of the state of his or her domicile

at the time of such payment, or to his or her parent, the guardian of his or her person or property, or to a custodian for such individual under any Uniform Gifts to Minors Act pursuant to which a custodian is acting or may be appointed.

The receipt of such individual, if an adult, or the parent, the guardian or custodian to whom any principal or income is transferred and paid over pursuant to any of the above provisions shall be a full discharge to my Executors or the Trustees, as the case may be, from all liability with respect thereto.

Notwithstanding anything to the contrary contained in this my Will, the Trustees shall not exercise any discretionary power to pay or apply income or principal pursuant to this Article in discharge of any person's duty to support any individual for whom a trust is held hereunder.

ELEVENTH: All estate, inheritance, legacy, succession, transfer or other death taxes (including any interest and penalties thereon) imposed by any domestic or foreign taxing authority with respect to all property owned by me at the time of my death and passing under this my Will (other than any generation-skipping transfer tax imposed by Chapter 13 of the Internal Revenue Code of 1986, or any predecessor or successor section or statute of like import) shall be paid without apportionment out of my residuary estate and without apportionment within my residuary estate, and with no right of reimbursement from any recipient of any such property.

TWELFTH: A. I appoint CYNTHIA A. McFADDEN, ERIK A. HANSON and FIDUCIARY TRUST COMPANY INTERNATIONAL, its successor or successors by any merger, conversion or consolidation, Executors of this my Last Will and Testament and Trustees of the trusts hereby created.

B. It is my request, but not my direction, that my brother Robert H. Hepburn, who has been a valued advisor and consultant throughout my life, be consulted by my Executors and Trustees as they deem appropriate in their sole and absolute discretion. I authorize, but do not direct, my Executors and Trustees to compensate Robert H. Hepburn for such counsel, guidance and assistance as he may provide.

C. If at any time and for any reason there is only one Executor or only one Trustee acting hereunder, I authorize, but do not direct, such Executor or such Trustee to appoint such individual or such bank or trust company as he, she or it in his, her or its sole and absolute discretion, shall select as successor Executor or successor Trustee to act in his, her or its place if he, she or it should cease to act. Any such appointment shall be made by an instrument in writing filed with the clerk of the appropriate court and may be revoked by an individual Executor or individual Trustee during his or her lifetime or by

a corporate Executor or corporate Trustee while in office and succeeded by a later appointment, the last such appointment to control.

D. For its services for acting in any fiduciary capacity under this my Will, Fiduciary Trust Company International shall receive the compensation stipulated in its regularly adopted schedule in effect and applicable at the time such compensation shall become payable, including any stipulated minimum compensation. I acknowledge that I am aware the foregoing compensation may be in excess of that provided for under applicable law, and expressly authorize payment of any excess thereof.

E. I authorize the individual Trustees (other than any beneficiary of any trust created hereunder should such beneficiary be acting as a Trustee hereunder), in their sole and absolute discretion, to remove any corporate Trustee acting hereunder at any time and, in the event a corporate Trustee is removed, I direct the individual Trustees (other than any beneficiary of any trust created hereunder should such beneficiary be acting as a Trustee hereunder) to appoint such bank or trust company as they, in their sole and absolute discretion, shall select to act in its place. Any such removal and appointment shall be evidenced by an instrument in writing delivered to the corporate Trustee acting hereunder and to the bank or trust company being appointed in its place, and shall be filed with the clerk of the appropriate court.

F. Any individual Executor or individual Trustee may resign from office without leave of court at any time and for any reason by filing a written instrument of resignation with the clerk of the appropriate court.

G. Should it be necessary for a representative of my estate to qualify in any jurisdiction wherein the corporate Executor named or appointed herein cannot or may not desire to qualify as such, the individual Executors named or appointed herein shall, without giving any security, act as Executors in such jurisdiction and shall have therein all the rights, powers, privileges, discretions and duties conferred or imposed upon my Executors by the provisions of this my Will, or, if such individual Executors cannot or do not desire to qualify as Executors in such other jurisdiction, or, if at any time and for any reason there shall be no Executor in office in such other jurisdiction, I appoint as Executor therein such person or corporation as may be designated by the corporate Executor. Such substituted Executor shall, without giving any security, have in such other jurisdiction all the rights, powers, privileges, discretions and duties conferred or imposed upon my Executors by the provisions of this my Will.

H. Whenever the terms "Executors" and "Trustees" are used in this my Will, they shall be deemed to refer to the Executors or Executor and the Trustees or Trustee acting hereunder from time to time.

THIRTEENTH: Except as provided by law, I direct that my Executors shall not be required to file any inventory of my estate and that no Executor or Trustee shall be required to give any bond or file any periodic account. If, notwithstanding the foregoing direction, any bond is required by any law, statute or rule of court, no sureties shall be required thereon.

FOURTEENTH: A. I authorize my Executors to make such elections (other than an election which would cause the disallowance of the Federal estate tax charitable deduction) under the tax laws as they, in their sole and absolute discretion, deem advisable, regardless of the effect thereof on any of the interests under this my Will, and I direct that there shall be no adjustment of such interests by reason of any action taken by my Executors pursuant hereto.

B. I authorize my Executors to allocate any amount of my GST exemption under Section 2631(a) of the Code to such property of which I am the transferor as they shall select in the exercise of their sole and absolute discretion, whether or not passing under this my Will, including property transferred by me during life whether or not I allocated any GST exemption to such property during my life, and without any duty to favor beneficiaries under this my Will over beneficiaries of property passing outside this my Will.

C. The Trustees are authorized, in their sole and absolute discretion, to divide any trust being held hereunder that has an inclusion ratio (within the meaning of Section 2642(a) of the Code) of more than zero and less than one into two separate trusts consisting of fractional shares of the original trust, equal respectively to the undivided trust's inclusion ratio and applicable fraction (within the meaning of that Section) at the time of division, so that one trust thereafter will have an inclusion ratio of one and the other of zero.

D. Whenever two trusts under this my Will are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), if the trusts have different inclusion ratios with respect to any common transferor in whole or in part for generation-skipping transfer tax purposes, the Trustees are authorized, in their sole and absolute discretion, instead of combining the trusts, to hold them as separate trusts hereunder.

E. I authorize and empower the Trustees, in their sole and absolute discretion, to terminate each trust created under this my Will and to transfer, convey and pay over all of the principal thereof in such amounts and proportions as the Trustees, in

their sole and absolute discretion, shall determine to such one or more of the then income beneficiaries of such trust.

FIFTEENTH: A. Any individual Trustee hereunder who shall also be a beneficiary of any trust created hereunder shall be disqualified from participating in all determinations with respect to the payment or application of principal of such trust or the payment, application or accumulation of income thereof. The determinations of the remaining qualified Trustee or Trustees shall be final and binding upon the beneficiaries of such trust.

B. Any individual Trustee hereunder who shall have the legal obligation to support any person eligible to receive a payment or application of principal or income of any trust created hereunder shall be disqualified from participating in all determinations with respect to the payment or application of principal of such trust or the payment, application or accumulation of income thereof. The determinations of the remaining qualified Trustee or Trustees shall be binding upon the beneficiaries of such trust.

SIXTEENTH: A. In addition to, and not by way of limitation of, the powers conferred by law upon fiduciaries, I hereby expressly grant to my Executors with respect to my estate and the Trustees with respect to each of the trust estates herein created, including any accumulated income thereof, the powers hereinafter enumerated, all of such powers so conferred or granted to be exercised by them as they may deem advisable in their sole and absolute discretion:

(1) To purchase or otherwise acquire, and to retain, whether originally a part of my estate or subsequently acquired, any and all stocks, bonds, notes or other securities, or any variety of real or personal property, including securities of the corporate fiduciary, or any successor or affiliated corporation, interests in common trust funds and securities of or other interests in investment companies and investment trusts, whether or not such investments be of the character permissible for investments by fiduciaries; and to make or retain any such investment without regard to degree of diversification.

(2) To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of my estate or any trust estate, in any manner, at any time or times, for any purpose, for any price and upon any terms, credits and conditions; and to enter into leases which extend beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust.

(3) To borrow money from any lender, including the corporate fiduciary, for any purpose connected with the protection, preservation or improvement of my estate or any trust estate, and as security to mortgage or pledge upon any terms and conditions any real or personal property of which I may die seized or possessed or forming a part of any trust estate.

(4) To vote in person or by general or limited proxy with respect to any shares of stock or other security; directly or through a committee or other agent, to oppose or consent to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and take any steps proper to obtain the benefits of any such transaction.

(5) To the extent permitted by law, to register any security in the name of a nominee with or without the addition of words indicating that such security is held in a fiduciary capacity; and to hold any security in bearer form.

(6) To complete, extend, modify or renew any loans, notes, bonds, mortgages, contracts or any other obligations which I may owe or to which I may be a party or which may be liens or charges against any of my property, or against my estate, although I may not be liable thereon; to pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of my estate or any trust against others or of others against my estate or any trust upon any terms and conditions, including the acceptance of deeds to real property in satisfaction of bonds and mortgages; and to make any payments in connection therewith.

(7) To make distributions in kind (including in satisfaction of pecuniary bequests) and to cause any distribution to be composed of cash, property or undivided fractional shares in property different in kind from any other distribution without regard to the income tax basis of the property distributed to any beneficiary or any trust.

(8) To appoint, employ and remove, at any time and from time to time, any accountants, attorneys, investment counselors, expert advisors, agents, clerks and employees; and to fix and pay their compensation from income or principal or partially from income and partially from principal.

(9) Whenever permitted by law, to employ a broker-dealer as custodian for all or any part of the securities at any time held by my estate or any trust estate and to register such securities in the name of such broker-dealer.

(10) To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into its validity or to see to the application of any money or other property paid or delivered pursuant to the terms of any such instrument.

B. In exercising any powers conferred by law or in this my Will, my Executors and the Trustees may use the services of any corporation or other organization with or by which any Executor or Trustee is individually affiliated or employed, including (but without limitation) services in connection with the sale and purchase of assets, the borrowing of money, the registration of securities, the maintaining of a custody account and the rendering of investment counsel and accounting services.

SEVENTEENTH: A. As used in this my Will, the terms "child," "children," "descendant" and "descendants" are intended to include adopted persons and the descendants of adopted persons, whether of the blood (legitimate or born out of wedlock) or by adoption and are intended to include persons born out of wedlock and the descendants of persons born out of wedlock, whether of the blood (legitimate or born out of wedlock) or by adoption.

B. A disposition or distribution in this my Will to the descendants of a person per stirpes shall be deemed to require a division into a sufficient number of equal shares to make one share for each child of such person living at the time such disposition or distribution becomes effective and one share for each then deceased child of such person having one or more descendants then living, regardless of whether any child of such person is then living, with the same principle to be applied in any required further division of a share at a more remote generation.

IN WITNESS WHEREOF, I, KATHARINE HEPBURN, have to this my Last Will and Testament subscribed my name and set my seal this [27] day of [January], in the year One Thousand Nine Hundred and Ninety-two.

[Katharine Hepburn]

Subscribed and sealed by the Testatrix in the presence of us and of each of us, and at the same time published, declared and acknowledged by her to us to be her Last Will and Testament, and thereupon we, at the request of the said Testatrix, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses this [27] day of [January], 1992.

_____ residing _____
at _____

_____ residing
_____ at _____

_____ residing
_____ at _____

9.1.10. Testament de Richard M. Nixon¹³

LAST WILL AND TESTAMENT

of

RICHARD M. NIXON

I, RICHARD M. NIXON, residing in the Borough of Park Ridge, County of Bergen and State of New Jersey, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, revoking all prior Wills and codicils.

ARTICLE ONE

I give and bequeath to THE RICHARD NIXON LIBRARY AND BIRTHPLACE (hereinafter sometimes referred to as the "Library") for its uses, an amount equal to the "adjusted proceeds amount" (as hereinafter defined) ; provided, however, that if there are any outstanding and unpaid amounts on pledges I have made to the Library, including, specifically, any amounts unpaid on the One Million Two Hundred Thousand Dollar pledge made in 1993, then the adjusted proceeds amount under this bequest shall be paid first directly to the Library to the extent necessary to satisfy such charitable pledge or pledges, and provided further, that if at the time of my death or distribution the Library is not an organization described in Sections 170(c) and 2055(a) of the Internal Revenue Code of 1986, as amended (the "Code"), which would entitle the estate to a charitable deduction for Federal Estate Tax purposes, I give and bequeath such property to THE NIXON BIRTHPLACE FOUNDATION, provided further, if THE NIXON BIRTHPLACE FOUNDATION is not then an organization described in Sections 170(c) and 2055(a) of the Code, I give and bequeath such property to such organization or organizations described in said Sections of the Code in such shares as my executors shall designate by written and acknowledged instrument filed within six months from the date of my death with the clerk of the court in which this Will shall have been admitted to probate.

In the event such property is distributed to an organization other than the RICHARD NIXON LIBRARY & BIRTHPLACE, I request such organization to bear in mind my wish that such property ultimately repose in such Library, if and when it qualifies as a charitable organization under Sections 170(c) and 2055(a) of the Code.

¹³ Last Will and Testament of Richard Nixon. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-richard-nixon.html>

The term "adjusted proceeds amount" shall be defined as the excess of

(i) the amount due or paid to me and/or my estate under the judgment entered following the decision of the United States Court of Appeals for the District of Columbia Circuit in the case of Richard Nixon v United States of America, decided on November 17, 1992, and/or any concurrent or subsequent proceedings relating or pertaining thereto, and any related or subsequent case, provided that any such amounts paid during my life shall only be included as adjusted proceeds to the extent such amounts as of the date of my death are held or invested in a segregated and traceable account or accounts over

(ii) the sum of (a) the amount of all attorneys' fees and other costs or expenses, whether previously paid or unpaid, associated with or incurred in connection with such proceedings or any case similar to or relating thereto and all other attorneys' fees from 1974 on, which my estate or I have paid or which are outstanding, excluding, however, any attorneys' fees paid to the firm of which William E. Griffin has been a member, and (b) One Million Four Hundred Fifty Thousand Dollars, the amount equal to my contribution to the Library made in 1992. The amounts under (a) and (b) of this subparagraph (ii) shall be part of my residuary estate.

It is my intention, by this bequest, to make a charitable gift of any "windfall" received under the lawsuits referred to above, and to first make my family whole by recovering all of the legal expenses I have incurred or my estate is to incur because of these and other lawsuits.

ARTICLE TWO

A. Subject to the restrictions contained in this paragraph and any other restrictions contained in this Will, I give and bequeath all items of tangible personal property that I shall own at my death which relate to events of my official or personal life or the official or personal life of my deceased wife, PATRICIA R. NIXON, which have had historical or commemorative significance, except for my "personal diaries", which are defined and disposed of in Paragraph B of this Article, to THE RICHARD NIXON LIBRARY & BIRTHPLACE; provided, however, that if at the time of my death or distribution such Library is not an organization described in Sections 170(c) and 2055(a) of the Code, which would entitle the estate to a charitable deduction for Federal Estate Tax purposes, I give and bequeath such property to THE NIXON BIRTHPLACE FOUNDATION, provided further that if THE NIXON BIRTHPLACE FOUNDATION is not then an organization described in Sections 170(c) and 2055(a) of the Code, I give and bequeath such property to such organization or organizations described in said Sections of the Code in such shares as my executors shall designate by written and acknowledged instrument filed within six months from the date of my death with the clerk of the court in which this Will shall have been admitted to probate.

In the event such property is distributed to an organization other than the RICHARD NIXON LIBRARY & BIRTHPLACE, I request such organization to bear in mind my wish that such property ultimately repose in such Library, if and when it qualifies as a charitable organization under Sections 170(c) and 2055(a) of the Code. Such tangible personal property shall include, without limitation, awards, plaques, works of art of all kinds, medals, membership or achievement certificates, commemorative stamps and coins, religious items, commemorative and personal photographs and all correspondence, documents, notes, memoranda, letters and all other writings that I own at my death, of whatever kind and nature, personal or public, whether inscribed by me or not inscribed by me and whether written by me or to me. I direct that the determination as to which items of my tangible personal property are included in this bequest, and which items are items of tangible personal property disposed of under Paragraph C of this Article, shall be based on the decision of my executors; however, it is my wish that my executors consult with my surviving daughters in making this determination. The determination of my executors shall be conclusive and binding upon all parties interested in my estate.

Notwithstanding the above provisions, my daughters, PATRICIA NIXON COX and JULIE NIXON EISENHOWER, or the survivor, or if neither daughter is surviving, my executors, shall have the right, within six months of my date of death, to go through all of such tangible personal property, to take any such property appraised at no value, or any other items of such tangible personal property, provided that under no circumstances shall the amount of such property taken by my daughters exceed in value three (3%) percent of the total value of all such property included in this Paragraph A.

B. I give and bequeath me "personal diaries" (as hereinafter defined) in equal shares to my daughters, JULIE NIXON EISENHOWER and PATRICIA NIXON COX, or all to the survivor. If either or both of my daughters shall, disclaim some or all or parts of my "personal diaries", such disclaimed items shall be distributed to THE RICHARD NIXON LIBRARY AND BIRTHPLACE (the "Library") for its uses; provided, however, that if at the time of my death or distribution the Library is not an organization described in Sections 170(c) and 2055(a) of the Internal Revenue Code of 1986, as amended (the "Code"), which would entitle the estate to a charitable deduction for Federal Estate Tax purposes, I give and bequeath such property to THE NIXON BIRTHPLACE FOUNDATION, provided further that if THE NIXON BIRTHPLACE FOUNDATION is not then an organization described in Sections 170(c) and 2055(a) of the Code, I give and bequeath such property to such organization or organizations described in said Sections of the Code in such shares as my executors shall designate by written and acknowledged

instrument filed within six months from the date of my death with the clerk of the court in which this Will shall have been admitted to probate.

In the event such property is distributed to an organization other than the RICHARD NIXON LIBRARY & BIRTHPLACE, I request such organization to bear in mind my wish that such property ultimately repose in such Library, if and when it qualifies as a charitable organization under Sections 170(c) and 2055(a) of the Code.

If neither of my daughters survives me, I direct my executors to collect and destroy my "personal diaries. Notwithstanding any other provisions of this Will, if neither of my daughters survives me, the property constituting my "personal diaries" shall be subject to the following restrictions: At no time shall my executors be allowed to make public, publish, sell, or make available to any individual other than my executor (or except as required for Federal tax purposes) the contents or any part or all of my "personal diaries" and, provided further, that my executors shall, within one year from the date of my death or, if reasonably necessary, upon the later receipt of a closing estate tax letter from the Internal Revenue Service, destroy all of my "personal diaries".

My "personal diaries" shall be defined as any notes, tapes, transcribed notes, folders, binders, or books that are owned by me or to which I may be entitled under a judgment of law including, but not limited to, folders, binders, or books labeled as Richard Nixon's Diaries, Diary Notes, or labeled just by dates, that may contain my daily, weekly or monthly activities, thoughts or plans. The determination of my executors as to what property is included in this bequest shall be conclusive and binding upon all parties interested in my estate; however, it is my wish that my executors consult with my surviving daughters and/or my office staff in making this determination.

C. If at the time of my death any lawsuit or lawsuits are pending regarding the ownership of any of my tangible personal property including, but not limited to, all of the tangible personal property listed in Paragraph A above, I Specifically direct my executors to continue such lawsuits for as long as they, in their discretion, deem it appropriate to do so, knowing my wishes in this matter.

D. I give and bequeath the balance of the tangible personal property I shall own at my death, not otherwise effectively disposed of in this Will, to my issue, per stirpes. If both of my daughters, PATRICIA NIXON COX and JULIE NIXON EISENHOWER, shall survive me, such tangible personal property shall be divided between my daughters in such manner as they shall agree, or in the absence of agreement, or if any child is a minor, as my executors determine, which determination shall be conclusive upon all persons interested in my estate.

E. I authorize and empower my executors to pay, and to charge as administration expenses of my estate, the expenses of storing, packing, insuring and mailing or delivering any article of tangible personal property hereinabove disposed of.

ARTICLE THREE

A. If my granddaughter, MELANIE EISENHOWER, survives me, I give and bequeath to her the sum of Seventy Thousand (\$70,000.00) Dollars.

B. If my grandson, ALEXANDER RICHARD EISENHOWER, survives me, I give and bequeath to him the sum of Thirty Thousand (\$30,000.00) Dollars.

C. If my grandson, CHRISTOPHER COX, survives me, I give and bequeath to him the sum of Ten Thousand (\$10,000.00) Dollars.

The specific bequests to my grandchildren named above are made to equalize the gifts made to all of my grandchildren during my life. The disparity in amounts, or lack of a bequest, is not intended and should not be interpreted as a sign of favoritism for one grandchild over another.

ARTICLE FOUR

All of the rest, residue and remainder of my estate, real and personal, wherever situated, including any lapsed or ineffective legacies or devises (but excluding any property over which I may have a power of appointment, it being my intention not to exercise any such power), herein sometimes referred to as my "residuary estate", I dispose of as follows:

A. I give and bequeath the sum of Fifty Thousand (\$50,000.00) Dollars to each grandchild of mine who survives me.

B. I give, devise and bequeath the balance of my residuary estate to my issue, per stirpes.

C. Notwithstanding any other provisions of this will, if any bequest or share of my estate under this Article FOUR would be payable to a grandchild of mine for whose benefit a separate trust created under the Will of my deceased wife, PATRICIA R. NIXON, is then in existence, I direct that such bequest or share of my estate shall be distributed to the trustee(s) of such trust, to be added to, administered and disposed of as part of the principal of such trust in accordance with the terms Of such trust; and, provided further, that if the addition of any portion or all of this residuary bequest or share of my estate to a trust for a grandchild under the Will of PATRICIA R. NIXON shall cause such trust to have an inclusion ratio greater than zero for purposes of the Generation Skipping Transfer Tax provisions of Article 13 of the Code (the "GST tax"), then any portion, up to the whole, of such bequest or share of my estate, that is not exempt from the GST tax shall not be added to the trust, but shall be given to such trustee(s) to be held in a separate trust under the same terms and conditions, my intention being to create two separate trusts, one of which has, for GST tax purposes, an inclusion ratio of zero, and one of which has an inclusion ratio greater than zero.

ARTICLE FIVE

If upon my death no issue of mine shall then be living, I give, devise and bequeath my residuary estate, or the then remaining principal and, except as hereinabove otherwise provided, any undistributed or accrued income of such trust, as the case may be, to THE RICHARD NIXON LIBRARY & BIRTHPLACE, and if such organization is not then in existence, to the persons who would have been my heirs under the laws of intestate distribution of New Jersey then in effect had I died on the date of the event requiring a distribution.

ARTICLE SIX

I direct that all estate, inheritance and other death taxes (including any interest and penalties thereon) imposed by any jurisdiction whatsoever by reason of my death upon or with respect to any property includable in my estate for the purposes of any such taxes, or upon or with respect to any person receiving any such property, whether such property shall pass under or outside, or shall have passed outside, the provisions of this Will, except for additional estate taxes imposed by Section 4980(A)(d) of the Code and generation-skipping transfer taxes imposed under Section 13 of the Code ("GST taxes") which may be payable by reason of my death, shall be paid, without apportionment, from the principal of my residuary estate. Any GST tax payable by reason of my death shall be charged and the liability for the payment of such GST taxes shall be determined according to the law of the jurisdiction imposing such GST tax.

ARTICLE SEVEN

If any beneficiary under this Will and I shall die simultaneously or in such circumstances as to render it difficult or impossible to determine who predeceased the other, it shall conclusively be presumed for the purposes of this Will that I survived.

ARTICLE EIGHT

I hereby nominate, constitute and appoint my friends, WILLIAM E. GRIFFIN, and JOHN R. TAYLOR, to be the co-executors of this Will.

The appointment of my attorney, WILLIAM E. GRIFFIN, as a co-executor is made with my knowledge and approval of his receipt of commissions as provided by law, and his law firm's receipt of compensation for legal services rendered to my estate.

The individuals named in the foregoing paragraph are granted the continuing discretionary power, exercisable while in office, and exercisable only unanimously if more than one of them is then in office, to designate one or more successors or co-fiduciaries or a succession of successors or co-fiduciaries in such office to act one at a time or together with co-fiduciaries, to fill any vacancy occurring in such office after any successor designated herein shall have failed to qualify or ceased to act, by written instrument, duly acknowledged, and to revoke any such designation prior to the

happening of the event upon which it is to become effective, by a written instrument, duly acknowledged, and a new designation may be made as above provided. If there shall be more than one such designation of successor fiduciary or co-fiduciary in effect and unrevoked, they shall be effective in the reverse of the order in which they were made. Any fiduciary may resign at any time by delivering or mailing a notice in writing of such resignation to his or her co- fiduciaries, or, if none, to his or her designated successor, if such designee has indicated his or her willingness to act, and thirty days thereafter such resignation shall take effect. If any fiduciary becomes disabled, that determination of disability shall also constitute that individual's immediate resignation as a fiduciary without any further act. For the purposes of this paragraph, a person shall be considered disabled if either (i) a committee, guardian, conservator or similar fiduciary shall have been appointed for such person or (ii) a court shall have determined, or two physicians shall have certified, that the person is incompetent or otherwise unable to act prudently and effectively in financial affairs.

Each successor fiduciary and co-fiduciary shall have all rights and discretions which are granted to the executors named herein, except those which may be specifically denied in this will.

At any time that there are two or more fiduciaries then in office, all decisions regarding my estate shall be made by both or the majority of my fiduciaries in much office. However, my fiduciaries may from time to time authorize one of their number, or each of them acting singly, to execute instruments of any kind on their behalf (including, but not by way of limitation, any check, order, demand, assignment, transfer, contract, authorization, proxy, consent, notice or waiver). Insofar as third parties dealing with my fiduciaries are concerned instruments executed and acts performed by one fiduciary pursuant to such authorization shall be fully binding as if executed or performed by all of them. An authorization shall be valid until those acting in reliance on it receive actual notice of its revocation.

No fiduciary shall be required to give any bond or other security for the faithful performance of such fiduciary's duties in any jurisdiction whatsoever; or if any such bond shall be required, no such fiduciary shall be required to furnish any surety thereon. No executor shall be required to file a bond to secure the return of any payment or payments on account of commissions of such executor.

My individual executors may receive the commissions allowable under New Jersey Law from time to time during the period of the administration of my estate and any trusts hereunder.

Any corporate executor serving hereunder shall receive compensation in accordance with its Schedule of Fees in effect from time to time during the period over which its services are performed.

ARTICLE NINE

I give to my fiduciaries, with respect to any and all property, whether real or personal, which I may own at the time of my death, or which shall at any time constitute part of my estate, including funds held hereunder for persons under the age of 21 years, and whether constituting principal or income therefrom, in addition to the authority and power conferred upon them by law, express authority and power to be exercised by them as such fiduciaries, in their discretion, for any purpose, without application to, authorization from, or confirmation by any court:

- a) To retain and to purchase or otherwise acquire stocks, whether common or preferred, bonds, obligations, shares or interests in investment companies or investment trusts, securities issued by or any common trust fund maintained by any corporate fiduciary, partnership interests, or any other property, real or personal, of whatsoever nature, wheresoever situated, without duty to diversify, whether or not productive of income and whether or not the same may be authorized by law for the investment of estate funds, it being my intention to give my fiduciaries the same power of investment which I myself possess with respect to my own funds.
- b) To deposit funds in the savings or commercial department of any corporate fiduciary or of any other bank without limit as to duration or amount.
- c) To sell, without prior authorization or confirmation of the court, at public or private sale, exchange, mortgage, lease without statutory or other limitation as to duration, partition, grant options in excess of six months on, alter, improve, demolish buildings, or otherwise deal with any property, real or personal, upon any terms and whether for cash or upon credit, and to execute and deliver deeds, leases, mortgages or other instruments relating hereto.
- d) To exercise in person or by proxy all voting, conversion, subscription, or other rights incident to the ownership of any property, including the right to participate in any corporate reorganization, merger or other transaction and to retain any property received thereunder and the right to delegate discretionary power.
- e) To borrow from any person, including any corporate fiduciary, -and to lend money to any person, including any person beneficially interested hereunder, with or without security.
- f) To compromise or arbitrate claims, to prepay or accept prepayment of any debt, to enforce or abstain from enforcing, extend, modify or release any right or claim, or to hold any claim after maturity without extension, with or without consideration.

- g) To hold separate shares or trusts in solido, and to hold property in bearer form or in the name of a nominee or nominees.
- h) To execute and deliver deeds or other instruments, with or without covenants, warranties and representations and with or without consideration, including releases which shall discharge the recipient from responsibility for property received for thereby.
- i) To abstain from rendering or filing any inventory or periodic account in any court.
- j) Without the consent of any beneficiary, to make division or distribution in cash or in kind or partly in each. Any such distribution in kind shall be made at the fair market value on the date or dates of distribution and may be made without regard to the tax basis of such property and without any duty to distribute such assets pro rata among beneficiaries or to equalize the tax basis recovered by such beneficiaries, any provision of this will or rule of law to the contrary notwithstanding.
- k) To employ legal and investment counsel, custodians, accountants and agents for the transaction of any business of my estate or any trust hereunder or for services or advice, to pay reasonable compensation therefor out of my estate or such trust, as may be applicable, and to rely and act or decline to rely or act upon any information or opinion furnished by them.
- l) To retain or acquire the stock of any corporation in which any individual fiduciary hereunder or any officer or director of any corporate fiduciary hereunder may have an interest, whether as officer, director, employee or otherwise.
- m) To make or join in elections and joint returns under any tax law; to agree in the apportionment of any joint tax liability; to exercise or forbear to exercise any income, gift or estate tax options; to determine the allocation of exemptions or exercise other elections available to my executors for generation-skipping transfer tax purposes; and to make or refrain from making adjustments between principal and income or between shares of my estate by reason of any deduction taken for income tax instead of estate tax purposes or any election as to the date of valuation of my estate for estate tax purposes, all in such manner as my executor may deem advisable, and any such determination made by my executor shall be conclusive and binding upon all persons affected thereby.
- n) To pay out of my general estate in respect of any real or tangible personal property situated outside the state of the principal administration of my estate at the time of my death any administration expense payable under the laws of the state or country where such property is situated.
- o) To pay themselves, individually, at such time or times and without prior approval of any court or person interested in my estate or, any trust hereunder or payment of interest or the securing of any bond or rendering of any annual statement, account or

computation thereof, such sum or sums on account of commissions to which they may eventually be entitled hereunder as they, in their discretion, may determine to be just and reasonable, to charge the same wholly against principal or wholly against income, or partially against principal and partially against income, as they may, in their discretion, determine advisable, and in the case of any trustee, to retain commissions which they may determine shall be payable out of income from income derived from any year preceding or succeeding the year with respect to which such commissions shall have been earned.

p) Generally, to exercise in good faith and with reasonable care all investment and administrative powers and discretions of an absolute owner which may lawfully be conferred upon a fiduciary.

ARTICLE TEN

A. Whenever income or Principal is to be distributed or applied for the benefit of a person under the age of 21 years (referred to as a "minor" in this Article) or a person who in the sole judgment of my fiduciaries is incapable of managing his or her own affairs, my fiduciaries may make payment of such property in any or all of the following ways:

1. By paying such property to the parent, guardian or other person having the care and control of such minor for such minor's benefit or to any authorized person as custodian for such minor under any applicable Gifts to Minors Act, with authority to authorize any such custodian to hold such property until the minor attains the age of 21 years where permitted under applicable law.
2. By paying such property to the guardian, committee, conservator or other person having the care and control of such incapable person.
3. By paying directly to such minor or incapable person such sums as my fiduciaries may deem advisable as an allowance.
4. By expending such property in such other manner as my fiduciaries in their discretion shall determine will benefit such minor or incapable person.

B. If principal becomes vested in and payable to a minor, my fiduciaries may make payment thereof in any of the ways set forth in the preceding paragraph of this Article, or may, defer payment of any part or all thereof meanwhile paying or applying to or for the use of such minor so much or all of such principal and of the income therefrom, as my fiduciaries in their discretion may deem advisable. Any income not so expended by my fiduciaries shall be added to principal. My fiduciaries shall pay any remaining principal to such minor upon such minor's attaining the age of 21 years or to such minor's estate upon death prior to such payment in full.

C. Any payment or distribution authorized in this Article shall be a full discharge to my fiduciaries with respect thereto.

ARTICLE ELEVEN

All interests hereunder, whether in principal or income, while undistributed and in the possession of my executors, and even though vested or distributable, shall not be subject to attachment, execution or sequestration for any debt, contract, obligation or liability of any beneficiary, and, furthermore, shall not be subject to pledge, assignment conveyance or anticipation by any beneficiary.

ARTICLE TWELVE

The account (intermediate or final) of any executor may be settled by agreement with the adult beneficiaries interested in the account and a parent or guardian of those beneficiaries who are minors, who shall have the full power on the basis of such settlement to release such fiduciary from all liability for such fiduciary's acts or omissions as executor for the period covered thereby. Such settlement and release shall be binding upon all interested parties hereunder including those who may be under legal disability or not yet in being and shall have the force and effect of a final decree, judgment or order of a court of competent jurisdiction rendered in an action or proceeding for an accounting in which jurisdiction was duly obtained over all necessary and proper parties. The foregoing provisions, however, shall not preclude any fiduciary from having such fiduciary's accounts judicially settled if such fiduciary shall so desire. In any probate, accounting or other persons interested in my estate are required by law to be served with process, if a party to the proceeding has the same interest as or a similar interest to a person under a legal disability (including, without limitation, an infant or an incompetent) it shall not be necessary to serve process upon the person under a disability or otherwise make such person a party to the proceeding, it being my intention to avoid the appointment of a guardian ad litem wherever possible.

ARTICLE THIRTEEN

The validity, construction, effect and administration of the testamentary dispositions and the other provisions contained in this will shall, in any and all events, be administered in accordance with, and construed and regulated by, the laws of the State of New Jersey from time to time existing.

ARTICLE FOURTEEN

A. Wherever "child", "children" or "issue" appears in this Will, it shall be deemed to include only lawful natural issue and persons deriving their relationship to or through their parent or ancestor by legal adoption prior to such adopted person's attainment of the age of 18 years.

B. A disposition in this Will to the descendants of a person per stirpes shall be deemed to require a division into a sufficient number of equal shares to make one share for each child of such person living at the time such disposition becomes effective and one share

for each then deceased child of such person having one or more descendants then living, regardless of whether any child of such person is then living, with the same principle to be applied in any required further division of a share at a more remote generation.

ARTICLE FIFTEEN

A. All references herein to this Will shall be construed as referring to this Will and any codicil or codicils hereto that I may hereafter execute.

B. Wherever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use herein of either the singular or the plural shall be deemed to include the other.

C. Except as otherwise specifically, provided in this will:

1. Each reference to my "fiduciaries" shall be deemed to mean and refer to my executor and, where applicable, to a custodian hereunder;

2. Each reference to my "executors" shall be deemed to mean and refer to the fiduciary or fiduciaries, natural or corporate, who shall be acting hereunder in such capacity from time to time; and

3. Any and all power, authority and discretion conferred upon my executor or my fiduciaries may be exercised by the fiduciary or fiduciaries who shall qualify and be acting hereunder from time to time in the capacity in which such power, authority and discretion are exercised.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this (24th) day of February, 1994.

/s/ Richard M Nixon

ATTESTATION CLAUSE

WE the undersigned, do hereby certify that on the 24th of February, 1994, RICHARD M. NIXON, the Testator above named did, in the presence of the undersigned and of each of us, subscribe, publish and declare the foregoing instrument to be his last Will and Testament and then and there requested us and each of us to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the said Testator and of each other on this 24th day of February, 1994.

(signed by three witnesses)

each being duly sworn, depose and say:

That they witnessed the execution of the Will of RICHARD M. NIXON, dated February 24 1994, consisting of eighteen pages. That the Will was executed at Woodcliff Lake, New Jersey, under the supervision of Karen J. Walsh an attorney at law with offices at 51 Pondfield Road, Bronxville, New York. That this affidavit is made at the request of the Testator.

That the Testator, in our presence, subscribed his name to the Will at the end thereof, and at the time of making such subscription, published and declared the same to be his Last Will and Testament; thereupon we, at his request and in his presence and in the presence of each other, signed our names thereto as subscribing witnesses.

That the said Testator, at the time of such execution, was more than 18 years of age and, in our opinion, of sound mind, memory and understanding, not under any restraint or in any respect incompetent to make a Will.

That the Testator indicated to us that he had read the Will, knew the contents thereof, and that the provisions therein contained expressed the manner in which his Estate is to be administered and distributed.

That the Testator could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any physical or mental impairment which would affect his capacity to make a valid Will.

That the Testator signed only of the said Will on said occasion.

Sworn to before me this 25th day of February, 1994.

PAUL		G.			AMICUCCI
Notary	Public,	State	of	New	York
No.					5001747
Qualified in Westchester County					

9.1.11. Testament de Marilyn Monroe¹⁴

LAST WILL AND TESTAMENT

of

MARILYN MONROE

I, MARILYN MONROE, do make, publish and declare this to be my Last Will and Testament.

FIRST: I hereby revoke all former Wills and Codicils by me made.

SECOND: I direct my Executor, hereinafter named, to pay all of my just debts, funeral expenses and testamentary charges as soon after my death as can conveniently be done.

THIRD: I direct that all succession, estate or inheritance taxes which may be levied against my estate and/or against any legacies and/or devises hereinafter set forth shall be paid out of my residuary estate.

FOURTH: (a) I give and bequeath to BERNICE MIRACLE, should she survive me, the sum of \$10,000.00.

(b) I give and bequeath to MAY REIS, should she survive me, the sum of \$10,000.00.

(c) I give and bequeath to NORMAN and HEDDA ROSTEN, or to the survivor of them, or if they should both predecease me, then to their daughter, PATRICIA ROSTEN, the sum of \$5,000.00, it being my wish that such sum be used for the education of PATRICIA ROSTEN.

(d) I give and bequeath all of my personal effects and clothing to LEE STRASBERG, or if he should predecease me, then to my Executor hereinafter named, it being my desire that he distribute these, in his sole discretion, among my friends, colleagues and those to whom I am devoted.

FIFTH; I give and bequeath to my Trustee, hereinafter named, the sum of \$100,000.00, in Trust, for the following uses and purposes:

(a) To hold, manage, invest and reinvest the said property and to receive and collect the income therefrom.

(b) To pay the net income therefrom, together with such amounts of principal as shall be necessary to provide \$5,000.00 per annum, in equal quarterly installments, for the maintenance and support of my mother, GLADYS BAKER, during her lifetime.

¹⁴ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

(c) To pay the net income therefrom, together with such amounts of principal as shall be necessary to provide \$2,500.00 per annum, in equal quarterly installments, for the maintenance and support of MRS. MICHAEL CHEKHOV during her lifetime.

(d) Upon the death of the survivor between my mother, GLADYS BAKER, and MRS. MICHAEL CHEKHOV to pay over the principal remaining in the Trust, together with any accumulated income, to DR. MARIANNE KRIS to be used by her for the furtherance of the work of such psychiatric institutions or groups as she shall elect.

SIXTH: All the rest, residue and remainder of my estate, both real and personal, of whatsoever nature and wheresoever situate, of which I shall die seized or possessed or to which I shall be in any way entitled, or over which I shall possess any power of appointment by Will at the time of my death, including any lapsed legacies, I give, devise and bequeath as follows:

(a) to MAY REIS the sum of \$40,000.00 or 25% of the total remainder of my estate, whichever shall be the lesser,

(b) To DR. MARIANNE KRIS 25% of the balance thereof, to be used by her as set forth in ARTICLE FIFTH (d) of this my Last Will and Testament.

(c) To LEE STRASBERG the entire remaining balance.

SEVENTH: I nominate, constitute and appoint AARON R. FROSCHEX Executor of this my Last Will and Testament. In the event that he should die or fail to qualify, or resign or for any other reason be unable to act, I nominate, constitute and appoint L. ARNOLD WEISSBERGER in his place and stead.

EIGHTH: I nominate, constitute and appoint AARON R. FROSCHEX Trustee under this my Last Will and Testament. In the event he should die or fail to qualify, or resign or for any other reason be unable to act, I nominate, constitute and appoint L. Arnold Weissberger in his place and stead.

Marilyn Monroe (L.S.)

SIGNED, SEALED, PUBLISHED and DECLARED by MARILYN MONROE, the Testatrix above named, as and for her Last Will and Testament, in our presence and we, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses this 14th day of January, One Thousand Nine Hundred Sixty-One

Aaron R. Frosch residing at 10 West 86th St. NYC
Louise H. White residing at 709 E. 56 St., New York, NY

9.1.12. Testament de Samuel L. Clemens (Mark Twain)¹⁵

LAST WILL AND TESTAMENT

of

SAMUEL L. CLEMENS

I, Samuel L. Clemens, of the Town of Redding County of Fairfield, State of Connecticut, do hereby make, ordain, publish and declare this my last will and testament, hereby revoking all other wills and codicils by me at any time heretofore made.

Article First

I direct that my funeral expense and all my just debts and obligations be paid by my executors hereinafter named as soon after my decease as can conveniently be done.

Article Second

I give and bequeath to my daughter Clara Langdon Clemens, her heirs, executors, administrators and assigns absolutely five percent (5%) of any and all moneys which may at my death, be on deposit to my credit and subject to withdrawal on demand in any bank or trust company or in any banking institution.

Article Third

I give and bequeath to my daughter Jean Lampton Clemens, her heirs, executors, administrators and assigns absolutely five percent (5%) of any and all moneys which at the time of my death may be on deposit to my credit and subject to withdrawal on demand in any bank or trust company or in any banking institution.

Article Fourth

I give, devise and bequeath all the rest, residue and remainder of my property and estate, real, personal, and mixed, wheresoever situate to my executors hereinafter named, in trust however, for the following uses and purposes; to wit:

I direct such trustees to divide said rest, residue and remainder into two (2) equal parts as nearly as may be, and to hold and dispose of the same as follows:

(a) To invest and reinvest, one of such two (2) equal parts and to pay the income therefrom on the fifteenth days of January, April, July and October of each year to my said daughter Clara Langdon Clemens for the term of her natural life, to and for her sole and separate use and behoof, without power of anticipation, and free from any control or

¹⁵ Last Will and Testament of Samuel Clemens (Mark Twain). Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-samuel-clemens-mark-twain.html>

interference on the part of any husband she may have. Power is hereby conferred upon my said daughter Clara Langdon Clemens to dispose by last will and testament of the whole or any part of the said share or proportion of my residuary estate so held in trust for her sole and separate use, and my trustees hereinafter named are hereby authorized, empowered and directed to convey, assign, transfer and deliver the whole or any part of the trust fund hereby created for the benefit of my said daughter Clara Langdon Clemens as directed by her should she die leaving said last will and testament except as hereinafter provided.

In the event that my said daughter Clara Langdon Clemens having married, shall die leaving issue her surviving but without leaving any last will and testament then and in that event the said half of my residuary estate held as aforesaid by my trustees for her sole and separate use, with any unpaid accumulations thereon, I give, devise and bequeath to her issue then surviving share and share alike (per stirpes) and not (per capita). In the event that the said Clara Langdon Clemens shall die without leaving issue her surviving and without leaving any last will and testament, then and in that event I direct that my trustees hereinafter named shall hold the said one half of my residuary estate for the sole and separate use and benefit of my daughter Jean Lampton Clemens under the same terms and conditions, and under the same trusts as hereinafter provided for the said Jean Lampton Clemens in subdivision – b- of Article Fourth of this my last will and testament.

(b) To invest and reinvest one of two such equal parts and to pay the income therefrom on the fifteenth days of January, April, July and October of each year to my daughter Jean Lampton Clemens for the term of her natural life to and for her sole and separate use and behoof without power of anticipation and free from any control or interference on the part of any husband she may have. Power is hereby conferred upon my said daughter Jean Lampton Clemens to dispose by last will and testament of the whole or any part of the my residuary estate so held in trust for her sole and separate use, and my trustees hereinafter named are hereby authorized, empowered and directed to convey, assign, transfer and deliver the whole or any part of the trust fund hereby created for the benefit of my daughter Jean Lampton Clemens, as directed by her should she die leaving said last will and testament, except as hereinafter provided.

In the event that my said daughter Jean Lampton Clemens having married shall die leaving issue her surviving but without leaving any last will and testament then the said half of my residuary estate held as aforesaid by my trustees for her support, use and benefit with any unpaid accumulations thereon, I give, devise and bequeath to her issue then surviving share and share alike (per stirpes) and not (per capita).

In the event that my said Jean Lampton Clemens, having married shall die leaving issue her surviving but without leaving any last will and testament, then the said half of my residuary estate, held as aforesaid by my trustees for her support, use and benefit with any unpaid accumulations thereon, I give, devise and bequeath to her issue the surviving share and share alike (per stirpes) and not (per capita.)

In the event that the said Jean Lampton Clemens shall die without leaving issue her surviving or leaving any last will and testament, then I direct that my trustees hereinafter named shall hold the said one half of my residuary estate for the sole use and benefit of my daughter Clara Langdon Clemens under the same terms and conditions and under the same trusts as are hereinafter provided for the said Clara Langdon Clemens in subdivision (a) of article fourth of this my last will and testament.

(c) In the event that either of my said daughters Clara Langdon Clemens or Jean Lampton Clemens shall by will or otherwise become entitled to the whole or any part or portion of the share of my residuary estate left by this instrument to the other, my said trustees hereinafter named shall continue to hold the same in trust, and I direct that my said trustees shall invest and reinvest the same and pay the income therefrom to such daughter on the fifteenth days of January, April, July and October of each year during the life of such surviving daughter, and upon her death to convey, assign, transfer and deliver the same to her executors, administrators and assigns to be disposed of by them, as she may by last will and testament direct; in the event that such surviving daughter shall not leave a last will and testament disposing of all the property held in trust for her benefit then I direct that my said trustees shall convey, assign, transfer and deliver all of the property then held in trust under the terms of this will to the next of kin of such last surviving daughter in accordance with the statutes of descent and distribution of the State of which such surviving daughter may be a resident at the time of her decease.

Article Fifth

-a- I hereby nominate and appoint my friends Jervis Langdon of the City of Elmira County of Chemung and State of New York, Edward E. Loomis of the City, County and State of New York, and Zoheth S. Freeman of the City, County and State of New York as the executors of this my last will and testament and trustees of the several trusts herein created, and reposing confidence in their integrity, I desire that they shall not be required to furnish any bond or other security as such Executors or Trustees and that if any Court administering upon my said Estate shall nevertheless require any such bond or security, the same shall be obtained at the expense of my estate, and the costs thereof paid out of the gross income thereof or out of the fund for the proper care or administration of which such bond or security may be acquired. Each of said Executors and Trustees shall have one vote in the determination of all questions affecting the administration of the

said estate, or of said trust and the majority vote of said Executors or said Trustees shall settle and determine every question.

-b- I give and grant to my Executors and likewise unto my said Trustees full power and authority to sell at private sale and to grant bargains and convey from time to time, all or any part or portion of the real estate and personal property herein devised and bequeathed or purchased with the proceeds or income thereof, for the time being in their hands or under their control or that may in any other way become a part of my trust estate, either for cash or upon such time and terms of sale and such security if any as to them shall seem best; further for the purpose of paying my just debts or satisfying any bequest or devise contained in this will, or for the purpose of any of the partitions or dividends, herein provided for or otherwise or for the purpose of investing or reinvesting or for any other purpose or purposes that they may think necessary or desirable to accomplish for the benefit of the estate, said Trustee shall have full power and authority to exchange any such property for other property, and generally to manage and control the same and all avails, produce and reinvestment of the same in the same manner and with the same authority, that they might manage and control their individual property, and I hereby grant to confer upon said Trustees full power and authority to invest and reinvest any and all moneys, avails and profits derived from any such property sold or exchanged in such securities and in such manner as in their discretion they may deem best, notwithstanding any provision of law requiring the investment of trust funds in any kind or class of securities, provided only, that the moneys, avails and produce derived from any property sold or exchanged as aforesaid, and all property and securities purchased or acquired by means of such moneys avails or produce shall be held in the same manner and upon the same trusts as the money invested or the property so sold or exchanged. I direct that in all cases all profits or losses incurred in the sale of securities or property belonging to the trust estate shall be added to or deducted from the trust estate, and shall not be credited to charged against the income account but all stock dividends and the value of all rights to subscribe to new securities of any corporation in which the trust estate is interested shall be considered income. All inheritance or transfer taxes shall be paid out of the corpus of my estate and not charged against the income.

Article Sixth

Upon the death of any of the Trustees herein before named or their successors, prior to the termination of their trusts, the survivors of said Trustees or their successors may, by instrument in writing duly acknowledged and recorded in the office where this will may be probated, appoint a successor to such trustee or to his successor. If such appointment is not so made within six months after such death, the Court having jurisdiction in the premises, may appoint such successor on application of any beneficiary hereunder. A

successor trustee appointed by either method shall have all the power and authority conferred by this will upon his predecessor.

Article Seventh

As I have expressed to my daughter Clara Langdon Clemens, and to my associate Albert Bigelow Paine, my ideas and desires regarding the administration of my literary productions and as they are especially familiar with my wishes in that respect, I request that my executors and trustees above named confer and advise with my said daughter Clara Langdon Clements and the said Albert Bigelow Paine as to all matters relating in any way to the control, management and disposition of my literary productions, published and unpublished, and all my literary articles and memoranda of every kind and description and generally as to all matters, which pertain to copyrights and such other literary property as I may leave at the time of my decease. The forgoing suggestion as to consultation is, however, made subject to my contract dated July 24th 1909 with Albert Bigelow Paine for the preparation of my letters for publication, and in full recognition thereof, and subject also to the contract dated Aug 27 1906 made by and between the said Albert Bigelow Paine and Harper Brothers, as I have appointed the said Albert Bigelow Paine as my biographer, and have ratified and approved his said contract relating to the publication thereof.

In witness whereof, I have hereunto subscribed my name and affixed my seal this seventeenth (17) day of August in the year of our Lord One Thousand Nine Hundred and nine.

Samuel L. Clemens

The above Instrument consisting of eight (8) type-written pages, including the page on which our signatures are subscribed was at the date thereof signed, sealed, published and declared by the said Samuel L. Clemens as and for his last will and testament, in the presence of us, who at his request and in his presence and in the presence of each other, have subscribed our names as witnessed thereto.

Albert Bigelow Paine, residing at Redding, Conn.
Harry A. Lounsbury, residing at Redding, Conn.
Charles G. Lark, residing at 571 W. 139th Street N.Y. City

A true copy
John N. Nickerson, Judge
By Wm. E. Hazen (??) clerk

9.1.13. Testament de Diana F. Spencer¹⁶

I DIANA PRINCESS OF WALES of Kensington palace London W8 HEREBY REVOKE all former Wills and testamentary dispositions made by me AND DECLARE this to be my last Will which I make this first day of June one thousand nine hundred and ninety three.

1. I APPOINT my mother THE HONOURABLE MRS. FRANCES RUTH SHAND KYDD of Callinesh Isle of Seil Oban Scotland and COMMANDER PATRICK DESMOND CHRISTIAN JERMY JEPHSON of St. James's Palace London SW1 to be the Executors and Trustees of this my Will

2. I WISH to be buried

3. SHOULD any child of mine be under age at the date of the death of the survivor of myself and my husband I APPOINT my mother and my brother EARL SPENCER to be the guardians of that child and I express the wish that should I predecease my husband and he will consult with my mother with regard to the upbringing in education and welfare of our children.

4.(a) I GIVE free of inheritance tax all my chattels to my Executors jointly (or if only one of them shall prove my Will to her or him) (b) I DESIRE them (or if only one shall prove her or him (i) To give effect as soon as possible but not later than two years following my death to any written memorandum or notes of wishes of mine with regard to any of my chattels (ii) Subject to any such wishes to hold my chattels (or the balance thereof) in accordance with Clause 5 of this my Will (c) FOR the purposes of this Clause "chattels" shall have the same meaning as is assigned to the expression "personal chattels" in the Administration of Estates Act 1925 (including any car or cars that I may own at the time of my death) (d) I DECLARE that all expenses for the safe custody of and insurance incurred prior to giving effect to my wishes and for packing transporting and insurance of the purposes of the delivery to the respective recipients of their particular chattels shall be borne by my residuary estate

5. SUBJECT to the payment of discharge of my funeral testamentary and administration expenses and debts and other liabilities I GIVE all my property and assets of every kind and wherever situated to my Executors and Trustees upon trust either to retain (if they think fit without being liable for loss) all or any part in the same state as they are at the time of my death or to sell whatever and wherever they decide with power when they consider it proper to invest trust monies and to vary investments in accordance with the powers contained in the Schedule to this my Will and to hold the same UPON TRUST

¹⁶ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

for such of them my children PRINCE WILLIAM and PRINCE HENRY as are living three months after my death attain the age of twenty five years if more than one in equal share PROVIDED THAT if either child of mine dies before me or within three months after my death and issue of the child are living three months after my death and attain the age of twenty one years such issue shall take by substitution if more than one in equal shares per stripe and the share that the deceased child of mine would have taken had he been living three months after my death but so that no issue shall take whose parent is then living and so capable of taking

6. MY EXECUTORS AND TRUSTEES shall have the following powers in addition to all other powers over any share of the Trust Fund (a) POWER under the Trustee Act 1925 Section 31 to apply income for maintenance and to accumulate surplus income during a minority but as if the words "my Trustees think fit" were substituted in sub-section (1)(i) thereof for the words "may in all the circumstances be reasonable" and as if the proviso at the end of sub-section (1) thereof was omitted (b) POWER under the Trustee Act 1925 Section 32 to pay or apply capital for advancement or benefit but as if proviso (a) to sub-section (1) thereof stated that "no payment or application shall be made to or for any person which exceeds altogether in amount the whole of the presumptive or vested share or interest of that person in the trust property or other than for the personal benefit of that person or in such manner as to prevent limit or postpone his or her interest in possession in that share or interest"

7. THE statutory and equitable rules of apportionment shall not apply to my will and all dividends and other payments in the nature of income received by the Trustees shall be treated as income at the date of receipt irrespective of the period for which the dividend or other income is payable

8. IT is my wish (but without placing them under any binding obligation) that my executors employ the firm of Mishcon de Reya of 21 Southampton Row London WC1B 5HS in obtaining a Grant of Probate to and administering my estate

9. ANY person who does not survive me by at least three months shall be deemed to have predeceased me for the purpose of ascertaining the devolution of my estate and the income thereof

10. IF at any time an Executor or Trustee is a professional or business person charges can be made in the ordinary way for all work done by that person or his firm or company or any partner or employee

THE SCHEDULE

My Executors and Trustees (hereinafter referred to as "my Trustees") in addition to all other powers conferred on them by law or as the result of the terms of this my Will shall have the following powers

1.(a) FOR the purposes of any distribution under Clause 5 to appropriate all or any part of my said property and assets in or toward satisfaction of any share in my residuary estate without needing the consent of anyone (b) FOR the purposes of placing a value on any of my personal chattels (as defined by the Administration of Estates Act 1925) so appropriated to use if they so decide such value as may have been placed on the same by any Valuers they instruct for inheritance tax purposes on my death or such other value as they may in their absolute discretion consider fair and my Trustees in respect of any of my personal chattels which being articles of national scientific historic or artistic interest are treated on such death as the subject of a conditionally exempt transfer for the purposes of the Inheritance Tax Act 1984 Section 30 (or any statutory modification or re-enactment thereof) shall in respect of any such appropriation place such lesser value as they in their absolute discretion consider fair after taking into account such facts and surrounding circumstances as they consider appropriate including the fact that inheritance tax for which conditional exemption was obtained might be payable by the beneficiary on there being a subsequent chargeable event (c) TO insure under comprehensive or any other cover against any risks and for any amounts (including allowing as they deem appropriate for any possible future effects of inflation and increasing building costs and expenses) any asset held at any time by my Executors and Trustees and the premiums in respect of any such insurance may be discharged by my Executors and Trustees either out of income or out of capital (or partly out of one and partly out of the other) as my Executors and Trustees shall in their absolute discretion determine and any monies received by my Executors and Trustees as the result of any insurance insofar as not used in rebuilding reinstating replacing or repairing the asset lost or damaged shall be treated as if they were the proceeds of sale of the asset insured PROVIDED ALWAYS that my Executors and Trustees shall not be under any responsibility to insure or be liable for any loss that may result from any failure so to do

2(a) POWER to invest trust monies in both income producing and non-income producing assets of every kind and wherever situated and to vary investments in the same full and unrestricted manner in all respects as if they were absolutely entitled thereto beneficially (b) POWER to retain or purchase as authorised investment any freehold or leasehold property or any interest or share therein of whatever nature proportion or amount (which shall be held upon trust to retain or sell the same) as a residence for one or more beneficiaries under this my will and in the event of any such retention or purchase my Trustees improvement or repair of any building on such freehold or leasehold property including one where there is any such interest or share And my Trustees shall have power to decide (according to the circumstances generally) the terms and conditions in every respect upon which any such person or persons may occupy and reside at any

such property (or have the benefit of the said interest or share therein) (c) POWER to delegate the exercise of their power to invest trust monies (including for the purpose of holding or placing them on deposit pending investment) and to vary investments to any company or other persons or person whether or not being or including one or more of my Trustees and to allow any investment or other asset to be held in the names or name of such person or persons as nominees or nominee of my Trustees and to decide the terms and conditions in every respect including the period thereof and the commission fees or other remuneration payable therefor which commission fees or other remuneration shall be paid out of the capital and income of that part or the Trust Fund in respect of which they are incurred or of any property held on the same trusts AND I DECLARE that my Trustees shall not be liable for any loss arising from any act or omission by any person in whose favour they shall have exercised either or both their powers under this Clause (d) POWER to retain and purchase chattels of every description under whatever terms they hold the same by virtue of the provisions of this my Will And in respect thereof they shall have the following powers (i) To retain the chattels in question under their joint control and custody or the control and custody of any of them or to store the same (whether in a depository or warehouse or elsewhere) (ii) To lend all or any of the chattels to any person or persons or body or bodies (including a museum or gallery) upon such terms and conditions as my Trustees shall determine (iii) To cause inventories to be made (iv) Generally to make such arrangements for their safe custody repair and use as having regard to the circumstances my Trustees may from time to time think expedient (v) To sell the chattels or any of them and (vi) To treat any money received as the result of any insurance in so far as not used in reinstating replacing or repairing any chattel lost or damaged as if it were the proceeds of sale of the chattel insured (e) POWER in the case of any of the chattels of which a person of full age and capacity is entitled to the use but when such person's interest is less than an absolute one (i) To cause an inventory of such chattels to be made in duplicate with a view to one part being signed by the beneficiary for retention by my Trustees and the other part to be kept by the beneficiary and to cause any such inventory to be revised as occasion shall require and the parts thereof altered accordingly (ii) To require the beneficiary to arrange at his or her expense for the safe custody repair and insurance of such chattels in such manner as my Trustees think expedient and (where it is not practicable so to require the beneficiary) to make such arrangements as are referred to under paragraph (iv) of sub-clause (d) of this clause

PROVIDED THAT my Trustees shall also have power to meet any expenses which they may incur in the exercise of any of their powers in respect of chattels out of the capital and income of my estate or such one or more of any different parts and the income

thereof as they shall in their absolute discretion determine AND I FURTHER DECLARE that my Trustees shall not be obliged to make or cause to be made any inventories of any such chattels that may be held and shall not be liable for any loss injury or damage that may happen to any such chattels from any cause whatsoever or any failure on the part of anyone to effect or maintain any insurance

IN WITNESS whereof I have hereunto set my hand the day and year first above written SIGNED by HER ROYAL HIGHNESS) in our joint presence and) then by us in her presence)

9.1.14. Testament de Vickie Lynn Marshall¹⁷

LAST WILL AND TESTAMENT

of

VICKIE LYNN MARSHALL

I, VICKIE LYNN MARSHALL, also known as Vickie Lynn Smith, and Vickie Lynn Hogan, and Anna Nicole Smith, a resident of Los Angeles County, California, declare that this is my Will. I revoke all prior Wills and Codicils. I hereby dispose of all property that I am entitled to dispose of by Will and exercise all general powers of appointment that I am entitled to exercise. I have not entered into a contract to make or not revoke a Will.

1. ARTICLE I

FAMILY DECLARATIONS AND STATUTORY DISINHERITANCE

I am unmarried. I have one child DANIEL WAYNE SMITH. I have no predeceased children nor predeceased children leaving issue.

Except as otherwise provided in this Will, I have intentionally omitted to provide for my spouse and other heirs, including future spouses and children and other descendants now living and those hereafter born or adopted, as well as existing and future stepchildren and foster children.

* END OF ARTICLE *

2. ARTICLE II

DISPOSITION OF ESTATE

All of the property of my estate (the "residue"), after payment of any taxes or other expenses of my estate as provided below, including property subject to a power of appointment exercised hereby, shall be distributed to HOWARD STERN, ESQ., to hold in trust for my child under such terms as he and a court of competent jurisdiction may declare, such that my children are distributed sufficient sums for the health, education, and support according to their accustomed manner of living from either the income or principal of the trust until age twenty-five; and are at that time given one-third of all of the

¹⁷ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

income of the trust and one-third of the principal of the trust as then constituted; and at thirty are given one-half of the income from the trust and one-half of the principal of the trust as then constituted; and at thirty-five are given all of the principal of the trust. If, in the discretion of the Trustee, the amount remaining in the Trust is too small to efficiently administer, he may give all of the corpus of the Trust to my child at once.

* END OF ARTICLE *

3. ARTICLE III

PROVISIONS REGARDING EXECUTORS

3.1 Nomination of Executor.

I nominate as Executor and as successor Executors of this Will those named below. Each successor Executor shall serve in the order and priority designated if the prior designated Executor fails to qualify or ceases to act.

First:	HOWARD STERN, ESQ.
Second:	RON RALE, ESQ.
Third:	ERIC JAMES LUND, ESQ.
	Wells Fargo Bank (Sandra K. Von Paul) or its
Fourth:	successors by merger, consolidation, or
	otherwise.

3.2 Power to Nominate Executor.

If all of the foregoing Executors are unable or unwilling to act, the majority of the adult beneficiaries under this Will shall have the power to designate as successor Executor any corporate fiduciary having assets under management of at least Two Hundred Fifty Million Dollars (\$250,000,000). Such designation shall be filed with the court in which this Will is probated.

3.3. Waiver of Bond.

I request that no bond be required of any Executor nominated above, including nonresidents, whether such Executor is acting alone or together with another.

3.4. Powers of Executor.

My Executor shall have the following powers in addition to all powers now or hereafter conferred by law, and except as otherwise expressly provided, shall have the broadest and most absolute permissible discretion in exercising all powers. I intend and direct that the probate court uphold any action taken by my Executor, absent clear and convincing evidence of bad faith or gross negligence.

3.4.1. Independent Administration.

My Executor may administer my estate with full authority under the California Independent Administration of Estates Act.

3.4.2. Tax Elections and Decisions.

My Executor may value my gross estate for federal estate tax purposes as of the date of my death or any permissible alternate valuation date, may claim any items of expense as income or estate tax deductions, or both, and may make such other tax elections or tax oriented decisions as my Executor believes will achieve an overall reduction in taxes. No compensating adjustments shall be made among my beneficiaries or between income and principal accounts by reason of the elections and decisions authorized by the preceding sentence, except as my Executor deems equitable, and no such election or decision shall be subject to challenge absent clear and convincing evidence of gross negligence or bad faith.

3.4.3. Disclaimers.

My Executor may disclaim all or any portion of any bequest, devise or trust interest provided for me under any Will or Trust. In particular, I authorize and encourage my Executor to try to obtain overall tax savings, even though this may change the ultimate recipients of the property that is disclaimed.

3.4.4. Limitations on Tax Elections and Decisions.

No person serving as Executor for federal tax purposes, hereunder or pursuant to the terms of the Trust, shall have authority to make or participate in any tax election or decision if the power to do so would result in his or her having a general power of appointment (for federal gift and estate tax purposes) over property with respect to which he or she would (or might) not otherwise have such a general power, and in such event such authority shall pass to the next successor fiduciary who is not so disqualified.

3.4.5. Management and Administrative Powers of Executor.

Subject to any express limitation stated elsewhere in this will, I hereby grant to my Executor all administrative powers that may legally be granted to an Executor under California law as of the date of my death, including, without limitation and to the extent that I am permitted to do so by California law. Without limiting any of the foregoing, I specifically provide that my Executor shall have the broadest and most unrestricted powers to sell, lease or retain any property, make investments, make tax elections and tax oriented decisions, defer distributions, retain professional advisors and compensate them from my estate, or continue or restructure any business. I also direct that my Executor obtain court approval only as my Executor deems appropriate or if such approval is required by law despite any provision in a Will purporting to eliminate the need for such approval, it being my desire that, whenever possible, my Executor rely on Notices of Proposed Action or Waivers of Notice and Consents, unless my Executor desires court approval.

3.5. Resignation of Executor.

My Executor may resign at any time (a) by filing a written instrument with the court having jurisdiction over my estate, or (b) by giving written notice to all successor Executors.

3.6. Successor Executors.

All authority, titles and powers of the original Executor shall automatically pass to a successor Executor. A successor Executor may accept as correct or contest any accounting made by any predecessor Executor; provided that a successor Executor shall be obligated to inquire into the propriety of any act or omission of a predecessor if so requested in writing by a Trustee of the Trust, any Protector of the Trust, or any adult beneficiary or the guardian of a minor beneficiary of the Trust within ninety (90) days of the date that the successor is appointed.

3.7. Liability of Executor.

No Executor, other than a corporate Executor, shall be liable to any person interested in my estate for any act or default of my Executor or any other person, or for any obligation of my estate, unless it results from my Executor's own bad faith, willful misconduct, or gross negligence. My estate shall indemnify my Executor from any liability with respect to which my Executor is held harmless pursuant to the preceding sentence. I specifically indemnify my Executor, including any corporate Executor, from any personal liability for any clean-up costs relating to property held in my estate that contains toxic substances, and direct that any such clean-up costs be paid from my estate in proportion to its interest in the toxic property. Furthermore, if my Executor suspects that property held in my estate may present toxic clean-up problems, my Executor may obtain an environmental assessment, and my estate shall pay for such assessment. Prior to appointment, a nominated Executor may obtain court authority for such assessment, and be reimbursed from the residue of my estate therefor. Such assessment shall also be obtained before any purchase of any property by my estate if my Executor suspects toxic contamination, the cost of such assessment to be paid from my estate.

3.8. Executor's Authority to Transfer to Trust.

I hereby authorize my Executor (or the person nominated to serve as Executor even if no Letters Testamentary are issued) to transfer to the Trustee of the Trust any asset and to execute any document in connection with any such transfer to the extent necessary or appropriate to carry out any assignment of assets to the Trust.

3.9. Co-Executors.

If more than one person is serving as Executor, one Executor acting alone may transfer securities and execute all documents in connection therewith; open accounts with one or more bank and savings and loan associations; authorize deposit or

withdrawal of funds to or from accounts; and sign checks. Transfer agents, corporations and financial institutions dealing with a single Executor as provided in the preceding sentence shall have no liability as a consequence of dealing with only one Executor. My Executor may delegate any ministerial duties to any Co-Executor.

* END OF ARTICLE *

4. ARTICLE IV

GENERAL PROVISIONS

4.1 **No Interest.**

No interest shall be paid on any gift hereunder, except to the extent necessary to qualify for the marital deduction.

4.2. **Life Insurance Policies.**

4.2.1. **Collection of Proceeds.**

Upon the death of any person insured under a policy of insurance payable to my Executor, my Executor may exercise any option provided in the policy, and receive all sums due under the terms of the policy. To facilitate receipt of such sums, my Executor may execute receipts and other instruments, and compromise disputed claims; provided, however, that if payment of a claim is contested, my Executor shall not be obligated to take any action for collection until my Executor has been personally indemnified to my Executor's satisfaction against any liability or expense, including attorney's fees; provided, further, that my Executor may use any funds in my Executor's hands to pay the expenses, including attorney's fees, to collect the proceeds of a policy, and may reimburse himself, herself or itself for advances made for this purpose. No insurance company shall have any obligation to inquire into the application of the proceeds of any policy. Upon payment to my Executor of the amounts due under a policy, an insurance company shall be relieved of all further liability thereunder.

4.3. **Construction.**

4.3.1. **Number and Gender.**

In all matters of interpretation, the masculine, feminine and neuter shall each include the other, as the context indicates, and the singular shall include the plural and vice versa.

4.3.2. **Headings.**

The headings in this Will are inserted for convenient reference and shall be ignored in interpreting this Will.

4.3.3. **Severability of Provisions.**

If any provision hereof is unenforceable, the remaining provisions shall remain in full effect.

4.4. **Governing Law.**

The validity, interpretation, and administration of this Will shall be governed by the laws of the State of California in force from time to time.

* END OF ARTICLE *

5. ARTICLE V

TAXES AND OTHER EXPENSES OF MY ESTATE

5.1. **Payment from Trust.**

All federal estate and other death taxes imposed and all expenses and charges incidental thereto, shall be payable by the Executor out of the residue of the estate, without charge against or reimbursement from any beneficiary; but excluding the taxes referred to in the following subsections 5.1.1. through 5.1.13 below, which shall be paid as provided below.

5.1..2. Any additional taxes under Section 2032A(c) of the Code, which shall be paid or bonded by the recipients of the property subject to special use valuation as provided in Section 2032A(c)(5);

5.1..2. Any tax under Section 2036 of the Code caused by my retaining any interest subject to Section 2036 of the Code, which shall be paid as provided in Section 2207B of the Code;

5.1..3. Any taxes under Section 2039 of the Code;

5.1..4. Any tax under Section 2041 of the Code caused by my possession of a general power of appointment not validly exercised by me during my lifetime or in this Will, imposed upon or in relation to any property or interest therein included in my gross estate for federal estate tax purposes, which shall be paid as provided in Section 2207 of the Code;

5.1..5. Any tax under Section 2042 of the Code with respect to any policy of insurance if the Deceased Trustor did not possess the right to change the beneficiary of such policy on the date of my death, which shall be paid as provided in Section 2206 of the Code;

5.1..6. Any taxes under Section 2056A(b) of the Code, which shall be computed and paid as provided in Section 2056A(b) of the Code;

5.1..7. Any taxes caused by failure to make a full election under Section 2056(b)(7) of the Code with respect to any portion of the Marital Gift. Such taxes shall be paid from the portion of the Marital Gift as to which such election is not made or from any separate Trust created to hold such portion;

5.1.8. Any generation-skipping transfer taxes under Section 2601 et seq. of the Code, which shall be computed as provided in Section 2601 et seq. of the Code and be paid as provided in Section 2603 of the Code;

5.1.9. Any taxes under Section 2701 et seq. of the Code;

5.1.10. Any tax under Section 4980A(d) of the Code.

5.1.11. Any tax caused by my possession of a vested reversion or remainder interest that has been deferred under Section 6163 of the Code; and,

5.1.12. Any state death tax imposed on property subject to the taxes described in Subsections 5.1.1. through 5.1.13 above.

The foregoing taxes excluded from payment from the Residuary Amount shall be charged against and paid from the property and interests with respect to which such taxes are imposed, or by the recipients or owners of such property and interests within thirty (30) days after a written demand from the Trustee, as the Trustee deems appropriate. Except as otherwise provided above with respect to certain of the taxes imposed by the Code, the amounts to be paid pursuant to the preceding sentence shall be computed on a pro-rata basis based on the ratio of (a) the value for federal estate tax purposes of the property and interests with respect to which such taxes are imposed, to (b) the value of the my taxable Estate for federal estate tax purposes, multiplied by (c) the sum of the total estate and other death taxes payable, i.e (a/b) x c. Notwithstanding the foregoing, none of the taxes listed in Subsections 5.1.1 through 5.1.13 above shall be payable (directly or indirectly) by or from a gift to or in trust for the Survivor if the effect of such payment would be to cause an increase in the overall death taxes payable by reason of my death nor shall any such taxes be payable (directly or indirectly) by or from a gift to any charitable entity if the effect of such payment would be to reduce the charitable deduction allowable to my Estate.

5.2. **Tax Deductions and Elections.**

After reasonable consultation with the Trustee of the trust, my Executor may take any action and make any election to minimize the tax liabilities of my estate or the beneficiaries of the Trust. Except as otherwise expressly provided herein, my Executor shall have the power (but not the obligation) to make adjustments to compensate for the consequences of any tax election or any investment or administrative decision that my Executor believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over another. No decision of my Executor regarding tax matters shall be subject to challenge by any person or entity, unless the party affected can clearly prove that the decision was grossly negligent or made in bad faith.

* END OF ARTICLE *

6. ARTICLE VI

NO CONTEST; DISINHERITANCE

6.1. Contestants Disinherited.

If any legal heir of mine, any person claiming under any such heir, or any other person, in any manner, directly or indirectly, contests or attacks this Will or the Trust or any of the provisions of said instruments, or conspires with or assists anyone in any such contest, or pursues any creditor's claim that my Executor reasonably deems to constitute a contest, any share or interest in my estate or the Trust is revoked and shall be disposed of as if the contesting beneficiary had predeceased me without descendants, and shall augment proportionately the shares of my estate passing to or in trust for my beneficiaries who have not participated in such acts. This Article shall not apply to a disclaimer. Expenses to resist a contest or other attack of any nature shall be paid from my estate as expenses of administration.

6.2. General Disinheritance.

Except as otherwise provided herein and in the Trust, I have intentionally omitted to provide for any of my heirs, or persons claiming to be my heirs, whether or not known to me.

* END OF ARTICLE *

7. ARTICLE VII

OFFICE OF GUARDIAN

7.1. Nomination of Guardian of the Person.

I nominate HOWARD STERN as guardian and successor guardian of the person of my minor child DANIEL WAYNE SMITH:

Any such nominee who is a resident of a state other than California may, at the nominee's election, file a petition for appointment in such other state and/or in California. I request that any court having jurisdiction permit the guardian to change the residence and domicile of my minor children to the jurisdiction where the guardian resides.

I give the guardian of the person of my minor children the same authority as a parent having legal custody and authorize the guardian to exercise such authority without need for notice, hearing, court authorization, instructions, approval or confirmation in the same manner as a parent having legal custody. I request that no bond be required because of the grant of these independent powers.

7.2. **Waiver of Bond.**

I request that no bond be required of any guardian nominated above.

* END OF ARTICLE *

Signature Clause. I subscribe my name to this Will at Los Angeles, California, on this
____ 30th ____ day of _____ July _____, 2001.

_____/S/ Vicki Lynn Marshall_____

VICKI LYNN MARSHALL

9.1.15. Testament de Walt Disney¹⁸

LAST WILL AND TESTAMENT

of

WALTER E. DISNEY

I, WALTER E. DISNEY, a resident of Los Angeles County, California, declare this to be my Last Will and revoke all former Wills and Codicils.

FIRST: I declare that I am married to LILLIAN B. DISNEY and that I have only two children, namely, DIANE DISNEY MILLER and SHARON DISNEY BROWN.

SECOND: It is my intention to dispose by this Will of my one-half (1/2) of the community property of my wife and myself and of all my separate property, if any. I do not undertake to dispose of my wife's one-half (1/2) of our community property.

THIRD: In the event that there shall be included in my estate any interest in any residential real properties (i.e., properties occupied by my wife and myself as our residence at the date of my death or as one of several of our residences) I hereby grant to my wife, LILLIAN B. DISNEY, if she survives me, an option to purchase any one or more of such residential real properties. The purchase price for the residential real property purchased shall be its appraised value as shown in the Inventory and Appraisal for my estate, less the amount of any encumbrance on such residential real property. If my wife exercises this option to purchase she shall take such residential real property subject to any encumbrance existing against it at the date of my death and my estate shall not pay any such encumbrance. The purchase price for the residential real property purchased by my wife pursuant to the exercise of this option may be payable by her either in cash or in stock of Walt Disney Productions (or any successor corporation) at her option. In the event that my wife elects to pay for such residential real property in stock, the value of such stock for such purpose shall be the closing price for the stock on the New York Stock Exchange on the day preceding the day on which my wife obtains title to my interest in such residence pursuant to the provisions of this Article. The option granted hereunder must be exercised by my wife within six months of the date of my death. Any residential real property which is not purchased by my wife pursuant to the provisions of this Article shall augment the residue of my estate provided

¹⁸ Last Will and Testament of Walt Disney. Recuperat de:
<https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-walt-disney.html>

for under the terms of Article SIXTH below. In the event that any such residential real property is so purchased, the proceeds from the sale shall also augment the residue of my estate and be disposed of as provided in Article SIXTH below.

FOURTH: I give and bequeath to my wife, LILLIAN B. DISNEY, if she survives me by sixty (60) days, all of my tangible personal property and personal effects, including without limitation, all my household furniture, furnishings, silverware, books, paintings, works of art, automobiles, clothing, jewelry, miniatures, awards and all other similar items including all policies of insurance on such property. In the event that my wife does not so survive me I give and bequeath all of the property disposed of by this Article FOURTH in equal shares to my children if they both so survive me, or all to the survivor if only one of my children survive me. In the event that my wife and my children do not so survive me, the gift provided for in this Article FOURTH shall lapse and the properties disposed of under this Article FOURTH shall augment the residue of my estate.

FIFTH: I give, devise and bequeath the rest and residue of my property, real and personal, wherever located, including all failed and lapsed gifts, as follows:

1. Forty-five percent (45%) of such residue shall be distributed to LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK as Trustees, IN TRUST. Such Trust shall be known as the Disney Family Trust and shall be held and distributed as provided for in Article SIXTH below.

2. Forty-five percent (45%) of such residue shall be distributed to Disney Foundation as Trustee, IN TRUST. Such Trust shall be known as the Charitable Trust and shall be held and distributed as provided for in Article SEVENTH below. If all or any portion of the gift provided for in this Paragraph 2 shall be invalid by reason of Probate Code Section 41, or any other provision of law limiting, restricting or invalidating gifts to charity, such bequest shall be carried out to the extent permitted by law, and to the extent not so permitted shall go instead to the University of California.

3. Two and one-half percent (2-1/2%) thereof shall be distributed to LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK as Trustees, IN TRUST, for the benefit of MARJORIE DAVIS (hereby designated a life income beneficiary) and NANETTE DAVIS, GEOFFREY DAVIS and MELINDA DAVIS (hereby designated as remaindermen) to be held and distributed as a Residuary Trust as provided for in Article EIGHTH below.

4. Two and one-half percent (2-1/2%) thereof shall be distributed to LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK as Trustees, IN TRUST, for the benefit of DOROTHY DISNEY PUDER (hereby designated a life income beneficiary) and LINDA PUDER, DAVID PUDER and PAUL PUDER (hereby designated as

remaindermen), to be held and distributed as a Residuary Trust as provided for in Article EIGHTH below.

5. Two and one-half percent (2-1/2%) thereof shall be distributed to LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK as Trustees, IN TRUST, for the benefit of RUTH FLORA BEECHER (hereby designated a life income beneficiary) and THEODORE BEECHER (hereby designated a remainderman) to be held and distributed as a Residuary Trust as provided for in Article EIGHTH below.

6. Two and one-half percent (2-1/2%) thereof shall be distributed to LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK, as Trustees, IN TRUST, for the benefit of PHYLLIS BOUNDS (hereby designated a life income beneficiary) and ALEXANDRA DETIEGE, VICTORIA DETIEGE and CLANCY DETIEGE (hereby designated as remaindermen) to be held and distributed as a Residuary Trust as provided for in Article EIGHTH below.

SIXTH: DISNEY FAMILY TRUST:

1. In the event that my wife, LILLIAN B. DISNEY, shall survive me, the Trustees may pay to her or apply for her benefit so much of the net income and principal of the trust estate as the Trustees (other than LILLIAN B. DISNEY who shall not participate in the exercise of this discretion) deem necessary or proper for her health, support and maintenance. In the exercise of such discretion the Trustees shall take into consideration other income available to her for such purposes and held free of this trust. Any income which is not so applied or paid to LILLIAN B. DISNEY may be paid to or applied for the benefit of a group of persons consisting solely of my daughters, my grandchildren and any other issue of mine who are living at the time of my death, or who may be born afterwards, in such proportions and amounts as the Trustees, in their sole discretion, deem to be necessary or appropriate. The balance of the income which is not paid to or applied for the benefit of LILLIAN B. DISNEY or such group of persons shall be accumulated by the Trustees and added to the principal of the trust estate.

2. Upon the death of LILLIAN B. DISNEY (or upon my death in the event that she shall fail to survive me), the Trustees shall divide the trust estate into two equal shares. One-half (1/2) of the income from each share of the trust shall be paid to or applied for the benefit of each daughter of mine, in monthly or other convenient instalments [sic], but no less often than quarterly, throughout their lifetimes. The other one-half (1/2) of the income from such share of the trust estate may be paid or applied for the benefit of a group of persons consisting solely of the daughter receiving the one-half (1/2) of the income of such share, my grandchildren and any other such issue of mine who are living at the date of my death, or who may be born afterwards, in such proportions and amounts as the Trustees, in their sole discretion, determine to be necessary or appropriate. In making

the payments from such other one-half (1/2) of this income the Trustees may pay more to or apply more for the benefit of one or more persons included in such group than the others, and distributions may be made to one or more persons included in such group and not to the others, if the Trustees deem such to be necessary or appropriate. The balance of such other one-half (1/2) of the income from a share which is not paid to or applied for the benefit of such group of persons shall be accumulated by the Trustees and added to the principal of such share of the trust estate. Upon the death of a daughter of mine the one-half (1/2) of the income of a share required to be distributed to such daughter during her lifetime under the provisions of this Paragraph 2 shall augment the other one-half (1/2) of the income with respect to such share distributable among such group of persons under the provisions of this Paragraph 2.

3. Upon the death of the last to survive of myself, LILLIAN B. DISNEY, DIANE DISNEY MILLER and SHARON DISNEY BROWN, the entire principal and accrued and undistributed income of the trust estate shall be divided into equal shares, one (1) share for each grandchild of mine who is then living and one (1) share for the then living issue, taken collectively, of each grandchild of mine who may then be deceased. The share set aside for each grandchild of mine who has then attained age thirty (30) shall be distributed outright to such grandchild. The share set aside for each grandchild who has not then attained age thirty (30) shall continue to be held in trust, subject to the provisions of Paragraph 4 of this Article SIXTH. The share set aside for the issue of a deceased grandchild of mine shall be distributed outright to such issue upon the principle of representation, subject however, to the provisions of Paragraph 5 of this Article SIXTH.

4. In the event that under the provisions of the preceding paragraph a share shall continue to be held in trust for a grandchild of mine, the Trustees shall pay to or apply for the benefit of such grandchild all of the net income of such share in monthly or other convenient instalments [sic], but not less often than quarterly, provided, however, that until such time as such grandchild attains age twenty-one (21) the Trustees shall only pay to or apply for the benefit of such grandchild so much of the net income of such share as the Trustees deem necessary or proper to provide for the grandchild's health, education, support and maintenance, and the balance of such income shall be accumulated and added to the principal of such share. At such time as a grandchild for whom a share is held in trust under the provisions of this Paragraph 4 attains age thirty (30) the Trustees shall distribute outright to the grandchild the entire remaining balance of such share. Should any grandchild for whom a share is held in trust under the provisions of this Paragraph 4 die prior to obtaining full distribution of such share, the Trustees shall distribute outright the then remaining balance of such grandchild's share to the lawful issue of such grandchild living at the date of the grandchild's death, upon

the principle of representation, subject however, to the provisions of Paragraph 5 of this Article SIXTH, and should no such issue be then living such remaining balance shall go to augment equally the shares then held for the benefit of, and those previously distributed to, my other grandchildren, excluding each grandchild theretofore deceased leaving no issue living at the time of such augmentation, but including, upon the principle of representation, the then living lawful issue of any deceased grandchild of mine.

5. In the event that under the foregoing provisions a portion of the trust estate becomes distributable to the issue of any deceased grandchild of mine and any such issue has not then attained age twenty-one (21), the Trustees shall hold, administer, invest and reinvest such issue's part of the trust estate for his or her benefit and shall apply so much of the net income and such portion of the principal thereof as the Trustees, in their discretion shall deem necessary for such issue's health, education, support and maintenance, or in the discretion of the Trustees, shall make such payments to the legal guardian of such issue or to the person with whom such issue may reside or directory to such issue, or otherwise, as the Trustees may from time to time deem advisable, and shall accumulate for the benefit of such issue any income not so applied or paid. When an issue for whom a portion shall have been retained under this provision attains age twenty-one (21), any of such portion then held for the benefit of such issue shall be distributed outright to the issue, and in the case of such issue's death prior thereto, shall forthwith be distributed to the issue's estate.

6. If the payment of income from this trust to which any child or grandchild of mine is entitled, should be insufficient, in the discretion of the Trustees, to provide for the health, education, support and maintenance of such child or grandchild, the Trustees may pay to or apply for the benefit of such child or grandchild so much of the principal of the trust estate as the Trustees may deem proper or necessary for such purposes; provided, however, that from and after the time that the trust estate is divided into separate shares for each grandchild of mine, payments of such principal for the benefit of a grandchild shall only be made from the principal of the share set aside for the grandchild, shall not exceed the principal of the share set aside for the grandchild and shall be deducted from it. In the exercise of discretion hereunder the Trustees shall take into consideration other income available to such child or grandchild for these purposes and held free of this trust.

7. In the event that under the foregoing provisions a portion of the trust estate shall be undisposed of, such undisposed of portion shall be distributed outright to my heirs. As used herein the word "heirs" shall mean those persons, other than creditors, who would take my separate personal property under the laws of the State of California if I had died on the date stipulated for distribution and domiciled in such state.

SEVENTH: CHARITABLE TRUST:

1. The Trustee shall divide the trust estate into two shares as follows: One share equal to five percent (5%) thereof shall be set aside for DISNEY FOUNDATION, and one share equal to ninety-five percent (95%) thereof shall be set aside for CALIFORNIA INSTITUTE OF THE ARTS. Notwithstanding such division into shares, each share shall not constitute a separate trust, but rather, the entire trust estate provided for under this Article SEVENTH shall be held as one trust for the benefit of both organizations.

2. In the event the Trustee shall determine that either of the above mentioned organizations shall be in further need of funds in order to carry out the purposes for which such organizations were formed, the Trustee may distribute to such organization so much of the principal of the share of the trust estate set aside for the benefit of such organization, up to the whole thereof, as the Trustee, in its sole and absolute discretion shall deem necessary or proper for such purposes. Distributions of principal of the trust estate may be made to one organization and not to the other, in the sole and absolute discretion of the Trustee. Any payment of principal, however, shall not exceed the principal of the share of the trust estate set aside for such organization and, in order that such organization will thereafter receive only that part of income of the trust estate which is proportionate to the undistributed share of such organization in such trust estate, such principal distribution shall be deducted from the share set aside for such organization. For example, if two percent (2%) of the principal of the entire trust estate were distributed to Disney Foundation, thereafter the share of the total income of the trust estate to be distributed to Disney Foundation would be three percent (3%). Likewise, if two percent (2%) of the principal of the entire trust estate were thereafter distributed to California Institute of the Arts, would be ninety-three percent (93%).

4. In the event that the principal of the trust estate consists of shares of stock of Walt Disney Productions, or any other securities of such corporation or any other corporation, and the Trustee has decided to make a distribution of principal in accordance with the provisions of the preceding paragraph, the Trustee, in its sole and absolute discretion, may accomplish such principal distribution in any one or more of the following ways, either alone or in combination:

(a) Distribute the securities

(b) Sell the securities (which would otherwise have been distributed) to one or more third parties and distribute the net proceeds, or

(c) Purchase such securities in its individual capacity (at the closing price for such securities on the New York Stock Exchange on the date of purchase) and distribute the proceeds.

5. If the entire principal of the share of the trust estate set aside for California Institute of the Arts is distributed to it under the provisions of the foregoing paragraphs, the Trustee

may terminate the trust and distribute outright to Disney Foundation the entire remaining balance of the trust estate. However, if the entire principal of the share of the trust estate set aside for Disney Foundation is distributed outright to it, the trust shall not terminate, but rather, the entire remaining balance of the trust estate shall then continue to be held in trust solely for the benefit of California Institute for the Arts, subject to all of the terms and conditions of this Article SEVENTH.

EIGHTH: RESIDUARY TRUST:

1. The entire net income of each of the four Residuary Trusts created under the provisions of Paragraphs 3 through 6 of Article FIFTH above shall be paid to or applied for the benefit of the person designated as a life income beneficiary in monthly or other convenient instalments [sic], but no less often than quarterly, during the entire lifetime of such life income beneficiary.

2. Upon the death of such life income beneficiary (or upon my death in the event that such life income beneficiary does not survive me) the Trustee shall divide the particular Residuary Trust into equal shares as follows: One share for each then living person designated as a remainderman of such Residuary Trust and one share for the then living issue of each such remainderman who may then be deceased. The share set aside for each remainderman who has then attained age thirty (30) shall be distributed outright to him or her. The share set aside for each remainderman who has not then attained age thirty (30) shall continue to be held in trust, subject to the provisions of Paragraph 3 of this Article EIGHTH below. The share set aside for the issue of a deceased remainderman shall be distributed outright to such issue upon the principle of representation, subject however, to the provisions of Paragraph 4 of this Article EIGHTH below.

3. In the event that under the provisions of the preceding paragraph a share of a Residuary Trust shall continue to be held in trust for a remainderman, the Trustees shall pay to or apply for the benefit of such remainderman all of the net income of such share in monthly or other convenient instalments [sic] but no less often than quarterly; provided, however, that until such time as a remainderman attains age twenty-one (21) the Trustees shall only pay to or apply for the benefit of such remainderman so much of the net income of such share as the Trustees deem necessary or proper to provide for the remainderman's health, education, support and maintenance and the balance of such income shall be accumulated and added to the principal of such share. At such time as a remainderman for whom a share is held in trust under the provisions of this Paragraph 3 attains age thirty (30), the Trustees shall distribute outright to the remainderman the entire remaining balance of such share. Should any remainderman for whom a share is held in trust under the provisions of this Paragraph 3 die prior to obtaining full

distribution of such share, the Trustees shall distribute outright the then remaining balance of such remainderman's share to the lawful issue of such remainderman living at the date of the remainderman's death, upon the principle of representation, subject however, to the provisions of Paragraph 4 of this Article EIGHTH below, and should no such issue be then living such remaining balance shall go to augment equally the shares then held for the benefit of, and those previously distributed to, the other remainderman of the particular Residuary Trust, excluding each remainderman theretofore deceased leaving no issue living at the time of such augmentation, but including upon the principle of representation the then living lawful issue of any deceased remainderman of such particular Residuary Trust.

4. In the event that under the foregoing provisions a portion of a Residuary Trust becomes distributable to the issue of any deceased remainderman and any such issue has not then attained age twenty-one (21) the Trustees shall hold, administer, invest and reinvest such issue's part of the Residuary Trust for his or her benefit, and shall apply so much of the net income and such portion of the principal thereof as the Trustees in their discretion shall deem necessary for such issue's health, education, support and maintenance, or in the discretion of the Trustees, shall make such payments to the legal guardian of such issue or to the person with whom such issue may reside or directly to such issue, or otherwise, as the Trustees may from time to time deem advisable, and shall accumulate for the benefit of such issue any income not so applied or paid. When an issue for whom a portion shall have been retained in trust under this provision attains age twenty-one (21), any of such portion then held for the benefit of such issue shall be distributed outright to the issue, and in the case of such issue's death prior thereto, shall forthwith be distributed to the issue's estate.

5. If the payments of income from a Residuary Trust to which any life income beneficiary or remainderman is entitled should be insufficient, in the discretion of the Trustees to provide for the health, education, support and maintenance of such life income beneficiary or remainderman, the Trustees may pay to or apply for the benefit of such life income beneficiary or remainderman so much of the principal of the Residuary Trust as the Trustees may deem proper or necessary for such purposes; provided however, that from and after the time that a Residuary Trust is divided into separate shares for the remainderman, payments of such principal for the benefit of a remainderman shall only be made from the principal of the share set aside for the remainderman, shall not exceed the principal of the share set aside for the remainderman and shall be deducted from it. In the exercise of discretion hereunder the Trustees shall take into consideration other income available to a life income beneficiary or remainderman for these purposes and held free of a Residuary Trust.

6. In the event that under the foregoing provisions a portion of a Residuary Trust shall be undisposed of, such undisposed of portion shall augment the principal of the Disney Family Trust provided for under the terms of Article SIXTH above and shall be held, administered and distributed as provided therein.

NINTH: POWER OF TRUSTEES:

To carry out the purposes of the trusts created hereunder and subject to any limitations set forth elsewhere in this instrument the Trustees are vested with the following powers, in addition to any now or hereafter conferred by law:

1. To continue to hold any property, including stock of a Trustee corporation, and to operate at the risk of the Trust Estate and not at the risk of the Trustees, any property or business received in this Trust, including specifically any shares of stock of Walt Disney Productions, Inc. and Retlaw Enterprises, Inc. (or any successor of such corporations), as long as the Trustees may deem advisable, the profits and losses therefrom to inure to or be chargeable to the Trust Estate as a whole and not to the Trustees. The Trustees shall not be required to sell any of such assets merely for the sake of diversifying trust investments, or for the sake of obtaining funds to purchase assets that produce more income.

2. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the Trust for any purpose, including exploration for and removal of gas, oil and other minerals; to compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; to create restrictions, easements and other servitudes; to carry such insurance as the Trustees may deem advisable.

3. To invest and reinvest the principal, and income if accumulated, and to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment specifically including, but not by way of limitation, corporate obligations of every kind and stocks, preferred or common; to invest in any common trust fund now or hereafter established by a corporate Trustee.

4. To advance funds to said Trust for any trust purpose, such advances with interest at current rates to be a first lien on and to be repaid out of principal or income; to reimburse Trustees from principal or income for any loss or expense incurred by reason of Trustees' ownership or holding of any property in this Trust.

5. To borrow money for any trust purpose upon such terms and conditions as the Trustees may deem proper, and to obligate the Trust Estate for repayment; to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustees may deem advisable.

6. To have respecting securities all the rights, powers and privileges of an owner, including, without limiting the foregoing, the power to give proxies, pay calls, assessments and other sums deemed by the Trustees necessary for the protection of the Trust Estate; to participate in voting trusts, pooling arrangements, fore-closures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustees may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment hereunder any securities received through the exercise of any of the foregoing powers.

7. Upon any division or partial or final distribution of the Trust Estate, to partition, allot and distribute the Trust Estate in undivided interests or in kind or partly in money and partly in kind, at such valuation and according to such method or procedure as the Trustees may deem necessary to make such division or distribution.

8. To budget the estimated annual income and expenses of the Trust in such manner as to equalize, as far as practicable, periodical income payments to beneficiaries.

9. In the determination of what is income or principal of the Trust Estate the Trustees shall be governed by the provisions of the California Principal and Income Act from time to time existing; provided however, that any stock dividends of five percent (5%) or less paid by Walt Disney Productions (or any successor corporation) shall be considered income rather than principal.

10. The enumeration of certain powers of the Trustees shall not limit their general or implied powers, and the Trustees, subject always to the discharge of their fiduciary obligations, are vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have; provided however, that none of the foregoing powers shall be construed to allow the Trustees to transfer trust property to any person other than the designated Trust beneficiaries without receiving fair and adequate consideration.

11. In the event that there shall be included as an asset of the trust estate one or more parcels of residential real property (or a fractional interest therein) the Trustees are authorized to hold such properties as an asset of the trust estate so long as my wife, Lillian B. Disney, is living and shall desire to occupy such residential real property. If my wife does occupy such residence or residences she shall be able to do so without payment of rent and shall generally manage, care for and protect it, but the Trustees may pay a proportionate amount of any taxes, assessments, liens and insurance on such properties and a similar proportion of the expenses and repair and replacements to any buildings thereon. The Trustees shall have no other responsibilities as to such properties while they are being occupied by my wife but the Trustees may carry insurance for the

protection of the trust estate at the expense of the trust estate. At such residence, or upon her death, the Trustees shall sell the residences and the proceeds shall become part of the trust estate.

TENTH: GENERAL PROVISIONS.

Subject to any limitations stated elsewhere in this instrument the following additional provisions shall apply to all trusts and trust estates created hereunder:

1. Each and every beneficiary shall be without right, power or authority to sell, assign, pledge, mortgage or in any other manner to encumber, alienate, or impair his or her beneficial or legal interest in the Trust, or any part thereof, or in the principal or income thereof, and the beneficial and legal interest in and the principal and the income of the Trust and every part thereof shall be free from the interference or control of creditors of each and every beneficiary of the Trust and shall not be subject to the claims of any creditor of any beneficiary, nor liable to attachment, execution, bankruptcy or any other process of law, and the income and principal of the Trust shall be paid over to the beneficiary in person, or in the event of minority or incompetency of the beneficiary, or to or for the benefit of the beneficiary in such manner as in the Trustees' discretion seems most advisable, at the time and in the manner herein provided and not upon any written or verbal order nor upon any assignment of transfer thereof by the beneficiary or by operation of law.
2. Whenever the Trust Estate hereunder is divided into separate shares, each such share shall constitute a separate and distinct trust, but the Trustees shall not be required to make physical segregation of the trust assets and may hold property in undivided interests in each of such trusts. The Trustees may, however, make physical segregation if that seems necessary or advisable in their discretion.
3. Income accrued or unpaid on trust property when received into the Trust shall be treated as any other income.
4. Upon the death of any beneficiary, any accrued or undistributed income which would have been payable to such beneficiary had such beneficiary continued to live, shall be paid to the person or persons who may be entitled to the payment of income on the day on which income next is payable or who may be entitled to the transfer of principal upon such beneficiary's death.
5. The Trustees may make payments to any beneficiary under disability by making them to the guardian of the person of the beneficiary, or directly to the beneficiary, or may apply them for the beneficiary's benefit. In the case of a minor, payments may also be made to either parent, or may be made directly to any minor who, in the judgment of the Trustees, is sufficiently mature to judiciously use the same.

6. The terms "child," "grandchildren," "issue," and "heirs" whenever used in this instrument shall include legally adopted children.

7. Any Trustee shall have the right to resign the trusteeship at any time. Upon resignation or inability to act of any Trustee, a successor Trustee shall be appointed in the manner provided herein with respect to successor Trustees. No bond shall be required of any Trustee named herein nor of any successor Trustee who may be appointed hereunder.

8. Until the Trustees shall receive written notice of any birth, marriage, death or other event upon which the right to payments from this Trust may depend, the Trustees shall incur no liability to persons whose interests may have been affected by that event for disbursements made in good faith.

9. The Trustees shall be fully protected in any action or nonaction taken, permitted or suffered in good faith and in accordance with the opinion of their counsel, and in case of legal proceedings involving the Trustees or the principal or income of the trust estates, the Trustees may defend such proceedings, or may, upon being advised by counsel that such action is necessary or advisable for the protection of the interests of the Trustees or of the beneficiaries, institute any legal proceedings.

10. Anything to the contrary notwithstanding, no trust created hereunder (except the Charitable Trust provided for in Article SEVENTH above which shall continue indefinitely as provided for therein) shall continue for a period longer than twenty-one (21) years after the death of the last to die of all of the beneficiaries thereof living at the date of my death, and any trust which does not otherwise terminate prior to that date shall terminate on that date and thereupon the Trustees shall distribute and deliver free and clear of any trust the then remaining balance of principal and undistributed net income to the persons who are at that time entitled to income from each trust or portion of a trust on such termination date, and in the same proportions as they are entitled to receive the income at such time.

ELEVENTH: SUCCESSOR TRUSTEES:

In the event of the death, resignation or incapacity of LILLIAN B. DISNEY, she shall be succeeded as a Co-Trustee by DIANE DISNEY MILLER, and in the event of the death, resignation or incapacity of DIANE DISNEY MILLER, she shall be succeeded as a Co-Trustee by SHARON DISNEY BROWN and in the event of the death, resignation, or incapacity of SHARON DISNEY BROWN, a successor Co-Trustee shall be appointed by the remaining two Co-Trustees. In the event of the death, resignation or incapacity of HERBERT F. STURDY, a successor Co-Trustee shall be appointed by the remaining two Co-Trustees; provided however, that such Co-Trustees shall give consideration to appointing another partner in the law firm of Gibson, Dunn & Crutcher to serve as each

successor Co-Trustee. All rights, powers, duties and discretions herein conferred upon the original Trustees shall vest in all successor Trustees.

TWELFTH: Except as I may otherwise expressly provide in writing in connection with any transfer made prior to my death, I direct that all estate, inheritance and succession taxes imposed by the Federal Government or by any country, state, district or territory, and occasioned or payable by reason of my death, whether or not attributable to property subject to probate administration, shall be chargeable to and paid out of the residue of my estate provided for under the terms of Article FIFTH above without apportionment, deduction or reimbursement therefor, and without adjustment thereof among the residuary beneficiaries.

THIRTEENTH: Except as otherwise provided in this Will, I have intentionally and with full knowledge omitted to provide for my heirs, including any persons who may claim to be an issue of mine.

FOURTEENTH: If any devisee, legatee or beneficiary under this Will or any legal heir of mine, or person claiming under any of them, shall contest this Will or attach or seek to impair or invalidate this Will, or any part or provision hereof, or conspire with or voluntarily assist anyone attempting to do any of those things, in that event I specifically disinherit each such person and all legacies, bequests, devises and interests given under this Will to that person shall be forfeited and shall augment proportionately the shares of my estate going under this Will to or in trust for such of my devisees, legatees and beneficiaries as have not participated in such acts or proceedings. If all my devisees, legatees and beneficiaries shall participate in such proceedings, I give devise and bequeath the whole of my estate to my heirs-at-law excluding all of the aforesaid persons as if they had predeceased me.

FIFTEENTH: I nominate and appoint my wife, LILLIAN B. DISNEY, HERBERT F. STURDY and UNITED CALIFORNIA BANK, as Co-Executors of this Will. In the event that either my wife or HERBERT F. STURDY shall be unable to act as such or shall fail to complete the administration of my estate, then the other shall serve as Co-Executor along with UNITED CALIFORNIA BANK and in the event that both my wife and HERBERT F. STURDY are unable to act as such or shall fail to complete the administration of my estate then UNITED CALIFORNIA BANK shall be the sole Executor. No bond shall be required of any individual while acting as a Co-Executor hereunder. Such Co-Executors shall have full power and authority to lease, sell, exchange or encumber the whole or any part of my estate, without notice, but subject to such confirmation as may be required by law and may continue to hold, manage and operate any property, and, subject to court approval, any business belonging to my estate. I further authorize and empower my Co-Executors, upon any division of my estate, or upon

any partial or final distribution of my estate, to partition, allot and distribute my estate in undivided interests or in kind or partly in money and partly in kind according to such method or procedure as my Co-Executors shall determine; provided however, that in making an allocation of assets to the various trusts created under the provision of Article FIFTH above, any shares of stock of Retlaw Enterprises, Inc., or any successor corporation, or any interest in residential real properties which are included in the residue of my estate shall only be allocated to the Disney Family Trust provided for thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March 1966.

WALTER E. DISNEY

[signed Walter E. Disney] The foregoing instrument consisting of fifteen (15) pages, including the page upon which this attestation is completed, was at the date thereof by the said WALTER E. DISNEY signed and sealed and published as and declared by him to be his Last Will and Testament in the presence of us, who, at his request and in his presence and in the presence of each other, have subscribed our names as witnesses thereto.

Residing at [signed Royal Clark]

[Yorba Linda] Residing at [signed Ronald E. Gother] [San Gabriel, Calif.]

Residing at [signed William H.D. Cottrell] [North Hollywood Calif.]

FILED DEC 21 1966 19

WILLIAM G. SHARP, COUNTY CLERK

By Deputy

[signed O. Vines]

ADMITTED TO PROBATE

Date JAN 6- 1967

Attest: WILLIAM G. SHARP, County Clerk

By

Deputy

[signed T. Lockard]

9.1.16. Testament de Winston Churchill¹⁹

THIS IS THE LAST WILL AND TESTAMENT

.....of me

THE RIGHT HONOURABLE SIR WINSTON LEONARD SPENCER CHURCHILL of
Chartwell Manor

Westerham in the County of Kent a Knight of the Most Noble Order of the
Garter Member of the Order of Merit Privy Councillor Companion of Honour
and Member of Parliament

Revocation of Previous Wills

1. I REVOKE all other Wills and testamentary dispositions heretofore made by me
2. I APPOINT my Wife CLEMENTINE OGILVY SPENCER CHURCHILL
my daughter MARY SOAEMES and JOHN RUPERT COLVILLE of
The Old Rectory Stratfield Saye Reading in the County of Berks C.B.,
C.V.O. (hereinafter called "my Trustees") to be the EXECUTORS and
TRUSTEES of this my Will

Burial

3. I WISH to be buried in the Churchyard of Bladon near Woodstock in
the County of Oxford
4. I BEQUEATH to each of them the said Mary Soames and John Rupert
Colville the sum of Five hundred pounds if they shall respectively act
as an Executor of this my Will
5. I BEQUEATH to my said Wife all recordings made by me of my
speeches or of extracts from my writings and all finished or unfinished
articles or other literary work left by me at my death together with the
full benefit of my copyright in the said recordings articles and literary
work and all fees and royalties due to me in respect thereof

Papers and documents

6. WHEREAS under or by virtue of a Deed of Settlement dated the thirty
first day of July One thousand nine hundred and forty-six (hereinafter

¹⁹ Last Will and Testament of Winston Churchill. Recuperat de: <https://jrmccarthy-law.com/2019/01/24/last-will-testament-of-winston-churchill-january-24-1965/>

referred to as “the 1946 Settlement”) I have delivered to the Trustees of that Settlement various documents and private and state papers therein mentioned and have parted with all interest therein

- a) NOW I BEQUEATH all the remainder of my State and private papers and documents (hereinafter collectively referred to as “my said papers”) together with the full benefit of the copyright therein (so far as such copyright belongs to me) to my said Wife but in the event of her dying during my lifetime then I BEQUEATH my said papers and copyright unto the Trustees of the 1946 Settlement to be held by them as an addition to the Trust Property thereby settled

 - b) I EXPRESS the wish (but without creating any trust or imposing any legal obligation) that my said Wife shall bequeath my said papers (so far as not disposed of by her during her lifetime) to the Trustees of the 1946 Settlement to be held by them as an addition to the said Trust Property but I nevertheless request to my said Wife not to feel in any way hindered or discouraged by the foregoing expression of my wishes from using or disposing any of my said papers during her lifetime in any way she may think fit
-
7. a) I BEQUEATH to my Trustees all my medallions trophies inscribed books of manuscripts which have been presented to me and other personal souvenirs or trophies (hereinafter referred to as “the heirlooms”) upon the following trusts:
 - (i) Upon trust for my said Wife during her life with remainder
 - (ii) Upon trust for my son Randolph during his life with remainder
 - (iii) Upon trust for my grandson Winston during his life with remainder
 - (iv) Upon trust for the first and other sons of my said grandson Winston successively according to seniority in tail male with remainder
 - (v) Upon trust for the other sons of my said son Randolph successively according to seniority in tail male with an ultimate remainder

- (vi) Upon trust for my own right heirs absolutely
 - b) BEFORE any of the heirlooms shall be delivered to any person entitled to possession thereof such person shall sign a receipt for the same
 - c) WHEN a receipt as hereinafter provided shall have been signed by the person entitled for the time being to the use of the heirlooms my Trustees shall not be liable in any way for any loss damage or depreciation or for any omission to insure or any other omission or any unauthorised dealing therewith or disposition thereof
 - d) I EXPRESS the wish (but without creating any trust or imposing any legal obligation) that my said Wife or son or other the person or persons who may for the same time being be entitled to possession of the heirlooms under the trusts hereinbefore contained will allow facsimiles or reproduced replicas to be made of any of the heirlooms for the purpose of including such facsimiles or reproduced replicas in the Museum at Chartwell hereinafter mentioned if they shall be considered to be suitable for that purpose

Gifts to Friends

- 8. SUBJECT as aforesaid I DIRECT my Wife or if she shall have died in my lifetime my Trustees to select from amongst my effects such small articles as they may think fit for distribution amongst those of my personal friends who may desire to have some token of me

Personal Chattels

- 9. a) SUBJECT as aforesaid I BEQUEATH to my said Wife all of my personal chattels as defined by Section 55 (1) (X) of the Administration of Estates Act 1925 but in the event of my said Wife dying during my lifetime then I BEQUEATH the same to such of my children as shall be living at my death if more than one in equal shares
- b) I EXPRESS the wish (but without creating any trust or imposing any legal obligation) that my said Wife or other the person or persons who may become entitled to my personal chattels upon my death shall give to whoever shall be the holder of the title of the Earl of Birkenhead at

the date of my death the gold cigar case which was given to me by the First Earl of Birkenhead

c) WHEREAS I have from time to time given to my said Wife many pictures painted by myself and more of such pictures are included among my personal chattels bequeathed to her as aforesaid NOW I REQUEST my said Wife to feel no reluctance or hesitation in selling any of the said pictures either with or without copyright therein or in any part thereof at any time or times when she may find it convenient or desirable to do so

10. WHEREAS arrangements have been made whereby my Chartwell Estate including Chartwell Manor House has been transferred to the National Trust and it is my hope and intention to select during my lifetime such furniture pictures books ceremonial documents and other objects of natural or historic interest now belonging to me as I shall consider suitable for retention at Chartwell Manor House for museum purposes and to make a list of the objects so selected AND WHEREAS it is also my intention to select certain other of my effects as I shall consider suitable to be enjoyed by my son and daughters respectively and they respective descendants as heirlooms as from the date of death of the survivor of myself and my Wife and to make lists thereof as aforesaid NOW I HEREBY REQUEST my said Wife or other the person or persons who may become entitled to the said effects upon my death (but without creating any trust or imposing any legal obligation upon my said Wife or such other person or persons as aforesaid) that she or they will give effect to any memorandum written or signed by me in regard to any such effects and left with my papers at my death and will after my death hand over to the National Trust or other public body in whom my Chartwell Estate may then be vested as aforesaid any articles so selected by me for retention at Chartwell as aforesaid

and also that my said Wife will if she shall survive me arrange for the handling over upon her death to my said son and daughters of any articles so selected by my said son and daughters of any articles so selected by me as being suitable for retention by them as heirlooms as aforesaid AND I REQUEST my said son and daughters (but without creating any trust or imposing any legal obligation upon them) that they

will settle or dispose of any such articles so handed to them as aforesaid in such a way as to secure their devolution upon their descendants as heirlooms and that if either of my said daughters shall die without leaving issue any heirlooms in her possession at the date of her death shall be handled to my son Randolph or to his descendants to be retained by him or them as heirlooms And in the event of my dying before I shall have made or completed any such selection of my effects as aforesaid then I REQUEST my said Wife or other the person or persons who may become entitled to the said effects upon my death (but without creating any trust or imposing any legal obligation upon my said Wife or such other person or persons as aforesaid) to make or complete such selection as aforesaid as she or they may in their absolute discretion think fit to the intent that any such selection so made or completed shall be regarded in all respects as if it had been made or completed by me in my lifetime

Pecuniary legacies

11. a) I GIVE the following pecuniary legacies:

To Anthony Montague Brown Five thousand pounds
To Anthony Forbes

Moir Two thousand pounds

To Doreen Pugh Six hundred and fifty pounds
To Catherine

Snelling Four hundred pounds

To Elizabeth Gilliatt Four hundred pounds

To Roy Howells Two hundred and fifty pounds

To Nina Sturdee Two hundred pounds

To Lettice Shillingford Two hundred pounds

b) I GIVE to my said Wife or if she shall have died in my lifetime then to my Trustees the sum of Four thousand pounds with the request (but without creating any trust or imposing any legal obligation) that my said Wife or my Trustees (as the case may be) shall distribute the same amongst my employees at the time of my death (other than

those mentioned in sub-clause (a) of this Clause) in such shares as my said Wife or my Trustees shall in her or their absolute discretion determine BUT I EXPRESS THE WISH (but without creating any trust or imposing any legal obligation) that my garden assistant Kurn shall receive One hundred pounds

Annuity

12. a) I GIVE to Grace Hamblin free of all duties an annuity of Five hundred pounds during her life to be paid by equal quarterly payments the first whereof shall be made three calendar months after my death
- c) I AUTHORISE my Trustees at their discretion either to purchase out of my residuary estate the said annuity from an Insurance Office of repute or to provide for the payment of the said annuity by setting apart and appropriating in respect thereof such part or parts of my residuary estate as shall in their opinion be sufficient by the income thereof to pay such annuity and I DECLARE that when such appropriation shall have been made the said annuity shall be wholly charged on the investments so appropriated (hereinafter referred to as "the annuity fund") in exoneration of the rest of my estate but that the capital of the annuity fund may be resorted to in case at any time the income thereof is insufficient to pay the said annuity and I FURTHER DECLARE that on the cesser of the said annuity the annuity fund shall revert to and form part of my residuary estate and that any surplus income arising from the annuity fund shall be applied as income of my residuary estate

Gift of part of Stud

13. I GIVE to my son-in-law The Right Honourable Arthur Christopher John Soames P.C., C.B.E., M.P. such of my brood mares and fillies as he shall select not exceeding three in number nor seven thousand five hundred pounds in total value such value to be that which shall be agreed with The Commissioners of Inland Revenue as the value thereof for estate duty purposes following my death

Option in respect in remainder of Stud

14. a) I DIRECT that my Trustees shall as soon as conveniently may be

after my death give in writing to my said son-in-law the option of purchasing at a value which shall be agreed with The Commissioners of Inland Revenue as the value thereof for estate duty purposes following my death (hereinafter referred to as "the probate value") all or any of

- (i) my racehorses stallions broodmares followers and fillies excluding those which shall have been selected by my said son-in-law pursuant to Clause 13 thereof
- (ii) my freehold Farm and lands known as New Chapel Stud Lingfield in the County of Surrey and the farming machines implements utensils and dead stock therein or belonging thereto
- (iii) my freehold cottage known as 23 Bakers Lane Lingfield aforesaid (all of which

are hereinafter collectively referred to as "my Stud")

b) I DECLARE that my said son-in-law shall within two months after having been informed by my Trustees of the probate value of the constituents of my Stud notify them in writing whether and to what extent he wishes to exercise the said option

c) In so far as my said son-in-law shall exercise the said option the purchase price shall be paid by him to my Trustees within one month after the date on which the said option shall have been exercised provided that my Trustees shall by that time have tendered to him a Conveyance of so much of the real estate included in my Stud as he shall have opted to purchase

d) In the event of my said son-in-law exercising the said option he shall pay to my Trustees in addition to the said purchase price a sum equivalent to the upkeep of such of my Stud (less any receipts attributable thereto) as he shall purchase such sum in the case of dispute to be determined by an Accountant to be appointed by my Trustees

e) If my said son-in-law shall not exercise the said option in whole or in part in accordance with the foregoing conditions my Trustees shall sell my Stud or so much thereof in respect of which such option shall

not have been exercised and the proceeds of such sale shall fall into and form part of my residuary estate

Trusts of Residue

15. I DEVISE AND BEQUEATH all my real and the residue of my personal estate and effects whatsoever and wheresoever not hereinbefore or by any Codicil which I may make hereto specifically devised or bequeathed to my Trustees upon trust to sell and convert the same into money with power to postpone the sale and conversion thereof so long as they shall in their absolute discretion think fit without being liable for loss My Trustees shall hold the net proceeds of the said sale and conversion and my ready money upon trust to pay thereout all my just debts and funeral and testamentary expenses and all estate duty payable at my death in respect either of my real or personal estate and all legacies bequeathed by this my Will or any Codicil hereto (which are to be paid free of all death duties whether leviable under the law of Great Britain or of any other Country or place) and shall hold the residue after such payment (hereinafter called "my residuary estate") upon the following further trusts

Further Trusts of residue

16. a) MY TRUSTEES shall divide my residuary estate into three equal shares and shall hold one of such shares in trust for my said Wife absolutely and shall hold the remaining two shares in trust for such of my children as shall be living at my death and if more than one in equal shares PROVIDED THAT if my said Wife shall have died in my lifetime then the one-third share hereinbefore directed to be held in trust for her shall accrue and be added to the remaining two-third shares and shall be held in trust accordingly

b) IF any of my children shall die in my lifetime leaving issue living at my death such issue if and when they attain the age of Twenty-one years or marry under that age shall take and if more than one in equal shares per stirpes the share of my residuary estate (including any accretion thereto) which such deceased child of mine would have taken had he or she survived me

If Lady Churchill shall not survive for thirty days Will to be construed as if she

had predeceased Sir Winston Churchill

17. IF my said Wife shall not prove to have survived me for a period of thirty days (but not otherwise) this my Will shall be construed and take effect as if she had died in my lifetime Investment clause
18. ANY money liable to be invested under this my Will may be invested in any investments of whatsoever nature and wheresoever (including the purchases of any rights interests or property whether movable or immovable also including a dwellinghouse and grounds in connection therewith for use as a residence by any beneficiary hereunder and the cost of any improvement thereto and further including the lending or deposit of money on any personal or other security and upon any terms) as freely as if my Trustees were absolutely and beneficially entitled to the money concerned And they shall have the like unrestricted power of changing investments from time to time And the Section 32 of the Law of Property Act 1925 (or corresponding provisions in the case of immovable property situate elsewhere than in England or Wales) shall apply to any immovable property to be purchased by my Trustees and they shall have in respect thereof all the powers of disposition leasing management repair building development equipment furnishing and improvement (and all other powers) of an absolute beneficial owner (including in particular full powers to stock farms and to carry on equip and finance any farming or other business in any part of the World) and may in that behalf make any outlay out of the income or capital of my residuary estate

Power to Trustees to appropriate

19. My Trustees may allot appropriate partition or apportion any investments moneys or other property forming part of my estate or subject to the trusts of this my Will in or towards satisfaction of any shares or interest (whether settled or not) in any part of my estate or the income thereof in such manner as my Trustees shall in their absolute discretion (without the necessity of obtaining any consent) consider just according to the respective rights of the person interested

General wide indemnity to Trustees

20. IN the professed execution of this trusts and powers of this my Will or of any statutory powers an executor or trustee shall not be liable for any loss to any property from time to time subject to the limitations of trusts hereof arising by reason of any improper investment made in good faith or for the negligence or fraud of any agent employed by any of them although the employment of such agent was not strictly necessary or expedient or by reason of any mistake or omission made in good faith by an executor or trustees or by reason of any other matter or thing except wilful and individual fraud or wrongdoing on the part of the executor or trustee who is sought to be made liable

Power to employ Agents etcetera

21. ANY Executor or Trustee in the administration of my Estate or the conduct of the Trust business may instead of acting personally employ and pay an Agent whether being a Solicitor or any other person to transact all business and do all acts required to be done in the administration of trusts including the receipt and payment of the money and any Executor or Trustee who may be engaged in any profession or business shall be entitled to charge and be paid all usual professional or proper charges for business transacted time expended or acts done by him or any partner of his in connection with such administration or execution including business and acts which an Executor or Trustee not being in any profession or business could have done personally

Interpretation

22. IN this Will where the context admits the expression "my Trustees" shall include the Trustees or Trustee for the time being hereof

Marginal Notes

23. THE notes in the margin hereof are for convenience of reference only and shall not affect the construction hereof

IN WITNESS whereof I have hereunto set my hand to this my last Will contained in this and the eleven preceding sheets of paper this

Twentieth day of October One thousand nine hundred and sixty-one
SIGNED by the said The Right Honourable Sir Winston Leonard
Spencer Churchill as and for his last Will and Testament in the
presence of us both being present at the same time who at his request
in his presence and in the presence of each other have hereunto
subscribed our names as witnesses:

[signatures]

9.1.17. Testament de Michael Jackson²⁰

LAST WILL AND TESTAMENT

of

MICHAEL

JOSEPH

JACKSON

I, MICHAEL JOSEPH JACKSON, a resident of the State of California, declare this to be my last Will, and do hereby revoke all former wills and codicils made by me.

I

I declare that I am not married. My marriage to DEBORAH JEAN ROWE JACKSON has been dissolved. I have three children now living, PRINCE MICHAEL JACKSON, JR., PARIS MICHAEL KATHERINE JACKSON and PRINCE MICHAEL JOSEPH JACKSON, II. I have no other children, living or deceased.

II

It is my intention by this Will to dispose of all property which I am entitled to dispose of by will. I specifically refrain from exercising all powers of appointment that I may possess at the time of my death.

III

I give my entire estate to the Trustee or Trustees then acting under that certain Amended and Restated Declaration of Trust executed on March 22, 2002 by me as Trustee and Trustor which is called the MICHAEL JACKSON FAMILY TRUST, giving effect to any amendments thereto made prior to my death. All such assets shall be held, managed and distributed as a part of said Trust according to its terms and not as a separate testamentary trust.

If for any reason this gift is not operative or is invalid, or if the aforesaid Trust fails or has been revoked, I give my residuary estate to the Trustee or Trustees named to act in the MICHAEL JACKSON FAMILY TRUST, as Amended and Restated on March 22, 2002, and I direct said Trustee or Trustees to divide, administer, hold and distribute the trust estate pursuant to the provisions of said Trust, as hereinabove referred to as such provisions now exist to the same extent and in the same manner as though that certain Amended and Restated Declaration of Trust, were herein set forth in full, but without giving effect to any subsequent amendments after the date of this Will. The

²⁰ Last Will and Testament of Michael Jackson. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-michael-jackson.html>

Trustee, Trustees, or any successor Trustee named in such Trust Agreement shall serve without bond.

IV

I direct that all federal estate taxes and state inheritance or succession taxes payable upon or resulting from or by reason of my death (herein "Death Taxes") attributable to property which is part of the trust estate of the MICHAEL JACKSON FAMILY TRUST, including property which passes to said trust from my probate estate shall be paid by the Trustee of said trust in accordance with its terms. Death Taxes attributable to property passing outside this Will, other than property constituting the trust estate of the trust mentioned in the preceding sentence, shall be charged against the taker of said property.

V

I appoint JOHN BRANCA, JOHN McCLAIN and BARRY SIEGEL as co-Executors of this Will. In the event of any of their deaths, resignations, inability, failure or refusal to serve or continue to serve as a co-Executor, the other shall Serve and no replacement need be named. The co-Executors serving at any time after my death may name one or more replacements to serve in the event that none of the three named individuals is willing or able to serve at any time.

The term "my executors" as used in this Will shall include any duly acting personal representative or representatives of my estate. No individual acting as such need post a bond.

I hereby give to my Executors, full power and authority at any time or times to sell, lease, mortgage, pledge, exchange or otherwise dispose of the property, whether real or personal comprising my estate, upon such terms as my Executors shall deem best, to continue any business enterprises, to purchase assets from my estate, to continue in force and pay insurance premiums on any insurance policy, including life insurance, owned by my estate, and for any of the foregoing purposes to make, execute and deliver any and all deeds, contracts, mortgages, bills of sale or other instruments necessary or desirable therefor. In addition, I give to my Executors full power to invest and reinvest the estate funds and assets in any kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind and stocks, preferred or common, and interests in investment trusts and shares in investment companies, and any common trust fund administered by any corporate executor hereunder, which men of prudent discretion and intelligence acquire for their own account.

VI

Except as otherwise provided in this Will or in the Trust referred to in Article III hereof, I have intentionally omitted to provide for my heirs. I have intentionally omitted to provide for my former wife, DEBORAH JEAN ROWE JACKSON.

VII

If at the time of my death I own or have an interest in property located outside of the State of California requiring ancillary administration, I appoint my domiciliary Executors as ancillary Executors for such property. I give to said domiciliary Executors the following additional powers, rights and privileges to be exercised in their sole and absolute discretion, with reference to such property: to cause such ancillary administration to be commenced, carried on and completed; to determine what assets, if any, are to be sold by the ancillary Executors; to pay directly or to advance funds from the California estate to the ancillary Executors for the payment of all claims, taxes, costs and administration expenses, including compensation of the ancillary Executors and attorneys' fees incurred by reason of the ownership of such property and by such ancillary administration; and upon completion of such ancillary administration, I authorize and direct the ancillary Executors to distribute, transfer and deliver the residue of such property to the domiciliary Executors herein, to be distributed by them under the terms of this Will, it being my intention that my entire estate shall be administered as a unit and that my domiciliary Executors shall supervise and control, so far as permissible by local law, any ancillary administration proceedings deemed necessary in the settlement of my estate.

VIII

If any of my children are minors at the time of my death, I nominate my mother, KATHERINE JACKSON as guardian of the persons and estates of such minor children. If KATHERINE JACKSON fails to survive me, or is unable or unwilling to act as guardian, I nominate DIANA ROSS as guardian of the persons and estates of such minor children.

I subscribe my name to this Will this 7 day of July, 2002

MICHAEL JOSEPH JACKSON

On the date written below, MICHAEL JOSEPH JACKSON, declared to us, the undersigned, that the foregoing instrument consisting of five (5) pages, including the page signed by us as witnesses, was his Will and requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence and in the presence of each other, subscribe our names as witnesses.

Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after his name.

Each of us is acquainted with MICHAEL JOSEPH JACKSON. At this time, he is over the age of eighteen (18) years and, to the best of our knowledge, he is of sound mind and is not acting under duress, menace, fraud, misrepresentation or undue influence.

We declare under penalty of perjury that the foregoing is true and correct.

Executed on July 7th, 2002 at 5 p.m., Los Angeles, CA

_____	Residing
At _____	
_____	Residing
At _____	
_____	Residing
At _____	

9.1.18. Testament de John F. Kennedy²¹

LAST WILL AND TESTAMENT

of

JOHN F. KENNEDY

I, JOHN F. KENNEDY, married, and residing in the City of Boston, Commonwealth of Massachusetts, being of sound and disposing mind and memory, and mindful of the uncertainty of life, do hereby make, publish and declare this to be my Last Will and Testament.

FIRST: I hereby revoke any and all other Wills, Testaments, and Codicils heretofore made _____ by _____ me.

SECOND: I direct that all of my just debts and funeral expenses be paid as soon after my _____ decease _____ as _____ may _____ be _____ convenient.

THIRD: I give and bequeath unto my wife, JACQUELINE B. KENNEDY, if she survives me, the sum of Twenty-Five Thousand (\$25,000.00) Dollars, together with all of my personal effects, furniture, furnishings, silverware, dishes, china, glassware and linens, which I may own at the time of my death.

FOURTH: During my life, I have made substantial contributions to divers charities, causes and institutions of all faiths, both individually and through The Joseph P. Kennedy Jr. Foundation, which was established in honor of my late beloved brother. I am certain that the contributions which I and other members of my family have made to the Foundation will be applied after my death without bias or discrimination to the fulfillment of _____ the _____ Foundation's _____ eleemosynary _____ purposes.

FIFTH: I hereby direct my Executors to divide into two equal shares all of the rest, residue and remainder of my property, real, personal, and of any nature whatsoever and whersoever situate, of which I shall die seized and possessed, and to which I shall be

²¹ Last Will and Testament of John Kennedy. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-john-kennedy.html>

entitled at the time of my death, including without limitation any gifts and bequests heretofore made by me which may fail or lapse, and any property over which I may have the right of testamentary disposition, and I hereby give, devise, bequeath and dispose of the said two equal shares as follows:

[A] As to One of Such Equal Shares—(Hereinafter Called "The First Equal Share")

1. If my wife, JACQUELINE B. KENNEDY, survives me, then I give, devise and bequeath the First Equal Share unto my Executors and Trustees hereinafter named, In Trust, nevertheless, for the benefit of my said wife, to invest, reinvest and keep the same invested, and to collect and receive the rent, income and profits therefrom, and after deducting a 11 proper reserves and expenses, to pay to my said wife, in each calendar year, all of the net income thereof; such payments to be made in semi-annual or sooner installments, as my Trustees in their sole discretion may determine.

2. Upon the death of my said wife, the Trustees shall pay over the principal of the trust as it shall then exist, to such person or persons, including her own estate, and in such proportion as my said wife designates or appoints in and by her Last Will and Testament, under and by specific reference to this paragraph; and in default of such designation or appointment, the Trustees shall divide the same into as many equal parts as there shall be living at the death of my wife, children of mine and issue (taken collectively) of any predeceased child of mine, and shall pay one such equal part unto each such child, and one such equal part, in equal shares, per stirpes, unto such issue; and in default of all thereof, the same shall be paid to those persons to whom and in those proportions in which the same would have been distributed had I died immediately after the death of my wife, seized and possessed Of said principal in my own right, intestate, domiciled in the Commonwealth of Massachusetts, and not survived by my father or mother.

3. Notwithstanding anything to the contrary in this Will contained, during the life of my said wife, the Trustees in their sole discretion may from time to time pay to my said wife out of the principal of the trust set up for her benefit, such sum or sums as the Trustees in their sole discretion may deem necessary to insure her health, welfare, or comfort, or to enable her to maintain the standard of living to which she is accustomed; provided, however, that such payments out of principal shall not aggregate in any one calendar year more than ten percent (10%) of the principal of the trust as it existed on the first day of said calendar year and computed at market or appraisal value as of the first day of said calendar year; and provided, further, that if said principal as so computed shall be

less than One Thousand (\$1,000.00) Dollars on the first day of said calendar year, the Trustees may in their sole discretion and without regard to said limitation of ten percent (10%), pay to my said wife all of said principal, even though such payment may terminate the trust.

The Trustees may exercise the discretion in this Paragraph "[AI-3]" provided without regard to any other income or resources which my said wife may have from time to time, and without in anywise being accountable for the exercise of such discretion, but the Trustees may not be compelled to exercise such discretion.

4. In setting up the trust for the benefit of my said wife as in this Paragraph "[A]" provided, I direct that such First Equal Share shall be constituted of assets of my estate as are classified as "deductible" under the provisions of the United States Internal Revenue Code (Section 812 (e)) and the Regulations thereto (as the same or similar statutes and regulations may provide at the date of my death), before resort is had to "non-deductible" assets for such purpose.

5. If my said wife, JACQUELINE B. KENNEDY, does not survive me, then I direct that the First Equal Share shall be added to the Second Equal Share bequeathed and devised in Paragraph "[B]" of this Article "FIFTH", and shall be disposed of as part thereof. [B] As to the Remaining Equal Share—(Hereinafter Called "The Second Equal Share") I give, devise and bequeath the Second Equal Share, or if my said wife, JACQUELINE B. KENNEDY, shall not survive me, then also the First Equal Share, unto my Executors and Trustees hereinafter named, In Trust, nevertheless, to divide said Equal Share(s) into as many sub-shares as I shall leave me surviving children and issue (taken collectively) of any of my children who shall have predeceased me, and to hold and dispose of such equal sub-shares as follows:

1. To pay over one such equal sub-share, in equal parts, unto the issue living at the time of my death of any of my children who shall have predeceased me, such issue to take per stirpes and not per capita.

2(a). To set aside one such equal sub-share for the benefit of each of my children, and to invest, reinvest, and keep the same invested, and to collect and receive the rents, income and profits therefrom, and after deducting all proper reserves and expenses, to pay the net income thereof in each year to the child for whom such equal sub-share is so held in trust, in annual or sooner installments, as my Trustees in their sole discretion

may determine, as long as such child shall live.

(b). Upon the death of such child, the trust for his or her benefit shall come to an end, and the principal of the trust as it shall then exist shall be paid unto the issue of such child living at his or her death, in equal shares, per stirpes and not per capita; and in default of such issue, the same shall be paid in equal shares unto my other children living at the termination of the trust and unto the issue then living of any of my children who shall have died prior to the termination of the trust, such issue to participate equally per capita in one equal share; and in default of all of the foregoing, such principal shall be paid unto those persons to whom and in those proportions in which the same would have been distributed had I died immediately upon the termination of the trust seized and possessed of said principal in my own right, intestate, domiciled in the Commonwealth of Massachusetts, and not survived by my father or mother.

(c). Notwithstanding anything to the contrary in this Will contained, and in addition to all other powers and authorities vested in the Trustees, I hereby empower the Trustees in their sole discretion, out of the principal of a trust set up herein for the benefit of a child of mine, to expend from time to time, for the benefit, health, welfare, or comfort of such child, or to enable him or her to maintain the standard of living to which such child may be accustomed, such sums as the Trustees in their sole discretion may determine; provided, however, that such expenditures out of principal shall not aggregate in any one calendar year more than twenty percent (20%) of the principal of said trust as it existed on the first day of said calendar year, and computed at market or appraisal value as of the first day of said calendar year; and provided, further, that if said principal as so computed shall be less than Five Hundred (\$500.00) Dollars on the first day of said calendar year, the Trustees may in their sole discretion and without regard to said limitation of twenty percent (20%), expend all of said principal, even though such expenditure may terminate the trust.

The Trustees may exercise their discretion as in this Paragraph "[B]-2(c)" provided, without regard to any other income Or resources which said child may have from time to time, and without in anywise being accountable for the exercise of such discretion, but the Trustees may not be compelled to exercise such discretion.

(d). In the event that a child of mine for whom a trust has been set up herein shall be a minor, then during the minority of such child, the Trustees shall from time to time apply so much of the net income of the trust as the Trustees in their sole discretion may

determine, to the maintenance, support, education and welfare of such child, accumulating the balance of the net income until such child attains his or her majority, at which time all of the accumulated income shall be paid unto such child. Upon the death of such child before attaining his or her majority, the accumulated income shall be paid unto the persons and in the same proportions, manner and events provided in Paragraph "[B]-2(b)" of this Article "FIFTH" for the payment of principal upon the termination of the trust.

(e). In making any expenditure out of principal as provided in Paragraph "[B]-2(c) of this Article "FIFTH", and in applying the net income during the minority of a child, as provided in Paragraph "[B]-2(d)" of this Article "FIFTH", the Trustees may in their sole discretion make such expenditure or application direct or in the form of a payment to the parent, or to the guardian appointed under any jurisdiction either of the person or property of said child, or to an adult person with whom the child for whose benefit the trust is set up resides; or if such child is over the age of eighteen (18) years, then to such child; and the receipt of such parent, guardian, adult person, or child, as the case may be, shall discharge the Trustees and they shall not be responsible for the application of the principal or incomes by such parent, guardian, adult person, or child.

3. In the event that my wife, JACQUELINE B. KENNEDY, survives me, but I am not survived by any children or by any issue of a deceased child, then I give, devise and bequeath the Second Equal Share unto my said wife, to have and to hold unto herself absolutely and forever.

[C] In the event that neither my said wife, JACQUELINE B. KENNEDY, nor any of my children, nor any issue of my children survive me, then I give, devise and bequeath the First and Second Equal Shares to those persons to whom, and in those proportions in which the same would have been distributed had I died intestate, a widower, seized and possessed of such shares in my own right, domiciled in the Commonwealth of Massachusetts, and not survived by my father or mother.

[D] In the event that any part of my estate or of the principal of the trusts provided for in this Will shall become or be payable to a person under the age of twenty-one (21) years, said part shall vest absolutely in such person, notwithstanding minority. During the minority of such person, and unless otherwise prevented by law, such part shall, in the sole discretion of the Executors or Trustees, remain in the custody of the Executors or Trustees, as Donees under a power of trust, until such minor attains the age of twenty-one (21) years. The Donees shall apply so much of the income or principal

as the Donees, in their sole discretion, may deem necessary or advisable for the benefit of said minor, irrespective of any other source of support or maintenance or any other property which said minor has or may from time to time have.

The Donees are empowered to apply principal and income directly to the use of such minor, or to make any payment of principal or income to such minor, or to the parent, or to the guardian appointed under any jurisdiction of the person or property of such minor, or to an adult person with whom such minor resides. The receipt of such minor, parent, guardian, or person (as the case may be) shall discharge the Donees and they shall not be responsible for the application of the principal and income by such parent, guardian, person or beneficiary.

The Donees shall have all the investment and administrative powers conferred upon the Trustees hereunder. The Donees shall be entitled to receive as compensation the same commissions in respect of income and principal as are allowed to the Trustees, and they may deduct their commissions without judicial authorization.

SIXTH: I hereby authorize and empower my Executors and Trustees, as the case may be:

(a) In their sole discretion, to retain any and all property in the form they may receive it hereunder, although the same may not be of a character permitted for the investment of trust funds by the laws of any state.

(b) To invest, reinvest and keep invested all or any part of the principal of the trusts herein created in such property, real, personal and mixed, as in their sole discretion they may determine, although the same may not be of a character permitted for the investment of trust funds by the laws of any state, specifically including, but without limitation, the right to invest and reinvest in common and preferred stock, secured and unsecured debenture bonds or notes, mortgages, securities of every nature and description, oil, gas and mineral explorations and interests of all kinds and descriptions, property of a speculative or wasting nature, and including further, but without limitation, the right in their sole discretion to invest, reinvest and keep invested such principal or any part thereof in the form of loans, secured or unsecured, to such persons, enterprises and entities and upon such terms and conditions as the Trustees or Executors may deem advisable.

(c) With reference to any real property which, or an interest in which, at any time

constitutes part of my estate, or of the trusts herein created, to manage, control and protect the same; to dedicate streets, highways or alleys and to vacate any subdivision or part thereof; to subdivide and resubdivide such property as often as desired, to construct buildings or other improvements on such property, to repair, remodel, tear down and rebuild or enlarge any building at any time thereon, to contract to sell, or grant options to purchase, to sell on any terms and to convey the same or any part thereof to a successor or successors in trust, and to grant to such successor or successors in trust all the title, estate, powers and authorities vested in the Trustees, to lease said property or any part thereof from time to time, to commence in praesenti or in futuro and upon any terms and for any period or periods of time, even for periods extending beyond the duration of the trusts, and to renew or extend the leases upon any terms and for any period or periods of time, and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter.

(d) To retain any property at any time held by them without regard to the proportion such property or property of a similar character so held may bear to the entire amount of the trust estates.

(e) To invest the principal of each trust hereby created separately, or to invest the principal of two or more such trusts together.

(f) To hold uninvested any moneys constituting part of my estate or the trust funds for such time as in their discretion they may deem advisable, without any liability to pay interest thereon and without any liability for not investing such moneys.

(g) To create such reserves out of income, as in their sole discretion they may deem advisable, for depreciation, obsolescence, amortization, or to insure the prompt payment of taxes and other obligations, and to restore to income such reserves as may be unused.

(h) To charge losses, deductions and expenses or any part thereof to principal or to income, as in their sole discretion they may determine to be advisable or proper.

(i) In their sole discretion, to distribute income at any time during the administration of my estate, and to pay interest on any bequest or devise made herein, at such rate as in their sole discretion they may determine.

(j) To associate themselves and to become and act as copartners, general or limited, or

as joint adventurers, in any copartnership, venture or enterprise, with and at the risk of the assets of my general estate or the trusts, or any thereof, herein created; to incorporate under any jurisdiction any business or enterprise which I may own or in which I may be engaged at the time of my death, or to join with others in the incorporation in any jurisdiction of any business or enterprise in which I may have an interest at the time of my death, or in which my estate or the trusts or any thereof may from time to time have an interest, and to hold and treat the shares of any such corporation as an asset of my estate or as part of the principal of any trust herein created; to continue and to participate in, manage, operate and engage in any business, venture or enterprise which I may own or in which I may have an interest at the time of my death, or in which I may be associated with others, even though to do so, the Executors or Trustees may be, become and act as copartners, general or limited, or as co-adventurers or otherwise; and in connection with any and all of the foregoing, to borrow funds from time to time for the use and benefit of such business, and to pledge, mortgage, hypothecate and encumber any and all assets of said business, my estate, and the principal of the trusts herein created, as security for such loan or loans, this power to borrow money being in addition to and not in limitation of the power and authority to borrow which the Executors or Trustees may otherwise have under this Article "SIXTH".

(k) In their sole discretion, to retain as principal or to credit to and pay out as net income hereunder all or any part of the net gains and profits derived from the sale, exchange, or other disposition of any property belonging to said trusts, as the Trustees in their sole discretion may from time to time determine. Any part of such net gains and profits not credited or paid out as net income hereunder pursuant to such discretion shall be and remain principal hereunder.

The discretions and directions herein given to the Trustees shall be in addition to and not in limitation of the discretions given in Paragraphs "[A]-3" and "[B]-2(c)" of Article "FIFTH" hereof.

(l) From time to time, to borrow such sum or sums of money as they may deem necessary or proper (i) to provide moneys with which to pay any transfer, legacy, succession or inheritance taxes or death duties to whomsoever payable; (ii) in connection with the administration of my estate: (iii) for the maintenance, protection, or advancement of any property which may form part of my estate or the principal of the trusts herein created, including any shares of stock of any corporation or any interest of any nature or description whatsoever in any enterprise; or (iv) for the use or benefit of any business

operated by the Trustees-all upon such terms and conditions as in their discretion the Executors and Trustees may determine; and for the sum or sums so borrowed, to execute and deliver promissory notes or other obligations in such form as they may determine, and to secure the payment of any amounts so borrowed by mortgage, pledge, hypothecation, or encumbrance of any real or personal property of which I may die seized or possessed, or which at any time may form part of my estate or the trusts herein created.

(m) From time to time to sell, lease, exchange, or otherwise dispose of, at public or private sale, any real or personal property, or any interest therein, which may at any time belong to my estate or to the trusts herein created, upon such term or terms, including credit, secured or unsecured, as they may determine in their sole discretion to be for the best interests of my estate or of such trusts, and to accept in payment or exchange, property, cash, securities, bonds, notes, or mortgages--although the same may not be of a character permitted for the investment of trust funds by the laws of any state; and to execute, acknowledge, and deliver any good or sufficient deeds, conveyances, leases, assignments and other instruments that may be necessary with respect to the sale, lease, exchange or disposition of property.

(n) To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by my estate, for as long a period or periods and on such terms as they may determine, and to settle, adjust, compromise and arbitrate claims or demands in favor of, or against, my estate or the trusts herein created-all upon such terms as they may deem advisable.

(o) With respect to any securities forming part of my estate or the trusts herein created, to vote upon any proposition or election at any meeting, and to grant proxies, discretionary or otherwise to vote at any meeting; to join in or become parties to any reorganization, readjustment, merger, voting trust, consolidation or exchange, to deposit any such securities with any committee, depository, trustee or otherwise; and to pay out such fees, expenses or assessments incurred in connection therewith, and to charge the same to principal or income of my estate or the trusts to which such securities may belong, as the Executors or Trustees may determine; to exercise conversion, subscription or other rights, or to sell or abandon such rights; and to receive and hold any new securities or other property issued or delivered as a result of any such reorganization, readjustment, merger, voting trust, consolidation, exchange or exercise of conversion, subscription, or other rights, although the same may not be of a character

permitted for the investment of trust funds by the laws of any state; and generally, to take all action in respect of any securities belonging to my estate or the trusts hereunder, as the Executors or Trustees might or could do as absolute owners thereof.

(p) Unless otherwise prevented by law, to cause any securities or other property to be held in bearer form, or to be registered and held in the name of a nominee.

(q) To advise with counsel, who may be counsel for any person interested in the estate or in the trusts herein created, and the Executors or Trustees shall not be liable for any action taken or omitted to be taken upon the advice of counsel.

(r) If they so deem it advisable, to assign, transfer and convey all or any part of the property belonging to my estate or to the trusts herein created, to a corporation organized by them in any jurisdiction, in exchange, for the stock, bonds, debentures, notes or securities of such corporation, and to distribute, hold or retain the same in accordance with the provisions made by me herein for the disposition of the property so assigned, transferred or conveyed to said corporation.

(s) To make any division or distribution of my estate, or the principal of the trusts herein created, in kind at the then market value of the property, or partly in kind and partly in money, and to cause the respective shares to be composed of property similar to or different from other shares.

(t) In their sole discretion, and insofar as permitted by law, to file Federal or State Income Tax Returns jointly with my wife, JACQUELINE B. KENNEDY.

(u) Notwithstanding anything to the contrary in this Will contained, with respect to tie trust set up for the benefit of my wife, JACQUELINE B. KENNEDY, in Paragraph "[A]" of Article "FIFTH" hereof (a) the Trustees shall and are hereby directed to convert into income-producing property any unproductive property forming part of the principal of said trust within a reasonable time after the same becomes unproductive, or if unproductive at the time of the receipt thereof by the Trustees, then within a reasonable time after such receipt; and (b) the Trustees shall not hold uninvested beyond a reasonable time, moneys belonging to the principal of said trust.

SEVENTH: (a) The Executors or Trustees shall make no deduction from, nor addition to, income by reason of the purchase or sale of securities at a premium or discount.

(b) All dividends received by the Executors or Trustees in stock of a corporation or association declaring the same and declared in respect of any stock constituting any part of my estate or the principal of the trusts hereunder, all liquidating dividends, and all rights to subscribe to new or additional stock or other securities, and the securities or other property received upon the exercise of any such rights, and the proceeds of the sale of any such rights, shall be deemed principal. All other dividends received by the Executors or Trustees shall be treated as income and distributed accordingly. The Executors or Trustees shall have power to determine whether, and if at all, to what extent, any dividend received by them is a liquidating dividend.

(c) Persons dealing with my estate or the trusts herein created shall be under no obligation to see to the proper application of money paid or property delivered to the Executors or Trustees, or to inquire into the authority of the Executors or Trustees as to any transaction, and the receipt of the Executors or Trustees for any money or thing paid or transferred or delivered to them shall be a sufficient discharge to the person or persons paying, transferring or delivering the same, or from all liability to see to the application thereof.

(d) Every deed, trust deed, mortgage, lease, contract or other instrument executed by the Trustees in relation to any property belonging to the trusts herein shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (i) that at the time of the delivery thereof the trusts created in this Last Will and Testament were in full force and effect; (ii) that such conveyance or other instrument was executed by the Trustees in accordance with the terms, conditions and limitations contained in this Last Will and Testament, and is binding upon all beneficiaries thereunder; (iii) that the Trustees were duly authorized and empowered to execute and deliver such deed, trust deed, mortgage, lease, contract or other instrument; and (iv) if the conveyance is one made by or to a successor or successors in trust hereunder, that such successor or successors in trust have been properly appointed and is or are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessors in trust.

EIGHTH: I direct that all estate, inheritance, succession, legacy, transfer taxes or other taxes of the same nature, which may be payable by reason of my death, including interest and penalties thereon, with respect to property or assets comprising my estate for such tax purposes, whether or not such taxes are payable by my estate or by any devisee,

legatee, recipient or beneficiary of any such property or assets, shall be paid entirely as an administration expense out of such part of my residuary estate as passes to my Trustees in Paragraph "[B]" of Article "FIFTH" of this Last Will and Testament, without any right of reimbursement from any devisee, legatee, recipient or beneficiary of such property or assets.

NINTH: I hereby nominate, constitute and appoint my wife, JACQUELINE B. KENNEDY, and my brothers, ROBERT F. KENNEDY and EDWARD M. KENNEDY, as Executors of, and Trustees under, this my Last Will and Testament; and if for any reason at any time any one of them does not qualify or is unable or unwilling to serve as such Executor or as such Trustee, I hereby nominate, constitute and appoint the following, in the order named, as Executrix or Trustee of this my Last Will and Testament (as the case may be) to fill any such vacancy: my sisters, EUNICE K. SHRIVER, PATRICIA LAWFORD and JEAN KENNEDY.

I direct that no bond be required of the Executors or Trustees in this or any other jurisdiction, and that no inventory of my estate need be filed.

Insofar as may be permitted by law, no Executor or Trustee shall be liable for any act or omission in connection with the administration of my estate or of the trusts herein created, or the exercise of any of the powers and discretions herein before provided for, nor for any loss or injury to any property held in or under my estate or said trusts, except for his or her actual fraud, and no Executor or Trustee shall be responsible for any act or omission of any other Executor or Trustee.

Any Executor or Trustee acting under this Will may at any time and from time to time, by revocable power of attorney executed under seal, delegate to the other Executors or Trustees (as the case may be) full exercise of all or any of the powers vested in such delegating Executor or Trustee.

I hereby direct that the Executors and/or Trustees, unless otherwise prevented by law, shall act by a majority vote.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal to this, my Last Will and Testament, this 18th day of June, in the year one thousand nine hundred fifty-four.

/s/

JOHN

F.

KENNEDY

The foregoing instrument, consisting of this and sixteen (16) preceding pages, was subscribed by JOHN F. KENNEDY, the Testator, in the City of Washington, D. C., on the 18th day of June, in the year one thousand nine hundred and fifty-four, in the presence of us and each of us, and at the same time and place was subscribed, published and declared by him to be his Last Will and Testament, and we, at his request, and in his presence, and in the presence of each other, signed our names hereto as subscribing witnesses hereof.

T. J. Reardon Jr., residing at 3134 Dumbarton Ave. N.W., Washington, D. C.
Theodore C. Sorensen, residing at 1105 57th Ave. S.E., Washington, D. C.
Evelyn Lincoln, residing at 3132-16th St. N.W., Washington 10, D. C.

9.1.19. Testament de Paul Newman²²

LAST WILL AND TESTAMENT

of

PAUL

NEWMAN

I, PAUL NEWMAN, also known as PAUL L. NEWMAN, of Westport, Connecticut, make, publish and declare this to be my last will and testament. I hereby revoke all wills and codicils to wills which I have made previously.

Section 1: Tangible Personal Property:

1.1. Airplane and Race Cars: I direct the executors to sell any airplane and all race cars which I own at the time of my death at public auction or private sale, as the executors shall deem advisable in order to realize their fair market value. I authorize the executors to engage one or more appraisers or auctioneers knowledgeable about such items to assist the executors in determining both an appropriate value and the best method for marketing such items. The net proceeds thereof shall pass under Section 6 as a part of my residuary estate.

1.2. Oscars And Other Theatrical Awards: I bequeath all Oscars and other theatrical awards which I own at the time of my death to Newman's Own Foundation, a Delaware corporation organized exclusively for purposes described under Section 501 (c) (3) of the Internal Revenue Code (or to its successor in interest), hereinafter referred to as Newman's Own Foundation."

1. 3. Other Tangible Personal Property: I bequeath to my wife, Joanne Woodward Newman (also known as Joanne Woodward), if she survives me, all tangible personal property which I own at the time of my death other than any property effectively sold and/or bequeathed as provided under Subsections 1.1 and 1.2 above, including without limitation all household furnishings, musical instruments, works of art, personal effects and automobiles, together with any prepaid insurance or proceeds of insurance thereon. If my wife does not survive me, I bequeath such tangible personal property and insurance to my descendants who survive me, in shares per stirpes, to be divided among them as the executors shall determine, in proportions which shall reflect the value of

²² Last Will and Testament of Paul Newman. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/655-24.html>

each descendant's stirpital share as nearly as may be practicable; provided, however, that the share of any grandchild or more remote descendant of mine who has not attained age thirty-five at the time of my death shall be distributed to the then trustee under the Amended and Restated Newman Living Trust Number One of even date established by me as settlor and trustee and signed by me prior to the execution of this will ("my Trust Agreement"), to be held and administered in a separate trust for the benefit of such person under subsection 3.12 and the succeeding provisions of my Trust Agreement as my Trust Agreement hereafter may be further amended.

1. 4. Memorandum: I may leave a memorandum containing suggestions for the disposition of certain items of my tangible personal property, but such memorandum shall not be binding on the legatees named in this Section.

Section 2: Promissory Notes: If my wife, Joanne Woodward Newman, does not survive me, I bequeath (A) any promissory notes payable to me (i) by any daughter of mine who survives me, and (ii) by Cora Casem, presently of Fresh Meadows, New York, if she survives me, to the debtor at each such promissory note, together with any accrued and unpaid interest thereon.

Section 3: Specific Bequest: If my wife, Joanne Woodward Newman, survives me, I bequeath (A) any property interests which I own at the time of my death in (i) Coleytown Productions, Inc., (ii) Aspetuck Productions, Ltd., (iii) Newman Foreman Productions, Inc., and (iv) any other entity that receives royalties, profit participations or residuals representing payment for my services rendered as an actor and (B) any other right to receive royalties, profit participation or residuals representing payment for my services rendered as an actor to the then trustee under my Trust Agreement, to be held and administered in Marital Trust B for the benefit of my wife under Subsection 3.8 and the succeeding provisions of my Trust Agreement as my Trust Agreement hereafter may be further amended. If my wife does not survive me, I bequeath such property interests to Newman's Own Foundation. In addition, I direct that the executors shall have no rights to sell any of such property interests passing under this Section.

Section 4: Property Interests: I bequeath (i) all of my Publicity and IP Rights (as defined below), (ii) my entire interest in Newman's Own, Inc. (or its successor in interest), (iii) my entire interest in Salid King, Inc. (or its successor in interest), and (iv) my entire interest in No Limit, LLC (or its successor in interest) to Newman's Own Foundation. The term "Publicity and IP Rights" as used throughout my will shall mean those intellectual property and related tangible or intangible property rights that I may own at the time of my death or in which I may have any interest at the time of my death

relating to my name, signature, image (still and moving, photographed and drawn), voice, persona, performances, and various related trademarks and copyrights together with the goodwill associated with any such rights, and including any applications or registrations for such rights, any rights of publicity, any rights to receive payments associated with such intellectual property rights and such rights of publicity, including royalties, profit participations or residuals, any rights to enforce and sue for past and future infringement or violation of such rights, and, to the extent transferable, any rights granted to me in connection with any license or other agreements to which I am a party, other than any property interests effectively bequeathed under Section 3 above.

Section 5: Real Estate: I devise and bequeath to my wife, Joanne Woodward Newman, if she survives me, absolutely and in fee simple, all real estate and interests in real estate, wherever situated, which are owned and used by me at the time of my death as my principal residence, as a seasonal residence or as an office ((including without limitation any interest in a condominium or cooperative), together with any prepaid insurance or proceeds of insurance thereon, but subject to any mortgage or other debt secured by such property.

Section 6: Residuary Estate: I devise and bequeath all other debt secured by such property or proceeds of insurance thereon, but subject to any mortgage or other debt secured by such property, wherever situated, including any property not effectively bequeathed under the foregoing provisions of this will but excluding any property over which I have a power of appointment, to the trustee under my Trust Agreement, to be administered under the terms thereof as it hereafter may be further amended.

Section 7: Appointment of Executors: I appoint Brian Murphy, presently of Manhattan Beach, California, Robert H. Forrester, presently of Avon, Connecticut, and such individual (other than a daughter of mine) selected by majority vote of my daughters, who survive me, to be the co-executors of my estate. If Brian Murphy, Robert H. Forrester or such individual selected by majority vote of my daughters fails to qualify or cease to serve as an executor, the other or others of them shall serve as co-executors or sole executor, as the case may be, with all the same powers, discretions and immunities.

I empower the executors to act as ancillary executors of my estate or to appoint any qualified person or corporation to act as ancillary executor in any jurisdiction.

I direct that no bond or other security shall be required of any person or corporation serving as executor or ancillary executor.

Section 8: Powers of Executors: In addition to all powers and discretions conferred upon the executors by other provisions of this will or by law, I hereby grant to the executors all the powers of the Connecticut Fiduciary Powers Act set forth in

Connecticut General Statutes §45a-234, and the following additional powers of that Act set forth in Connecticut General Statutes §45a-235: (2) Buy Insurance and Annuities; (3) Invest in, Partnerships, etc.; (6) Form Corporation or Other Entity; (7) Fiduciary May Become Director or Officer; (9) Residential Realty; (10) Deal with Estate and Trust; (11) Suits on Insurance Policies; (12) Advancement of Income; (14) Reduce Interest Rates; (15) Establish and Maintain Reserves; (16) Investment Philosophy; (17) Investment During Estate Administration; (19) Mortgage and Refinance Real Estate; (21) Distribute Directly to Remaindermen; (22) Disclaimer of Power; (23) Comply with Stock Restrictions; (24) Continue Subchapter s Election; (25) Acquire Interest in Trust Asset; (26) Income to Custodian for Minor; and (27) General Powers.

In addition, without limiting the foregoing, I give the executors the following powers:

(A) To enter into any transactions authorized under this Section or by law with the legal representative or trustee of any estate or trust in which any beneficiary hereunder or executor hereof has any beneficial interest, even though the legal representative or trustee of such estate or trust is also an executor hereof;

(B) To allocate any portion of my generation-skipping transfer tax exemption under Section 2631(a) of the Internal Revenue Code to any property as to which I am the transferor, including any property transferred by me during my life as to which I did not make an allocation prior to my death;

(C) To disclaim, in whole or in part, on behalf of my estate any interest in property, real or personal, including any power;

(D) To elect to treat as qualified terminable interest property for purposes of the federal or any state estate tax marital deduction all or any specific portion of any property includable in my gross estate for federal estate tax purposes. The executors, may make any such election in order to minimize the death taxes payable by my estate and, in addition, shall consider the effect of any such election on the death taxes payable by my wife's estate, especially if she should die before any such election is made;

(E) To exercise the special election under Section 2652 (a) (3) of the Internal Revenue Code;

(F) To take any and all reasonable measures to (i) manage and control the use of my Publicity and IP Rights, (ii) License or otherwise give permission for approved uses of my Publicity and IP Rights, and (iii) prevent uses of my Publicity and IP Rights that I either explicitly did not approve during my lifetime or that are inconsistent with those uses I did explicitly approve regardless of whether they were disapproved during my lifetime;

(G) To protect my Publicity and IIP Rights including taking reasonable measures to decline and oppose any and all uses of my Publicity and IP Rights for commercial purposes anywhere in the world except as authorized under Paragraph (H) below and except as they were used in photoplays or other performances which I authorized during my lifetime and for advertising and promotion in connection with such photoplays or other performances; provided, however, that those photoplays or performances are performed or published in the same or substantially identical form as in their original release or other form which I authorized during my lifetime;

(H) To take all reasonable measures to prevent any and all use of my Publicity and IIP Rights on any product or in connection with the advertising or promotion of any product or service whatsoever except in connection with food products (a) of at least the quality of the current Newman's Own brand of products and (b) authorized and/ or licensed by: (i) No Limit LLC / Newman's Own Foundation, and/or Newman's Own, Inc. (or their respective successors in interest), or (ii) in connection with fundraising activities for the Hole in the Wall Gang Camp Fund, Inc., Hole in the Wall Foundation or the Association of Hole in the Wall Gang Camps and its member camps (or their respective successors in interest); provided, however, that such uses have been approved by No Limit, LLC (or its successor in interest and/or Newman's Own Foundation and, provided further, that such uses are consistent with the quality of uses made for my Publicity and IIP Rights during my lifetime;

(J) To appoint one or more advisors for the purpose of conserving and protecting my Publicity and IP Rights including without limitation (a) residuals, (b) shares or percentages in profits or other revenue from television programs, films or plays, (c) royalties, (d) ownership or interest in such Publicity and IP Rights, or (e) merchandising rights; and

(K) To borrow funds in such amounts and for such purposes as the executors shall deem to be in the best interests of my estate and the beneficiaries thereof; to purchase property on the credit of my estate; and to guarantee any debt or obligation incurred by me or any entity which is owned substantially or entirely, directly or indirectly, by me or my estate, and in connection therewith, to execute and deliver promissory notes or other evidences of such indebtedness or guarantee; to mortgage, pledge, hypothecate or otherwise encumber all or any part of my estate and to secure payment of such indebtedness or on such guarantee from the assets of my estate. In exercising such authority, I direct the executors to guarantee bank loan indebtedness incurred by Newman's Own, Inc. (or any parent, successor, subsidiary or affiliated company of Newman's Own, Inc.), to finance or otherwise facilitate such entity's purchase of Newman's Own Organics, Inc. (or its successor in interest), provided that such

guarantee shall not exceed the amount of Ten Million Dollars. I authorize the executors to take all necessary actions, including the sale of assets of my estate, as the executors shall determine to be appropriate in exercising this directive. I further specifically authorize the executors to secure such guarantee using assets of my estate to the extent and in such manner as the executors in the executors' discretion shall determine and to pay any bank loan indebtedness on such guarantee in full at such time or times and in such manner as the executors in the executors shall determine and to pay any bank loan indebtedness on such guarantee in full at such time or times and in such manner as the executors in the executors' sole discretion shall determine.

All such powers shall be exercisable by the executors without probate court approval. The executors' determination with respect to the exercise of any power or election hereunder shall be conclusive upon all persons affected thereby. The executors shall not be responsible for losses to any person resulting from the good faith exercise of discretion by the executors.

Section 9: Expenses, Bequests and Taxes:

9.1. Expenses: I direct the executors to pay all of (i) my funeral and related expenses; (ii) the expenses of administering my estate, including the expenses of any ancillary probate proceedings; and (iii) the reasonable expenses incurred in insuring, safeguarding, delivering, or transferring any property included in my probate estate.

9.2. Death Taxes: I direct the executors to pay all death taxes (as hereinafter defined), including any interest and penalties thereon, levied or assessed upon or with respect to any property which is included in my estate for the purpose of any such tax, whether such property passes under this will or otherwise.

The term "death taxes" shall mean all legacy, succession, inheritance, transfer and estate taxes, but shall not include generation-skipping transfer taxes imposed under Chapter 13 of the Internal Revenue Code or under any state tax laws.

9.3 Sources of Payment; Apportionment: I direct that no portion of any such expenses or death taxes paid under this Section shall be prorated or apportioned among or chargea against the respective devisees, legatees, beneficiaries, tranferees or other recipients, or charged against any properly which passes to any of them, and I direct the executors to pay such expenses and death taxes fom my probate estate, in the same manner as payment of administration expenses.

The executors may direct the trustee under my Trust Agreement to pay to my estate such amount of trust property as the executors shall determine are required for payment, in part or in full, of (i) any such expenses (ii) any such death taxes (including

any interest and penalties thereon), and (iii) any bequests or devises contained in this will and any codicils thereto.

Notwithstanding the foregoing, if my gross estate as determined for the purpose of any death taxes includes property with respect to which I have a power of appointment, the executors shall recover from such property and/or from the recipient thereof, as the executors shall determine, the pro rata share of each death tax attributable to such property, in an amount which bears the same ratio to the total of such death tax as the value of such property bears to my taxable estate as determined for the purpose of each death tax. The executors may recover such amounts on or before the due date of any such death tax and on or before the due date of any additional assessments, as may be determined for any such death tax.

Section 10: Will And / Or Trust Agreement Contest: If any beneficiary under this will and/or any codicil hereto ("my will") and/or under my Trust Agreement, shall in any manner, directly or indirectly, attempt to contest the probate or validity of any part or all of my will and/or my Trust Agreement, then such beneficiary shall forfeit and cease to have any right or interest whatsoever under my will, and, in such event, I direct that my estate shall be disposed of in all respects as if such beneficiary had predeceased me.

Section 11: General Provisions:

11.1. The underlined captions in this will are for convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect their construction or application.

11.2. The gender and the number of any word shall be construed to include another gender or number whenever appropriate.

11.3. When a distribution is to be made hereunder to my descendants "in shares per stirpes," the initial stirpital division shall be at the level of my children, whether or not any child of mine is living at the time of such distribution.

11.4. With respect to adopted persons other than my children, the terms "grandchildren" and "descendants" shall include those children legally adopted before attaining the age of eighteen and those descended from persons so adopted.

11.5. The terms "executor," "executors" and "co-executors" shall mean the fiduciary or fiduciaries appointed by a court of competent jurisdiction to administer my estate.

11.6. The term "Internal Revenue Code" shall mean the Internal Revenue Code of 1986 (or its successor), as amended to the date of my death.

11.7. In the event that Newman's Own Foundation does not exist or is not an organization described in Sections 170(c) and 2055(a) of the Internal Revenue Code at

the request of the testator.

Carolyn Murphy

Charles T. Wright

Subscribed and sworn to
before me this 11th day
of April, 2008.

Judith M. Keppleman
Notary Public
My commission expires: 6/30/10

9.1.20. Testament de Frank Sinatra²³

LAST WILL AND TESTAMENT

of

FRANCIS

ALBERT

SINATRA

I, FRANCIS ALBERT SINATRA, also known as FRANK SINATRA, declare this to be my Will and revoke all former Wills and Codicils. I am a resident of Riverside County, California.

CLAUSE FIRST: Marital Status And Family.

I am married to BARBARA SINATRA, who in this Will is referred to as "my Wife." I was formerly married to NANCY BARBATO SINATRA, to AVA GARDNER SINATRA, and to MIA FARROW SINATRA, and each of said marriages were subsequently dissolved. I have three children, all of whom are the issue of my marriage to NANCY BARBATO SINATRA: NANCY SINATRA LAMBERT, FRANCIS WAYNE SINATRA, and CHRISTINA SINATRA. All of the above-named children are adults. I have never had any other children.

CLAUSE SECOND: Nomination Of Executor; Executor's Powers.

A. I nominate ELIOT WEISMAN and HARVEY L. SILBERT to act as Co-Executors of this Will. I specifically empower my Co—Executors at any time to designate and appoint any bank or other corporate fiduciary to act as Co—Executor with them, or as Agent on their behalf, and with the further power to change the designation of the said bank or other corporate fiduciary from time to time. If either ELIOT WEISMAN or HARVEY L. SILBERT is unable, unwilling or ceases to act as Co—Executor, I nominate NATHAN S. GOLDEN to act as Co-Executor with the other of them. If two of said three individuals become unable, unwilling or ceases to act as Executor, I nominate CITY NATIONAL BANK, Beverly Hills, California, to act as Co-Executor with the remaining individual, or as sole Executor if all three of said individuals become unable, unwilling, or cease to act hereunder. Whenever the word "Executor" or "Co—Executor" is used in this Will, it shall be deemed to refer to whichever one or more of them is acting from time to time. I direct that no bond shall be required of any Executor or Co—Executor as a condition to qualifying to serve hereunder, whether acting jointly or alone.

²³ Last Will and Testament of Frank Sinatra. Recuperat de: <https://www.livingtrustnetwork.com/estate-planning-center/last-will-and-testament/wills-of-the-rich-and-famous/last-will-and-testament-of-frank-sinatra.html>

B. I authorize my Executor to sell, lease, mortgage or encumber the whole or any part of my estate, with or without notice; to transfer registered securities into street name or to hold them in the name of a nominee, without any liability on the part of my Executor; and at the option and sole discretion of my Executor, to continue to hold, manage and operate any property, business or enterprise that may be an asset of my estate from time to time, whether in corporate, partnership (limited or general) or other form, and whether or not such asset is one in which my Executor is personally interested, the profits or losses therefrom to inure to or be charged against my estate and not my Executor. My Executor shall have absolute discretion as to how much cash, if any, to invest at interest.

C. I authorize my Executor to invest and reinvest funds of my estate, including surplus moneys and the proceeds from the sale of any assets of my estate, in every kind of property, specifically including, but not by way of limitation, corporate or governmental obligations of every kind, securities of any regulated investment trust, and stocks, preferred or common and any common trust fund administered by any corporate fiduciary under this Will.

D. It is my intention that my Executor be permitted to take advantage of all tax savings that the law of any jurisdiction allows, without regard to conflicting interests of those interested in my estate and without making any adjustments among such persons. To that end, I authorize my Executor, in my Executor's absolute discretion, to take any one or more of the following actions as may appear advisable:

1. To join with my Wife in executing joint income tax returns;
2. To value my gross estate for federal estate tax purposes as of the date of my death or as of the alternative valuation date as allowed for such purposes;
3. To claim as estate or inheritance tax deductions, or both, expenses which would otherwise qualify as income tax deductions;
4. To elect to have gifts by my Wife treated as made one-half by me for federal gift tax purposes; and
5. To make any other elections allowed by the Internal Revenue Code or the tax law of applicable jurisdiction.

E. If at my death I hold any stock purchase warrants, stock subscription or conversion rights, or rights under any stock option plan, I authorize my Executor to exercise any or all of those warrants and rights if my Executor, in my Executor's discretion, deems such exercise to be in the best interests of my estate and the beneficiaries thereof, and to borrow money for that purpose if my Executor, in my Executor's discretion, deems it advisable.

F. I authorize my Executor to administer my estate under The California Independent Administration of Estates Act.

G. Upon any preliminary or final distribution of the residue of my estate, my Executor may distribute the residue in undivided interests or in kind, or in money, or partly in any of them at such valuations and according to such method or procedure as my Executor shall determine, including the power to distribute all or part of any particular asset to any beneficiary as my Executor shall determine.

H. All decisions of my Executor made in good faith shall be binding and conclusive on all persons interested in my estate, but shall be subject to such confirmation or Court authority as is required by law.

CLAUSE THIRD: Amount Of Property Disposed Of.

I intend that my Will shall govern the disposition of all property wherever situated that I have the power to will at the time of my death, including both my separate property and my one-half interest in such community property as my Wife and I may own at the time of my death.

CLAUSE FOURTH: Payment Of Debts and Taxes.

I direct my Executor to pay in full any and all lawful debts which may be owing by me at the time of my death, both secured and unsecured, and regardless of when they might otherwise be due and payable, in the following order of priority and from the following sources:

1. My Executor shall first pay and discharge in full from our community assets, including my Wife's share thereof to the full extent her share is liable for such debts and to the full extent of such community property, any and all debts chargeable to the community estate of myself and my Wife, other than payments in satisfaction of any promissory notes secured by mortgages and/or trust deeds which are a lien on the Rancho Mirage residential real property owned by us.

2. My Executor shall next pay and discharge in full from my share of our community property the full amount of any promissory notes secured by mortgages and/or trust deeds which are a lien on the Rancho Mirage residential real property owned by us, and regardless of whether said real property is owned by us as joint tenants with the right of survivorship, as community property, or as my sole and separate property. If my share of our community property is insufficient to pay said debt in full after payment of our unsecured debts, then any shortfall in payment of this secured debt shall be paid from my separate property. No other debts secured by residential real property in which I have an interest shall be paid in full as a result of my death.

3. I direct that all estate, inheritance or other death taxes occasioned or payable by reason of my death, whether related to the bequests set forth in this will, and whether attributable to property subject to probate administration or not, and all of the expenses of administration of my estate, including but not limited to executor commissions,

attorneys fees, court, publication and filing fees, and funeral expenses and expenses of my last illness, if any, shall next be paid from my share of our community property, to the full extent remaining after payment of the debts described in subparagraphs 1 and 2 above. If my share of our community property is insufficient to pay said taxes and expenses, they shall be paid from the residue of my separate property.

CLAUSE FIFTH: Specific Bequests.

I make the following specific bequests from my share of our community property to the extent such remains after payment in full of the items described in CLAUSE FOURTH above, and if my share of our community property shall be insufficient to satisfy these bequests, from my separate property:

A. To my former Wife, NANCY BARBATO SINATRA, if she survives me, the sum of Two Hundred Fifty Thousand Dollars (\$250,000). If NANCY BARBATO SINATRA does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

B. To DOROTHY IJHLEMANN of North Hollywood, California, if she survives me, the sum of Fifty Thousand Dollars (\$50,000). If DOROTHY UHI~EMANN does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

C. To ELVINA JOUBERT of Rancho Mirage, California, if she survives me, the sum of Fifty Thousand Dollars (\$50,000). If ELVINA JOUBERT does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

D. To JILLY RIZZO, if he survives me, the sum of One Hundred Thousand Dollars (\$100,000). If JILLY RIZZO does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

E. To my Wife's SOn, ROBERT OLIVER MARX, if he survives me, the sum of One Hundred Thousand Dollars (\$100,000). If ROBERT OLIVER MARX does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

F. To my daughter, CHRISTINA SINATRA, if she survives me, the sum of Two Hundred Thousand Dollars (\$200,000). If CHRISTINA SINATRA does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

G. To my son, FRANCIS WAYNE SINATRA, if he survives me, the sum of Two Hundred Thousand Dollars (\$200,000). If FRANCIS WAYNE SINATRA does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

H. To my daughter, NANCY SINATRA LAIBERT, if she survives me, the sum of Two Hundred Thousand Dollars (\$200,000). If NANCY SINATRA LAMBERT does not survive me, this gift shall lapse and shall be considered as part of the residue of my estate.

I. To the Trustees of that certain Trust established by me and my former Wife, NANCY BARBATO SINATRA, by Trust Agreement dated December 13, 1983, for the benefit of

the children of NANCY SINATRA LAMBERT, the sum of One Million Dollars (\$1,000,000), to be added to the assets of said trust and allocated equally between the separate trusts being administered thereunder for the benefit of my two grandchildren, ANGELA JENIFER LAMBERT and AMANDA KATHERINE LAMBERT.

J. To my Wife, BARBARA SINATRA, provided that we are married and living together at the time of my death, all of my rights as licensor pursuant to that certain License Agreement dated February 29, 1988 with Sheffield Enterprises, Inc., including my twenty-five percent (25%) royalty thereunder, or in the alternative such shares of Capital Stock of Sheffield Enterprises, Inc. as I may have acquired during my lifetime in exchange for said rights. If my Wife does not survive me or we are not married and living together at the time of my death, this gift shall lapse and shall be considered as part of the residue of my estate.

K. To my Wife, BARBARA SINATRA, provided that we are married and living together at the time of my death, my interest in that certain Master Recording entitled "Trilogy", and all rights to royalties and future distribution related thereto. If my Wife does not survive me or we are not married and living together at the time of my death, this gift shall lapse and shall be considered as part of the residue of my estate.

L. I give to my children, in undivided interests as tenants in common, upon the principle of representation, my community interest in that certain partnership known as Wilshire—Camden Associates, in which I am a limited partner.

M. I hereby forgive any and all loans or indebtedness which may exist at the time of my death, whether in writing or otherwise, which may be owed to me by any of my children.

CLAUSE SIXTH: Confirmation Of Separate and Joint Tenancy Assets.

A. I confirm to my Wife, if she survives me, my interest in the real property situated in Riverside County, California, and commonly known as 70—588 Frank Sinatra Drive, Rancho Mirage, California, including all adjacent guest houses on the grounds thereof, commonly known as 70—200, 70-548, and 70-630 Frank Sinatra Drive, Rancho Mirage, California, which property is held of record by my Wife and I as joint tenants with the right of survivorship.

B. I confirm to my Wife, if she survives me, my interest in the real property situated in Los Angeles County, California, and commonly known as 915 Foothill Road, Beverly Hills, California 90210, which property is held of record by my Wife and I as joint tenants with the right of survivorship.

C. I confirm to my Wife, if she survives me, my interest in the real property situated in Riverside County, California, and commonly known as 1130 Starlight Lane, Rancho Mirage, California, which property is held of record by my Wife and I as joint tenants with the right of survivorship.

D. I confirm to my Wife as her sole and separate property the parcel of real property situated in Riverside County, California, and commonly known as 36928 Pinto Palm Drive, Cathedral City, California.

E. I confirm to my Wife, if she survives me, my interest in the real property situated in Los Angeles County, California, and commonly known as 30966 Broad Beach Road, Malibu, California 90265, subject to all existing encumbrances. If said parcel of real property is not held of record by my Wife and I as joint tenants with the right of survivorship on the date of my death, I give my interest in the said parcel of real property to my Wife, if she survives me and if we are married and living together at the time of my death, and in such event, if my Wife fails to survive me, or we are not married and living together at the time of my death, the above-described real property shall be considered as part of the residue of my estate.

CLAUSE SEVENTH: Gifts Of Tangible Personal Property

A. I give to my Wife, if she survives me, and we are married and living together at the time of my death, all of the silverware, books, displayed paintings, and household furniture and furnishings located in the homes described in CLAUSE SIXTH above, and xay interest in any policies of insurance covering the foregoing items of personal property. If my Wife fails to survive me or we are not married and living together at the time of my death, the above-described personal property and any policies of insurance covering such personal property shall be considered as part of the residue of my estate.

B. I give all of my jewelry, art objects, clothing, household furniture and furnishings, personal automobiles (except the 1988 Rolls Royce and the 1990 Mercedes which are the separate property of my Wife), train collections, music and recording collections, memorabilia and other tangible articles of a personal nature, and my interest in any such property not otherwise specifically disposed of by this Will or in any other manner, together with any insurance on such property existing at the time of my death, in the following manner;

1. My Executor shall first return to any child of mine any of such items which said child may have given to me;
2. My Executor shall then honor such written contractual commitments, if any, which I may have entered into during my lifetime for delivery of such items of personal property at my death;
3. I give all of my sheet music to my son, FRANK WAYNE SINATRA;
4. Thereafter each of my Wife, if she survives me and we are married and living together at the time of my death, and each of my children who survive me may designate to my Executor any of the aforementioned items of property which that beneficiary ~& desirous of receiving. My Executor shall have all such objects appraised in the manner he deems

appropriate, and the appraised value shall be allocated to the requesting beneficiary. My Wife shall be entitled to receive up to a maximum of twenty-five percent (25%) of the total aggregate value of such property, and my children shall be entitled to receive the remaining maximum aggregate value of seventy five percent (75%) of such property, with each of my three children being entitled to receive a maximum of one—third of said remainder, or twenty-five percent (25%) of the total aggregate value of the whole of said property, upon the principle of representation. If my Wife should fail to survive me or we are not married and living together at the time of my death a].]. of said property shall be divided amongst my children. If none of my children or their issue survive me, such property shall be considered as part of the residue of my estate. Notwithstanding the foregoing, my Executor shall have the authority, in my Executor sole and absolute discretion, to distribute any of my personal items and memorabilia to such of my friends and my employeeS as he may deem appropriate.

C. I give to my Wife, if she survives me and we are married and living together on the date of my death, from my share of our community property remaining after the payment and distribution of all amounts and specific bequests hereinabove in this Will set forth, such additional assets, valued at the date of my death, as equals the total sum of Three Million Five Hundred Thousand Dollars (\$3,500,000); provided, however, that if my share of our community property remaining after the payment and distribution of all amounts and specific bequests herein in this Will set forth, is insufficient to provide my Wife with said total sum of Three Million Five Hundred Thousand Dollars (\$3,500,000), I give my Wife all of my then remaining community property; Provided, further, if my Wife fails to survive me, or we are not married and living together on the date of my death, this gift shall lapse and shall be considered a part of the residue of my estate.

CLAUSE EIGHTH: Power Of Appointment.

I hold a limited power of appointment conferred upon me by the Somerset Trust established by that certain declaration of trust dated January 1, 1989 in which I am the Trustor, which power is given me pursuant to numbered paragraph 5 on page 8 of said declaration of trust. I hereby exercise said power of appointment by appointing and giving all assets subject to it in equal shares to CHRISTINA SINATRA, FRANK WAYNE SINATRA, and NANCY SINATRA LANBERT, or the issue of any of them who do not survive me, according to the principle of representation, and if any of them should predecease me leaving no issue, to the survivors of them.

CLAUSE NINTH: Gift Of Residue.

A. I give the residue of my community property estate and all of my separate property remaining after giving effect to the foregoing provisions of this Will, in equal shares to CHRISTINA SINATRA, FRANK WAYNE SINATRA, and NANCY SINATRA LAMBERT,

or the issue of any of them who survive me, according to the principle of representation, and if any of them should predecease me leaving no issue, to the survivors of them.

B. If none of my issue survive me, I give the residue of my estate to my heirs, according to the laws of succession of the State of California in force at the date of this Will.

CLAUSE TENTH: No Contest Clause.

A. If any devisee, legatee or beneficiary under this Will, or any legal heir of mine or person claiming under any of them directly or indirectly engages in any of the following conduct, then in that event I specifically disinherit each such person, and all such legacies, bequests, devises and interests given under this Will or any trust created by me at any time to that person shall be forfeited as though he or she had predeceased me without issue, and shall augment proportionately the shares of my estate going under this Will to, or in trust for, such of my devisees, legatees and beneficiaries who have not participated in such acts or proceedings:

1. contests this Will or, in any manner, attacks or seeks to impair or invalidate any of its provisions,
2. claims entitlement to any asset of my estate by way of any written or oral contract (whether or not such claim is successful),
3. unsuccessfully challenges the appointment of any person named as an executor or a trustee,
4. objects in any manner to any action taken or proposed to be taken in good faith by my Executor, whether my Executor is acting under court order, notice of proposed action or otherwise, whether such objection is successful or not,
5. objects to any construction or interpretation of my Will, or any provision of it, that is adopted or proposed in good faith by my Executor,
6. unsuccessfully seeks the removal of any person acting as an executor,
7. files any creditor's claim in my estate that is based upon a claim arising prior to the date of this Will (without regard to its validity),
8. claims an interest in any property alleged by executor to belong to my estate (whether or not such claim is successful),
9. challenges the characterization proposed by my Executor of any property as to whether it is separate or community (without regard to the ultimate resolution of the merits of such challenge),
10. challenges the position taken by my Executor as to the validity or construction of any written agreement entered into by me during my lifetime,
11. attacks or seeks to impair or invalidate any of the following:
 - a. any designation of beneficiaries for any insurance policy on my life;
 - b. any designation of beneficiaries for any pension plan or IRA account;

c. any trust which I created or may create during my lifetime or any provision thereof;

d. any gift which I have made or will make during my lifetime;

e. any transaction by which I have sold any asset to any child or children of mine (whether or not any such attack or attempt is successful),

12. conspires with or voluntarily assists anyone attempting to do any of these things; or

13. refuses a request of my Executor to assist in the defense against any of the foregoing acts or proceedings.

B. Further, if any of my Wife's issue or my grandchildren do any of the things referred to in this CLAUSE TENTH, then any legacy, bequest, devise or other interest which would otherwise pass to my Wife or the parents of my grandchildren who so act, as the case may be shall likewise be forfeited, and such forfeiting legatees shall be deemed to have predeceased me without issue.

C. Expenses to resist any contest or other attack of any nature upon any provision of this Will shall be paid from my estate as expenses of administration.

d. in the event that any provision of this CLAUSE TENTH, including any of the provisions of the subparagraphs of paragraph A hereof, is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this CLAUSE TENTH and shall in no way affect, impair or invalidate any other provision in this CLAUSE TENTH. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

CLAUSE ELEVENTH: Conflicts of Interest; Exculpation.

The following provisions shall be applicable to any Executor or Co-Executor under this will (hereafter "fiduciary"):

A. Any fiduciary, or any firm with which a fiduciary is affiliated, that performs services in connection with the regular operations of any business, partnership, firm or corporation in which my estate is financially interested may be compensated for services independently of compensation for services as a fiduciary hereunder.

B. The general rule of law whereby actions, decisions, or transactions are held to be void or voidable if a fiduciary is directly or indirectly interested therein in a non-fiduciary capacity shall not be applicable to transactions between my estate and any business entity in which the individual fiduciary is involved. I recognize that the dual role of my fiduciary may result in situations involving conflicts of interest or selfdealing, and it is my express intent that my fiduciary shall not be liable as aforesaid, except in the event of his own bad faith or gross negligence. Notwithstanding the foregoing, all such transactions shall be fair and reasonable. The fiduciary's power hereunder shall be exercised in good faith for the benefit of my estate and in accordance with the usual fiduciary obligations,

except that the rule against self-dealing shall not be applicable as provided in this paragraph.

C. A fiduciary who is an attorney, accountant, investment advisor or other professional shall not be disqualified from rendering professional services to my estate and from being compensated on a reasonable basis therefor in addition to any compensation which he or she is otherwise entitled to receive as fiduciary; neither shall a firm with which a fiduciary is associated be disqualified from dealing with, rendering services to or discharging duties for my estate and from being compensated therefor on a reasonable basis.

D. No fiduciary under this Will shall be liable to any person interested in my estate for any act or default of that fiduciary or of any other fiduciary or any other person, unless resulting from that fiduciary's own bad faith or gross negligence.

CLAUSE TWELFTH: ~

If on the date of the order of distribution of any of my property, the legatee thereof is a minor, such property may, in my Executor's discretion, be delivered to a custodian chosen by my Executor to be held by such custodian for such minor under the California Uniform Transfers To Minors Act. At the time of such delivery, my Executor may also designate one or more successor custodians to *act* if such custodian becomes unable, unwilling or ceases to so act, and my Executor may specify whether or not any such custodian or successor custodian shall be required to post bond.

CLAUSE THIRTEENTH: Interpretation of This Will.

A. As used in this Will, the terms "child," "children," "grandchild", "grandchildren", and "issue" shall include only children born in wedlock and lawfully adopted children and issue of such children.

B. As used in this Will, and to the extent appropriate, the masculine, feminine and neuter gender shall include the other two genders, the singular shall include the plural, and the plural shall include the singular.

C. If there is no sufficient evidence that my Wife and I died otherwise than simultaneously, it shall be presumed, for the purposes of this Will, that my Wife died before me.

D. For the purposes of this Will, any beneficiary who dies within thirty (30) days after my death shall be deemed to have died before me.

E. No interest shall be paid on any gift, legacy or right to income under this Will or any Codicil to it.

F. The Table of Contents and the headings used herein are solely for the purpose of setting forth the organizational outline of this Will and are not to be considered provisions hereof.

G. If any provision of this Will shall be invalid or unenforceable, the remaining provisions hereof shall subsist and be carried into effect.

H. Except as otherwise specifically provided, the validity and construction of this Will and all rights hereunder shall be governed by the laws of the State of California.

SIGNED at _____, California, on _____, 1991.

FRANCIS ALBERT SINATRA

also known as

FRANK SINATRA

9.2. Fitxes terminològiques

Llegenda d'abreviatures que apareixen a les fitxes

<i>ca</i>	<i>català</i>
<i>es</i>	<i>espanyol</i>
<i>fr</i>	<i>francès</i>
<i>adj</i>	<i>adjectiu</i>
<i>loc v</i>	<i>locució verbal</i>
<i>n f</i>	<i>nom femení</i>
<i>n m</i>	<i>nom masculí</i>
<i>n m, f</i>	<i>nom masculí i femení</i>
<i>v</i>	<i>verb</i>
<i>v intr</i>	<i>verb intransitiu</i>
<i>v tr</i>	<i>verb transitiu</i>

Bibliografia de les referències que apareixen a les fitxes

Abreviatura de la referència	Bibliografia
Alcaraz-Hughes	ALCARAZ, E. i HUGHES, B (2001). <i>Diccionario de términos jurídicos inglés-español · español-inglés</i> , 6 ^a ed. Barcelona: Editorial Ariel S.A.
DIEC	IEC. <i>Diccionari de la llengua catalana</i> [en línia]. Barcelona: Institut d'Estudis Catalans, 2021. < https://dlc.iec.cat > [Última consulta: 9 maig 2022]
GDTQ	OQLF. <i>Le grand dictionnaire terminologique</i> [en línia]. Québec: Gouvernement du Québec, 2012. < https://gdt.oqlf.gouv.qc.ca > [Última consulta: 9 maig 2022]
IATE	CDT. <i>Interactive Terminology for Europe</i> [en línia]. Luxemburg: Centre de Traduction des Organes de l'Union Européenne, 2022 < https://iate.europa.eu/home > [Última consulta: 9 maig 2022]
TERMCAT	TERMCAT. <i>Cercaterm</i> [en línia]. Barcelona: TERMCAT, Centre de terminologia, 2022. < https://www.termcat.cat/ca/cercaterm > [Última consulta: 9 maig 2022]

AFFIDAVIT		1
Equivalències alternatives	sworn statement (TERMCAT) sworn declaration (IATE)	
Equivalències documentades	ca - afidàvit <i>n m</i> (TERMCAT) ca - declaració jurada per escrit <i>n f</i> (TERMCAT) es - affidavit (TERMCAT) es - afidàvit (TERMCAT) fr - affidavit (TERMCAT) fr - déclaration sous serment (TERMCAT) fr - déclaration jurée (IATE) fr - déclaration par écrit sous serment (IATE)	
Definició	1. Document legal que serveix com a testimoni o com a declaració jurada davant d'un tribunal o com a garantia o aval en altres casos. (TERMCAT)	
Context	<i>"...that the testator voluntarily signed said will and declared the same to be his last will and testament in the presence of the said two subscribing witnesses thereto; and that this affidavit is made at the request of the testator."</i> (Annex 9.1.19)	
Notes	Els afidàvits són propis del dret anglosaxó. (TERMCAT)	

APPOINTMENT		2
Equivalències documentades	ca - designació <i>n f</i> (TERMCAT) ca - nomenament <i>n m</i> (TERMCAT) es - designación (TERMCAT) es - nombramiento (IATE) fr - désignation (TERMCAT) fr - nomination (IATE)	
Definició	1. To appoint is to select someone for a specific job, task or duty. (IATE) 2. Acció de designar per a un càrrec, una funció. (DIEC)	
Context	<i>"Such appointment shall be made by an instrument in writing filed with the clerk of the appropriate court."</i> (Annex 9.1.2)	
Notes	Del terme <i>appointment</i> en deriven expressions com <i>power of appointment</i> i s'hi relaciona el verb <i>to appoint</i> (nomenar; designar).	

BEQUEATH		3
Equivalències alternatives	leave by will (IATE) devise (IATE)	
Equivalències documentades	ca - llegar <i>v tr</i> (TERMCAT) es - dejar en testamento (Alcaraz-Hughes) es - legar (Alcaraz-Hughes) es - testar (IATE) fr - léguer (IATE) fr - donner par testament (IATE)	
Definició	1. Deixar un bé propi o una deixa a algú per disposició testamentària. (TERMCAT)	

Context	"I give and <u>bequeath</u> all items of tangible personal property owned by me at the time of my death." (Annex 9.1.9)
Notes	Alcaraz i Hughes especifiquen " <i>legar (especialmente un bien mueble)</i> ". Aquest terme forma part del triplet " <i>give, devise and bequeath</i> " i dels doblats " <i>give and bequeath</i> " i " <i>devise and bequeath</i> ". Tots ells es poden traduir per <i>llegar</i> .

BEQUEST		4
Equivalències alternatives	legacy (IATE)	
Equivalències documentades	ca - llegat n m (TERMCAT) es - legado (TERMCAT)	
Definició	1. Allò que hom llega en el testament o en el codicil. (DIEC)	
Context	<i>"I direct that all estate, inheritance or other death taxes occasioned or payable by reason of my death, whether related to the <u>bequests</u> set forth in this will, and whether attributable to property subject to probate administration or not,..."</i> (Annex 9.1.20)	
Notes	Aquest terme forma part de l'expressió " <i>absolute bequest</i> ", que podem traduir per " <i>llegat incondicional</i> ".	

DECEASED		5
Equivalències documentades	ca - finat finada n m, f (TERMCAT) ca - causant n m, f (TERMCAT) ca - testador testadora n m, f (TERMCAT) es - difunto (IATE) es - fallecido (IATE) es - finado (Alcaraz-Hughes) es - causante (IATE) es - testador (IATE) fr - défunt (GDTQ)	
Definició	1. Persona física que per causa de la seva mort provoca la successió legal o testamentària dels seus béns. (TERMCAT) 2. Persona morta. (TERMCAT) 3. Persona que fa o ha fet testament. (TERMCAT)	
Context	<i>"The share set aside for the issue of a <u>deceased</u> grandchild of mine shall be distributed outright to such issue upon the principle of representation."</i> (Annex 9.1.15)	
Notes	A la fitxa 1550122 del IATE s'especifica que, en un context de dret de successions, el terme equival a <i>causant</i> o <i>testador</i> .	

DEED		6
Equivalències alternatives	instrument (IATE) document (IATE)	

	act (IATE) record (IATE)
Equivalències documentades	ca - escriptura n f (TERMCAT) es - auto (IATE) es - documento (IATE) es - título (IATE) es - escritura (IATE) es - título legal (Alcaraz-Hughes) fr - acte (TERMCAT) fr - écriture (TERMCAT)
Definició	1. Document autoritzat per un notari competent, amb les solemnitats legals i a instància de part interessada, que documenta un acte jurídic, del qual el notari dona fe, que resta incorporat al protocol i queda sota la salvaguarda dels tribunals. (TERMCAT)
Context	"...and to execute, acknowledge, and deliver any good or sufficient <u>deeds</u> , conveyances, leases, assignments and other instruments that may be necessary with respect to the sale, lease, exchange or disposition of property." (Annex 9.1.18)

DEVISE		7
Equivalències alternatives	bequeath (IATE) leave by will (IATE)	
Equivalències documentades	ca - llegar v tr (TERMCAT) ca - testar v intr (TERMCAT) es - dejar en testamento (Alcaraz-Hughes) es - legar (Alcaraz-Hughes) es - testar (IATE) fr - léguer (IATE) fr - donner par testament (IATE)	
Definició	1. Deixar un bé propi o una deixa a algú per disposició testamentària. (TERMCAT) 2. Fer testament. (TERMCAT)	
Context	"Except as hereinbefore otherwise effectively <u>devised</u> , I direct that all real property owned by me at the time of my death, (...), shall be sold..." (Annex 9.1.9)	
Notes	Alcaraz i Hughes especifiquen "legar, especialmente, bienes raíces o inmuebles". Aquest terme forma part del triplet "give, devise and bequeath" i dels dobles "give and devise" i "devise and bequeath". Tots ells es poden traduir per llegar.	

DEVISEE		8
Equivalències documentades	ca - legatari legatària n m, f (TERMCAT) es - legatario (IATE) es - legatario de cosa inmueble (IATE) fr - légataire de biens immobiliers (IATE) fr - légataire (TERMCAT)	

Definició	1. Persona a favor de la qual s'ha fet un llegat. (TERMCAT)
Context	"If any legatee, devisee or beneficiary under this Will shall in any way directly or indirectly contest or object to the probate of this Will, or dispute any clause or provision hereof..." (Annex 9.1.2)
Notes	Aquest terme forma part del triplet "devisee, legatee and beneficiary", que es pot traduir per <i>beneficiari</i> .

ESTATE		9
Equivalències alternatives	estate of a deceased person (IATE) estate of the deceased (IATE)	
Equivalències documentades	ca - actiu hereditari n m (TERMCAT) ca - cabal hereditari n m (TERMCAT) ca - cabal relicte n m (TERMCAT) ca - herència n f (TERMCAT) ca - patrimoni n m (TERMCAT) es - herencia (Alcaraz-Hughes) es - caudal hereditario (Alcaraz-Hughes) es - masa hereditaria (Alcaraz-Hughes) es - herencia del causante (IATE) es - patrimonio (IATE) es - patrimonio del fallecido (IATE) fr - succession (IATE) fr - patrimoine (IATE) fr - héritage (TERMCAT)	
Definició	1. Conjunt de béns i de drets de caràcter patrimonial d'una persona difunta considerat com a objecte de la successió per causa de mort. (TERMCAT) 2. Béns que una persona hereta dels seus ascendents. (TERMCAT)	
Context	"I give the residue of my <u>estate</u> , of whatsoever kind and nature, and wheresoever situated, to Shirlee Adams Fonda, if she is living 90 days after the date of my death." (Annex 9.1.4)	

EXECUTE		10
Equivalències documentades	ca - formalitzar v tr (TERMCAT) es - formalizar (Alcaraz-Hughes) es - legalizar (Alcaraz-Hughes) es - ejecutar (Alcaraz-Hughes)	
Definició	1. Revestir alguna cosa dels requisits legals. (TERMCAT)	
Context	"The Will was executed as a single, original instrument and was not <u>executed</u> in counterparts." (Annex 9.1.5)	

EXECUTOR EXECUTRIX		11
Equivalències alternatives	executor of a will (IATE) executress (IATE)	

Equivalències documentades	ca - marmessor marmessora n m, f (TERMCAT) ca - executor testamentari exacutora testamentària n m, f (TERMCAT) ca - testamentari testamentària n m, f (TERMCAT) es - albacea testamentario (Alcaraz-Hughes) es - albacea (IATE) es - ejecutor testamentario (IATE) es - testamentario testamentaria (TERMCAT) fr - exécuteur testamentaire (IATE) fr - exécitrice testamentaire (IATE) fr - exécitrice (IATE)
Definició	1. Persona nomenada pel testador o l'heretant, en testament, codicil o heretament, perquè tingui cura de complir i executar totalment o parcialment la seva darrera voluntat. (TERMCAT)
Context	"I authorize and empower my <u>executors</u> to pay, and to charge as administration expenses of my estate..." (Annex 9.1.10)
Notes	D'aquest terme en poden derivar termes variants com "co-executor".

GUARDIAN		12
Equivalències alternatives	custodian (TERMCAT) tutor (TERMCAT) legal guardian (TERMCAT)	
Equivalències documentades	ca - tutor tutora n m, f (TERMCAT) es - tutor tutora (TERMCAT) fr - tuteur tutrice (TERMCAT)	
Definició	1. Persona física o jurídica en qui recau l'exercici de la tutela. (TERMCAT)	
Context	"I give the <u>guardian</u> of the person of my minor children the same authority as a parent having legal custody and authorize the guardian to exercise such authority without need for notice..." (Annex 9.1.14)	

HEIR HEIRESS		13
Equivalències documentades	ca - hereu hereva n m, f (TERMCAT) es - heredero (TERMCAT) fr - héritier (TERMCAT)	
Definició	1. Persona que succeeix el causant d'una herència amb caràcter universal. (TERMCAT)	
Context	"If none of my issue survive me, I give the residue of my estate to my <u>heirs</u> , according to the laws of succession of the State of California in force at the date of this Will." (Annex 9.1.20)	
Notes	Alcaraz i Hughes afegixen el terme específic de l'àmbit dels testaments "heir testamentary". D'aquest terme en poden derivar termes variants com "co-heir" (cohereu) o "heir at law" (hereu legítim).	

INHERITANCE		14
Equivalències documentades	ca - herència n f (TERMCAT) es - herencia (TERMCAT) fr - héritage (IATE)	
Definició	1. Conjunt de drets, obligacions i béns que, mort el titular. (TERMCAT)	
Context	<i>"I direct that all succession, inheritance or other death taxes or duties (by whatever name called) imposed upon or in relation to any property owned by me at the time of my death."</i> (Annex 9.1.1)	
Notes	A partir d'aquest terme, es formen altres termes específics: <i>inheritance law > dret de successions</i> <i>inheritance tax > impost de successions</i>	

LEGACY		15
Equivalències alternatives	bequest (TERMCAT)	
Equivalències documentades	ca - llegat n m (TERMCAT) es - legado (TERMCAT) fr - legs (TERMCAT)	
Definició	1. Allò que hom llega en el testament o en el codicil. (DIEC) 2. Disposició per causa de mort que implica una adquisició de béns a títol particular. (DIEC)	
Context	<i>"...if not paid within the time specified by law and my Executors shall not be required to take any discount on account of the early payment of any legacy."</i> (Annex 9.1.2)	

LEGATEE		16
Equivalències alternatives	devisee (IATE) beneficiary of a will (IATE)	
Equivalències documentades	ca - legatari legatària n m, f (TERMCAT) es - legatario (Alcaraz-Hughes) es - asignatario (Alcaraz-Hughes) es - acreedor testamentario (Alcaraz-Hughes) fr - légataire (IATE)	
Definició	1. Persona a favor de la qual s'ha fet un llegat. (TERMCAT)	
Context	<i>"I may leave a memorandum containing suggestions for the disposition of certain items of my tangible personal property, but such memorandum shall not be binding on the legatees named in this Section."</i> (Annex 9.1.19)	
Notes	Aquest terme forma part del triplet " <i>devisee, legatee and beneficiary</i> ", que es pot traduir per <i>beneficiari</i> .	

MINOR		17
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Equivalències alternatives	child (IATE) infant (IATE)
Equivalències documentades	ca - menor d'edat n m, f (TERMCAT) ca - menor n m, f (TERMCAT) es - menor (TERMCAT) es - menor de edad (TERMCAT) es - niño (IATE) fr - mineur (TERMCAT) fr - infantile (IATE) fr - nourisson (IATE)
Definició	1. Persona fins a divuit anys. (TERMCAT)
Context	"...with authority to authorize any such custodian to hold such property until the <u>minor</u> attains the age of 21 years where permitted under applicable law." (Annex 9.1.10)

NOMINATE		18
Equivalències documentades	ca - nomenar v tr (TERMCAT) ca - designar v tr (TERMCAT) es - designar (Alcaraz-Hughes) es - nombrar (Alcaraz-Hughes) fr - désigner (IATE)	
Definició	1. Indicar algú per desenvolupar una funció. (TERMCAT) 2. Indicar algú per ocupar un càrrec. (TERMCAT)	
Context	"I <u>nominate</u> , constitute and appoint Aaron R. Frosch Executor of this my Last Will and Testament." (Annex 9.1.11)	

NOTARY		19
Equivalències alternatives	notary public (TERMCAT)	
Equivalències documentades	ca - notari notària n m, f (TERMCAT) es - notario (TERMCAT) fr - notaire (TERMCAT)	
Definició	1. Funcionari que, en règim professional, exerceix la fe pública extrajudicial i redacta i autoritza documents públics, els conserva i n'expedeix còpies, d'acord amb la voluntat expressada per les persones contractants. (TERMCAT)	
Notes	Dins els documents testamentals, s'acostuma a trobar aquest terme com a indicació del segell o la signatura del notari.	

PROVISION		20
Equivalències documentades	ca - disposició n f (TERMCAT) es - disposición (Alcaraz-Hughes) es - precepto (Alcaraz-Hughes) es - artículo (Alcaraz-Hughes) fr - clause (IATE) fr - disposition (IATE)	

Definició	1. Part d'un instrument públic en què les persones que l'atorguen creen, transmeten, modifiquen o extingeixen drets o facultats. (TERMCAT)
Context	"...to distribute, hold or retain the same in accordance with the <u>provisions made by me herein for the disposition of the property so assigned, transferred or conveyed to said corporation.</u> " (Annex 9.1.18)

RECEIPT		21
Equivalències documentades	ca – rebut n m (TERMCAT) es – recibo (TERMCAT) es – carta de pago (IATE) fr – acquit (IATE)	
Definició	1. Document en el qual el creditor reconeix expressament haver rebut del deutor un bé, normalment diner. (TERMCAT)	
Context	"The <u>receipt</u> of such minor, parent, guardian, or person (as the case may be) shall discharge the Donees and they shall not be responsible for the application of the principal and income by such parent, guardian, person or beneficiary." (Annex 9.1.18)	

RESIDUE		22
Equivalències alternatives	remainder of estate (TERMCAT) residual estate (TERMCAT) residuary estate (TERMCAT) residue of estate (TERMCAT)	
Equivalències documentades	ca – romanent de l'herència n m (TERMCAT) es – heredad residual (TERMCAT) es – heredad residuaria (TERMCAT) es – herencia residual (TERMCAT) es – patrimonio residual (TERMCAT) es – sucesión residual (TERMCAT) fr – reliquat (TERMCAT) fr – reliquat successoral (TERMCAT) fr – solde (TERMCAT)	
Definició	1. Part de l'actiu hereditari que queda un cop s'han repartit els llegats específics i s'han pagat tots els deutes, impostos i taxes administratives. (TERMCAT)	
Context	"I give my residuary estate, defined as the <u>residue</u> of my estate, real and personal, including lapsed gifts, after deduction of taxes and other charges to the extent provided in..." (Annex 9.1.6)	
Notes	Aquest terme es pot trobar dins el triplet "rest, residue and remainder", que cal traduir com a "restant" o "romanent".	

REVOKE		23
Equivalències alternatives	revocate (Alcaraz-Hughes)	

Equivalències documentades	ca – revocar v tr (TERMCAT) ca – anul·lar v tr (TERMCAT) ca – deixar sense efecte loc v (TERMCAT) es – revocar (Alcaraz-Hughes) es – abrogar (Alcaraz-Hughes) es – anular (Alcaraz-Hughes) es – cancel·lar (Alcaraz-Hughes) fr – révoquer (IATE)
Definició	1. Llevar valor, força o efecte a un document. (TERMCAT) 2. Anul·lar, deixar sense efecte, una donació, una concessió, una ordre, etc. (DIEC)
Context	<i>"I hereby <u>revoke</u> all former Wills and Codicils by me made."</i> (Annex 9.1.11)

SHARE		24
Equivalències alternatives	part (Alcaraz-Hughes) portion (Alcaraz-Hughes)	
Equivalències documentades	ca – part n f (TERMCAT) es – parte (Alcaraz-Hughes)	
Definició	1. Porció d'un patrimoni atribuïda a un coparticipant o una coparticipant. (TERMCAT)	
Context	<i>"Upon my husband's death my trustees shall pay over the remaining principal of this trust in equal <u>shares</u> to such of my children,..."</i> (Annex 9.1.8)	

LAST WILL AND TESTAMENT		25
Equivalències alternatives	will (IATE) testament (Alcaraz-Hughes) testamentary instrument (Alcaraz-Hughes)	
Equivalències documentades	ca – testament n m (TERMCAT) es – testamento (Alcaraz-Hughes) fr – testament (TERMCAT)	
Definició	1. Document, públic o privat, redactat amb les formalitats legals, en què el causant institueix un o més hereus i en què, normalment, estableix altres disposicions per a després de la seva mort. (TERMCAT)	
Context	<i>"I hereby nominate, constitute and appoint my beloved wife, Yoko Ono, to act as the Executor of this my <u>Last Will and Testament</u>."</i> (Annex 9.1.7)	

TESTATOR TESTATRIX		26
Equivalències alternatives	devisor (TERMCAT)	
Equivalències documentades	ca – testador testadora n m, f (TERMCAT) es – testador (IATE) fr – testateur (IATE)	

Definició	1. Persona que fa o ha fet testament. (TERMCAT)
Context	" <i>That this affidavit is made at the request of the <u>Testator</u>.</i> " (Annex 9.1.10) " <i>The <u>Testatrix</u> thereupon signed this Will in our presence, all of us being present at the same time...</i> " (Annex 9.1.2)

ACCOUNTANT		27
Equivalències documentades	ca - comptable <i>n m, f</i> (TERMCAT) es - contable (TERMCAT) fr - comptable (TERMCAT)	
Definició	1. Persona que exerceix tasques de comptabilitat. (TERMCAT)	
Context	" <i>...he shall purchase such sum in the case of dispute to be determined by an <u>Accountant</u> to be appointed by my Trustees.</i> " (Annex 9.1.16)	

ACT		28
Equivalències alternatives	mature, to (TERMCAT)	
Equivalències documentades	ca - actuar <i>v intr</i> (TERMCAT) es - obrar (Alcaraz-Hughes) es - actuar (Alcaraz-Hughes) es - ejecutar (Alcaraz-Hughes) es - representar (Alcaraz-Hughes)	
Definició	1. Exercir els actes o les funcions d'un ofici o càrrec. (TERMCAT)	
Context	" <i>...declared to us, the undersigned, that the foregoing instrument consisting on five (5) pages, including the page signed by us as witnesses, was his Will and requested us to <u>act</u> as witnesses to it.</i> " (Annex 9.1.17)	

AFFIANT		29
Equivalències alternatives	deponent (IATE) registrant (IATE)	
Equivalències documentades	ca - declarant <i>n m, f</i> (TERMCAT) ca - depositant <i>n m, f</i> (TERMCAT) es - declarante (Alcaraz-Hughes) es - deponente (Alcaraz-Hughes) fr - souscripteur d'affidavit (IATE) fr - auteur de l'affidavit (IATE) fr - déposant (IATE) fr - personne inscrite (IATE) fr - déclarant (GDTQ)	
Definició	1. Person who makes a statement under oath or by affidavit. (IATE)	
Context	" <i>The foregoing instrument was executed by the Testatrix and witnessed by each of the undersigned <u>affiants</u> under the supervision of (...), attorney-at-law.</i> "	

	(Annex 9.1.2)
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AFFIX THE SEAL		30
Equivalències documentades	ca - segellar v tr (TERMCAT) es - pegar el sello (Alcaraz-Hughes) es - poner el sello (Alcaraz-Hughes) es - adherir el sello (Alcaraz-Hughes) es - sellar (Alcaraz-Hughes)	
Definició	1. Marcar amb l'empremta d'un segell per garantir la validesa o l'autenticitat d'un document o per cloure un plec. (TERMCAT)	
Context	<i>"I have hereunto subscribed my name and <u>affixed my seal</u> to this, my Last Will and Testament, this 18th day of June, in the year one thousand nine hundred fifty-four."</i> (Annex 9.1.18)	
Notes	El verb <i>affix</i> en la combinació <i>affix the signature</i> es pot traduir com a <i>sotaescriure</i> o <i>subscriure</i> , amb el significat de " <i>signar al peu o al final d'un escrit</i> " (TERMCAT).	

ALLOCATE		31
Equivalències documentades	ca - assignar v tr (TERMCAT) es - asignar (Alcaraz-Hughes) es - aplicar (Alcaraz-Hughes) es - conceder (Alcaraz-Hughes) es - distribuir (Alcaraz-Hughes) fr - assigner (GDTQ)	
Definició	1. Fixar o assenyalar allò que ha de ser atribuït o destinat a algú. (TERMCAT)	
Context	<i>"To determine, in their sole discretion, what is income or corpus of my estate or any Trust and to apportion and <u>allocate</u> all receipts, credits, disbursements, expenses and charges..."</i> (Annex 9.1.5)	

ALLOT		32
Equivalències documentades	ca - assignar v tr (TERMCAT) ca - adjudicar v tr (TERMCAT) ca - atribuir v tr (TERMCAT) es - repartir (Alcaraz-Hughes) es - adjudicar (Alcaraz-Hughes) es - atribuir (Alcaraz-Hughes) es - assignar (Alcaraz-Hughes) es - destinar (Alcaraz-Hughes) es - distribuir por lotes (Alcaraz-Hughes) fr - assigner (GDTQ)	
Definició	1. Fixar o assenyalar allò que ha de ser atribuït o destinat a algú. (TERMCAT) 2. Assignar alguna cosa per dret o per mèrit. (TERMCAT) 3. Donar a algú alguna cosa en una repartició. (TERMCAT)	

Context	<i>"Upon any division or partial or final distribution of the Trust Estate, to partition, <u>alot</u> and distribute the Trust Estate in undivided interests..."</i> (Annex 9.1.15)
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AMENDMENT		33
Equivalències alternatives	correction (TERMCAT) revision (TERMCAT)	
Equivalències documentades	ca - esmena <i>n f</i> (TERMCAT) es - enmienda (TERMCAT) es - subsanación (TERMCAT) es - modificación (Alcaraz-Hughes) es - reforma (Alcaraz-Hughes) es - revisión (Alcaraz-Hughes) es - rectificación (Alcaraz-Hughes) fr - correction (TERMCAT)	
Definició	1. Rectificació dels errors materials d'un document administratiu. (TERMCAT)	
Context	<i>"...to be added to the trust property and held and distributed in accordance with the terms of that agreement and any <u>amendments</u> made pursuant to its terms before my death."</i> (Annex 9.1.7)	

ANCILLARY		34
Equivalències alternatives	auxilliary (GDTQ)	
Equivalències documentades	ca - auxiliar <i>adj</i> (TERMCAT) es - accesorio (Alcaraz-Hughes) es - anciliario (Alcaraz-Hughes) es - auxiliar (Alcaraz-Hughes) es - secundario (Alcaraz-Hughes) fr - auxiliaire (GDTQ) fr - accessoire (GDTQ)	
Definició	1. Que presta el seu concurs en un treball o una acció. (TERMCAT)	
Context	<i>"The fiduciaries or fiduciary acting pursuant to this paragraph shall have, with respect to the property subject to such <u>ancillary</u> or separate administration, all of the rights, powers, privileges, discretions, exemptions and immunities granted to..."</i> (Annex 9.1.8)	

JURISDICTION		35
Equivalències documentades	ca - jurisdicció <i>n f</i> (TERMCAT) ca - competència <i>n f</i> (TERMCAT) ca - fur <i>n m</i> (TERMCAT) es - jurisdicción (Alcaraz-Hughes) es - competencia (Alcaraz-Hughes) es - potestad (Alcaraz-Hughes)	

	es - fuero (Alcaraz-Hughes)
Definició	<p>1. Poder legal o poder d'exercir una autoritat judicial en matèria administrativa, social, civil o criminal. (TERMCAT)</p> <p>2. Conjunt de facultats i potestats que té atribuïdes un `prgan o un ens administratiu. (TERMCAT)</p> <p>3. Àmbit o lloc dins el qual les autoritats o els organismes públics tenen jurisdicció. (TERMCAT)</p>
Context	<p><i>"To the extent permitted by law, any court of competent <u>jurisdiction</u> shall grant an order for the advance payment of commissions without requiring the posting of a bond by any individual Executor acting hereunder."</i> (Annex 9.1.2)</p> <p><i>"...to occupy such other fiduciary position as may be appropriate to accomplish this purpose under the law of such <u>jurisdiction</u> and..."</i> (Annex 9.1.8)</p>

APPORTION		36
Equivalències documentades	<p>ca - prorratejar v fr (TERMCAT) es - prorratear (IATE) fr - ventiler (GDTQ) fr - répartir (GDTQ)</p>	
Definició	<p>1. Distribuir una quantitat de diners o uns beneficis a prorrata. (TERMCAT)</p>	
Context	<p><i>"To determine, in their sole discretion, what is income or corpus of my estate or any Trust and to <u>apportion</u> and allocate all receipts, credits, disbursements, expenses and charges to income or corpus as they shall deem proper..."</i> (Annex 9.1.5)</p>	

STATUTORY		37
Equivalències alternatives	<p>legal (GDTQ)</p>	
Equivalències documentades	<p>ca - legal adj (TERMCAT) ca - estatutari -ària adj (TERMCAT) es - legal (Alcaraz-Hughes) es - amparado por las normas legales (Alcaraz-Hughes) es - estatutario (Alcaraz-Hughes) fr - légal (GDTQ)</p>	
Definició	<p>1. Que és conforme a la llei. (TERMCAT)</p>	
Context	<p><i>"The <u>statutory</u> and equitable rules of apportionment shall not apply to my will and all dividends and other payments in the nature of income received by the Trustees shall be treated as income..."</i> (Annex 9.1.13)</p>	

LAWFUL ISSUE		38
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Equivalències alternatives	legitimate issue (GDTQ)
Equivalències documentades	<i>fr</i> - descendance légitime (IATE) <i>fr</i> - postérité légitime (IATE)
Proposta d'equivalències	ca - descendència legítima n f
Definició	1. As used in will the words primarily and generally mean descendants including descendants more remote than children. (TERMCAT)
Context	"Should any grandchild (...) die prior to obtaining full distribution of such share, the Trustees shall distribute outright the then remaining balance of such grandchild's share to the <u>lawful issue</u> of such grandchild living at the date of the grandchild's death..." (Annex 9.1.15)

STOCKHOLDER		39
Equivalències alternatives	shareholder (TERMCAT)	
Equivalències documentades	ca - accionista n m, f (TERMCAT) es - accionista (TERMCAT) <i>fr</i> - actionnaire (TERMCAT)	
Definició	1. Persona que posseeix una o més accions d'una societat. (TERMCAT)	
Context	<i>"To continue to operate or participate in the operation of any business in which I shall have been engaged, retaining my interest in any such business, as sole proprietor, majority stockholder, general or limited partner or otherwise..."</i> (Annex 9.1.2)	

SUCCESSION		40
Equivalències documentades	ca - successió n, f (TERMCAT) es - sucesión (TERMCAT) <i>fr</i> - succession (IATE)	
Definició	1. Fenomen jurídic pel qual una persona, en morir, és substituïda per una altra en titularitat de tots els seus béns, drets, obligacions o relacions jurídiques que no s'extingeixen per la mort. (TERMCAT)	
Context	<i>"I direct that all <u>succession</u>, estate or inheritance taxes which may be levied against my estate and/or against any legacies and/or devises hereinafter set forth shall be paid out of my residuary estate."</i> (Annex 9.1.11)	

SUCCESSOR		41
Equivalències documentades	ca - successor successora n m, f (TERMCAT) es - sucesor (TERMCAT) <i>fr</i> - successeur (TERMCAT)	

Definició	1. Persona que se subroga a una altra en quelcom que ha adquirit d'ell, per qualsevol títol de successió. (TERMCAT)
Context	"...to contract to sell, or grant options to purchase, to sell on any terms and to convey the same or any part thereof to a <u>successor</u> or successors in trust, and to grant to such successor or successors in trust all the title, estate, powers and authorities..." (Annex 9.1.18)

SURVIVING		42
Equivalències documentades	ca - supervivent <i>adj</i> (DIEC) <i>fr</i> - survivant (GDTQ)	
Definició	1. Que sobreviu. (DIEC)	
Context	"...however, it is my wish that my executors consult with my <u>surviving</u> daughters in making this determination." (Annex 9.1.10)	

SURVIVORSHIP		43
Equivalències documentades	ca - supervivència <i>n, f</i> (TERMCAT) <i>es</i> - supervivencia (IATE) <i>es</i> - sobrevivencia (IATE) <i>fr</i> - survie (GDTQ)	
Definició	1. Fet de romandre viu el beneficiari després de la mort de l'assegurat. (TERMCAT)	
Context	"If said parcel of real property is not held of record by my Wife and I as joint tenants with the right of <u>survivorship</u> on the date of my death, I give my interest in the said parcel..." (Annex 9.1.20)	
Notes	El terme <i>survivorship</i> es pot trobar dins la construcció <i>survivorship clause</i> , la qual podem traduir com a <i>clàusula de supervivència</i> .	

TANGIBLE		44
Equivalències documentades	ca - tangible <i>adj</i> (TERMCAT) <i>es</i> - tangible (Alcaraz-Hughes) <i>fr</i> - tangible (GDTQ) <i>fr</i> - corporel (GDTQ)	
Definició	1. Que pot ésser tocat, perceptible al tacte. (DIEC)	
Context	"I give and bequeath all of y clothing, jewelry, other personal effects and other <u>tangible</u> personal property located at my residence known as..." (Annex 9.1.1)	

TAX		45
Equivalències alternatives	taxation (TERMCAT)	

Equivalències documentades	ca impost <i>n m</i> (TERMCAT) es impuesto (TERMCAT) fr impôt (GDTQ)
Definició	1. Detracció obligatòria que l'estat practica per afrontar les despeses públiques. (TERMCAT)
Context	" <i>The expenses of my funeral and the administration of my estate, and all inheritance, estate or succession taxes, including interest and penalties, payable by reason of my death...</i> " (Annex 9.1.7)

TERMINATION		46
Equivalències alternatives	determination (IATE) extinguishment (IATE) extinction (IATE)	
Equivalències documentades	ca - extinció <i>n f</i> (TERMCAT) ca - cessació <i>n f</i> (TERMCAT) ca - expiració <i>n f</i> (TERMCAT) ca - terminació <i>n f</i> (TERMCAT) es - cese (Alcaraz-Hughes) es - extinción (Alcaraz-Hughes) es - expiración (Alcaraz-Hughes) es - fin (Alcaraz-Hughes) es - terminación (Alcaraz-Hughes) fr - extinction (IATE) fr - expiration (IATE) fr - résolution (IATE) fr - résiliation (IATE)	
Proposta d'equivalències	ca - finalització <i>n f</i>	
Definició	1. Cessació dels efectes d'un acte o d'una relació de naturalesa jurídica. (TERMCAT) 2. Acció i efecte de cessar. (TERMCAT) 3. Fi de l'aplicació d'un conveni col·lectiu. (TERMCAT)	
Context	" <i>Upon termination of the trust, the Trustees shall transfer, convey and pay over the principal thereof, as it is then constituted...</i> " (Annex 9.1.2)	

TESTAMENTARY		47
Equivalències documentades	ca - testamentari testamentària <i>adj</i> (TERMCAT) es - testamentario (Alcaraz-Hughes) fr - testamentaire (GDTQ)	
Definició	1. Relatiu o pertanyent als testaments. (TERMCAT)	
Context	" <i>...this Will and the testamentary dispositions herein contained shall be construed and regulated in all respects, not only as to administration but also as to validity and effect, by the laws of the State of New York...</i> " (Annex 9.1.2)	
Notes	El terme <i>testamentary</i> apareix a una bona quantitat d'expressions: <i>testamentary disposition, testamentary</i>	

	<i>instrument, testamentary guardian, testamentary succession, etc. En totes elles el terme <i>testamentary</i> es pot traduir com a <i>testamentari</i> i modifica com a adjectiu el nom al qual acompanya.</i>
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TRANSFER		48
Equivalències documentades	ca - traspasar v tr (TERMCAT) ca - transferir v tr (TERMCAT) es - traspasar (Alcaraz-Hughes) es - transferir (Alcaraz-Hughes) es - ceder (Alcaraz-Hughes) es - consignar (Alcaraz-Hughes)	
Definició	1. Cedir o vendre a una altra persona un dret, el domini d'una cosa o un local de negoci arrendat. (TERMCAT) 2. Fer passar una atribució, un dret, un domini o una responsabilitat sobre una cosa a la propietat d'altri. (TERMCAT)	
Context	<i>"I authorize and empower the Trustees, in their sole and absolute discretion, to terminate each trust created under this my Will and to <u>transfer</u>, convey and pay over all of the principal thereof..."</i> (Annex 9.1.9)	

TRUST		49
Equivalències documentades	ca - fideïcomís n m (TERMCAT) es - fideicomiso (Alcaraz-Hughes) fr - fidéicommis (TERMCAT) fr - fiducie (TERMCAT)	
Definició	1. Disposició segons la qual una persona, en testament o en capítols matrimonials, deixa tots els seus béns o una part a una altra persona amb l'encàrrec que els conservi i els transmeti a un tercer després d'un temps convingut i en unes condicions determinades. (TERMCAT)	
Context	<i>"My individual executors may receive the commissions allowable under New Jersey Law from time to time during the period of the administration of my estate and any <u>trusts</u> hereunder."</i> (Annex 9.1.10)	

TRUSTEE		50
Equivalències documentades	ca - fideïcomissari fideïcomissària n m, f (TERMCAT) es - fideicomisario (Alcaraz-Hughes) fr - fidéicommissaire (GDTQ)	
Definició	1. Persona a favor de la qual s'estableix un fideïcomís. (TERMCAT)	
Context	<i>"I direct such <u>trustees</u> to divide said rest, residue and remainder into two (2) equal parts as nearly as may be, and to hold and dispose of the same as follows..."</i> (Annex 9.1.12)	

TRUSTOR		51
Equivalències documentades	ca - fideïcomitent <i>n m, f</i> (TERMCAT) es - fideicomitente (Alcaraz-Hughes)	
Definició	1. Persona que estableix un fideïcomís. (TERMCAT)	
Context	<i>"...established by that certain declaration of trust dated January 1, 1989 in which I am the <u>trustor</u>, which power is given me pursuant..."</i> (Annex 9.1.20)	

UNDERSIGNED		52
Equivalències documentades	ca - sotasignat sotasignada <i>adj</i> (TERMCAT) ca - infrascrit infrascrita <i>adj</i> (TERMCAT) ca - sotaescrit sotaescrita <i>adj</i> (TERMCAT) es - infrascrito (Alcaraz-Hughes) es - suscrito (Alcaraz-Hughes) es - abajo firmante (Alcaraz-Hughes) fr - soussigné (GDTQ)	
Definició	1. Que signa o que ha signat al capdavant d'un escrit. (TERMCAT)	
Context	<i>"...being first duly sworn, do hereby declare to the <u>undersigned</u> authority that I sign and execute this instrument as my Last Will and Testament..."</i> (Annex 9.1.2)	

UNENFORCEABLE		53
Equivalències documentades	es - inejecutable (Alcaraz-Hughes) es - inexigible (GDTQ) fr - non exécutoire (GDTQ) fr - inapplicable (IATE) fr - non applicable (IATE)	
Proposta d'equivalències	ca - inaplicable <i>adj</i> ca - inexecutable <i>adj</i>	
Definició	1. No aplicable. (DIEC)	
Context	<i>"If any provision hereof is <u>unenforceable</u>, the remaining provisions shall remain in full effect."</i> (Annex 9.1.14)	

ENFORCEABLE		54
Equivalències documentades	ca - executori executòria <i>adj</i> (TERMCAT) es - ejecutable (Alcaraz-Hughes) es - executorio (Alcaraz-Hughes) fr - exécutoire (GDTQ)	
Proposta d'equivalències	ca - aplicable <i>adj</i>	
Definició	1. Que ha de ser legalment executat. (TERMCAT)	

ENFORCE		55
Equivalències documentades	ca - aplicar v tr (TERMCAT) es - aplicar (Alcaraz-Hughes) es - ejecutar (Alcaraz-Hughes) es - poner en vigor (Alcaraz-Hughes) fr - réaliser (GDTQ) fr - mettre en vigueur (GDTQ)	
Definició	1. Fer obrar, sobre algú o alguna cosa, l'acció o esforç d'algú o d'alguna cosa. (TERMCAT)	
Context	<i>"To compromise or arbitrate claims, to prepay or accept prepayment of any debt, to <u>enforce</u> or abstain from enforcing, extend, modify or release any right or claim..."</i> (Annex 9.1.10)	

VALIDITY		56
Equivalències documentades	ca - vigència n f (TERMCAT) es - vigencia (TERMCAT) fr - vigueur (TERMCAT)	
Definició	1. Temps en què una cosa és vigent. (TERMCAT)	
Context	<i>"The <u>validity</u>, interpretation, and administration of this Will shall be governed by the laws of the State of California in force from time to time."</i> (Annex 9.1.14)	

WITNESS		57
Equivalències documentades	ca - testimoni n m, f (TERMCAT) es - testigo (Alcaraz-Hughes) fr - témoin (GDTQ)	
Definició	1. Persona que té coneixement d'un fet de transcendència jurídica perquè l'ha comprovat amb els sentits i la declaració del qual forma part de l'atestat. (TERMCAT)	
Context	<i>"We now, at his request, in his presence and in the presence of each other, subscribe our names as <u>witnesses</u>."</i> (Annex 9.1.17) <i>"In <u>witness</u> whereof, I have hereunto subscribed my name and affixed my seal this seventeenth (17) day of August in the year of..."</i> (Annex 9.1.12)	
Notes	Aquest terme apareix a l'expressió <i>in witness whereof</i> , la qual es pot traduir per <i>en testimoniatge de la qual cosa</i> .	

BENEFICIARY		58
Equivalències documentades	ca - beneficiari beneficiària n m, f (TERMCAT) es - beneficiario de una herencia (Alcaraz-Hughes) es - derechohabiente (Alcaraz-Hughes) es - beneficiario (Alcaraz-Hughes)	

Definició	1. Persona que frueix d'un benefici o que rep en do una cosa. (TERMCAT)
Context	"All federal estate and other death taxes imposed and all expenses and charges incidental thereto, shall be payable by the Executor out of the residue of the estate, without charge against or reimbursement from any <u>beneficiary</u> ." (Annex 9.1.14)
Notes	Aquest terme forma part del triplet " <i>devisee, legatee and beneficiary</i> ", que es pot traduir per <i>beneficiari</i> .

ARBITRATE		59
Equivalències documentades	ca - arbitrar v tr (TERMCAT) es - arbitrar (TERMCAT) fr - arbitrer (GDTQ)	
Definició	1. Judicar, sentenciar com a àrbitre. (TERMCAT)	
Context	"To compromise or <u>arbitrate</u> claims, to prepay or accept prepayment of any <u>debut</u> , to enforce or abstain from enforcing, extend, modify or release any right or claim..." (Annex 9.1.10)	

ASSET		60
Equivalències documentades	ca - actiu n m (TERMCAT) ca - bé n m (TERMCAT) ca - patrimoni n m (TERMCAT) es - activo (Alcaraz-Hughes) es - bienes (Alcaraz-Hughes) es - patrimonio (Alcaraz-Hughes) es - capital (Alcaraz-Hughes) fr - élément d'actif (GDTQ) fr - actif (GDTQ) fr - valeur active (GDTQ)	
Definició	1. Conjunt de béns i drets la titularitat dels quals pertany a una persona física o jurídica. (TERMCAT) 2. Objecte susceptible de ser regulat jurídicament i susceptible de dominació patrimonial. (TERMCAT) 3. Béns que una persona hereta dels seus ascendents. (TERMCAT)	
Context	"The Trustees shall not be required to sell any of such <u>assets</u> merely for the sake of diversifying trust investments, or for the sake of obtaining funds to purchase assets that produce more income." (Annex 9.1.15)	
Notes	La tria d'un o altre equivalent dependrà del context en el qual es trobi el terme dins el text de sortida.	

ATTEST		61
Equivalències documentades	ca - atestar v tr (TERMCAT) ca - certificar v tr (TERMCAT)	

	ca - assegurar v tr (TERMCAT) ca - donar fe loc v (TERMCAT) ca - fer constar loc v (TERMCAT) ca - fer fe loc v (TERMCAT) es - dar fe (Alcaraz-Hughes) es - atestar (Alcaraz-Hughes) es - testimoniar (Alcaraz-Hughes) es - legalitzar (Alcaraz-Hughes) es - certificar (Alcaraz-Hughes) es - hacer constar (TERMCAT) es - hacer fe (TERMCAT) fr - attester (GDTQ)
Definició	1. Afirmar que és cert o autèntic. (TERMCAT) 2. Garantir una cosa com a certa. (TERMCAT)
Context	<i>"The foregoing Will was signed by the testatrix and the undersigned in our presence together, on the day it is dated, and she declared it to be her Will and asked that we be <u>attesting</u> witness."</i> (Annex 9.1.8)

AUTHORIZE		62
Equivalències documentades	ca - autoritzar v tr (TERMCAT) ca - habilitar v tr (TERMCAT) ca - facultar v tr (TERMCAT) es - autoritzar (Alcaraz-Hughes) es - habilitar (Alcaraz-Hughes) es - facultar (Alcaraz-Hughes) fr - autoriser (TERMCAT)	
Definició	1. Donar dret o facultat de fer alguna cosa. (TERMCAT) 2. Conferir autorització o donar permís a una persona perquè compleixi uns actes jurídics determinats. (TERMCAT) 3. Concedir o donar facultats a algú per a fer alguna cosa. (TERMCAT)	
Context	<i>"I <u>authorize</u> my Executors, in their sole and absolute discretion, to determine the manner and time of the sale of any such tangible personal property and..."</i> (Annex 9.1.9)	

BINDING		63
Equivalències documentades	ca - vinculant adj (TERMCAT) es - vinculante (Alcaraz-Hughes) es - obligatorio (Alcaraz-Hughes) es - preceptivo (Alcaraz-Hughes)	
Definició	1. Que vincula. (TERMCAT)	
Context	<i>"Such settlement and release shall be <u>binding</u> upon all interested parties hereunder including those who may be under legal disability or not yet in being and shall have the force and effect of a final decree..."</i> (Annex 9.1.10)	

BOND		64
Equivalències documentades	ca - garantia n f (TERMCAT) ca - fiança n f (TERMCAT) es - garantía (Alcaraz-Hughes) es - fianza (Alcaraz-Hughes)	
Definició	1. Contracte accessori d'un de principal que té la finalitat d'assegurar al creditor el compliment d'una obligació. (TERMCAT) 2. Penyora o garantia que hom dona en seguretat que complirà una obligació. (TERMCAT)	
Context	<i>"I request that no <u>bond</u> be required of any Executor nominated above, including nonresidents, whether such Executor is acting alone or together with another."</i> (Annex 9.1.14)	
Notes	El terme <i>bond</i> es pot trobar sovint dins el doblet <i>bond or security</i> , el qual pot ser traduït per <i>garantia</i> .	

CEASE		65
Equivalències documentades	ca - finalitzar v intr (TERMCAT) ca - finir v intr (TERMCAT) ca - anul·lar v tr (TERMCAT) ca - deixar sense efecte loc v (TERMCAT) ca - extingir v tr (TERMCAT) es - cesar (Alcaraz-Hughes) es - terminar (Alcaraz-Hughes) es - extinguir(se) (Alcaraz-Hughes)	
Definició	1. Una cosa, tenir fi. (TERMCAT) 2. Tornar nul o declarar invàlid i sense efectes legals una norma o un acte jurídics. (TERMCAT)	
Context	<i>"...the Trustees shall <u>cease</u> to accumulate the net income thereof, and such separate trust, or share or portion thereof, or such estate, shall vest in and immediately be distributed to the beneficiary of said income..."</i> (Annex 9.1.2)	

CHATTEL		66
Equivalències documentades	ca - bé moble n m (TERMCAT) ca - bé movent n m (TERMCAT) es - bien mueble (Alcaraz-Hughes) es - enseres (Alcaraz-Hughes) es - propiedad personal o mobiliaria (Alcaraz-Hughes) fr - biens meubles (GDTQ) fr - possessions (GDTQ)	
Definició	1. Bé que no té una situació fixa i que pot ser traslladat d'una banda a una altra sense malmetre's. (TERMCAT)	
Context	<i>"I GIVE free of inheritance tax all my <u>chattels</u> to my Executors jointly (or if only one of them shall prove my Will to her or him..."</i> (Annex 9.1.13)	

CLAUSE		67
Equivalències documentades	ca - clàusula n f (TERMCAT) es - cláusula (TERMCAT)	
Definició	1. Cadascuna de les disposicions de què pot constar un acte jurídic en la seva projecció documental. (TERMCAT)	
Context	<i>"...shall in any way directly or indirectly contest or object to the probate of this Will, or dispute any <u>clause</u> or provision hereof, or exercise or attempt to exercise any right of election or other right to take any part or share of my estate against the provision of this Will..."</i> (Annex 9.1.2)	

CODICIL		68
Equivalències documentades	ca - codicil n m (TERMCAT) es - codicilo (TERMCAT) fr - codicille (TERMCAT)	
Definició	1. Negoci jurídic formal, unilateral i revocable, en virtut del qual un causant, sense instituir hereu, regula de manera parcial la seva successió amb disposicions a títol particular. (TERMCAT)	
Context	<i>"...or has passed outside the provisions of this Will or any <u>Codicil</u> hereto, be paid from the principal of my residuary estate without apportionment."</i> (Annex 9.1.5)	

COMPENSATION		69
Equivalències documentades	ca - retribució n f (TERMCAT) ca - indemnització n f (TERMCAT) ca - remuneració n f (TERMCAT) es - compensación (Alcaraz-Hughes) es - indemnización (Alcaraz-Hughes) es - reparación (Alcaraz-Hughes) es - retribución (Alcaraz-Hughes) es - remuneración (Alcaraz-Hughes) es - desagravio (Alcaraz-Hughes)	
Definició	1. Paga d'un servei. (TERMCAT) 2. Acció i efecte d'indemnitzar. (TERMCAT) 3. Allò que hom remunera o paga el treball, els serveis, d'algu. (DIEC)	
Context	<i>"Each of the directors or trustees of each foundation shall receive reasonable <u>compensation</u> for serving in such capacity as provided by applicable law..."</i> (Annex 9.1.2)	

CONCLUSIVE		70
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Equivalències documentades	ca - inapel·lable adj (TERMCAT) ca - irrefutable adj (TERMCAT) es - definitivo (Alcaraz-Hughes) es - irrefutable (Alcaraz-Hughes) es - terminante (Alcaraz-Hughes) es - concluyente (Alcaraz-Hughes) es - inapelable (Alcaraz-Hughes) es - irrefutable (Alcaraz-Hughes)
Definició	1. Que no admet apel·lació. (TERMCAT) 2. Que no pot ser refutat. (TERMCAT)
Context	"...any receipt as to which provision is not made herein, and subject to Article SIXTH their decision shall be <u>conclusive</u> upon all persons interested in my estate or in any trust." (Annex 9.1.8)
Notes	Aquest terme forma part del doblet <i>final and conclusive</i> , el qual podem traduir com a <i>definitiu i inapel·lable</i> .

CONFER		71
Equivalències documentades	ca - conferir v tr (TERMCAT) ca - concedir v tr (TERMCAT) ca - atorgar v tr (TERMCAT) es - otorgar (Alcaraz-Hughes) es - conferir (Alcaraz-Hughes) es - reconocer (Alcaraz-Hughes)	
Definició	1. Concedir o atribuir un dret, un càrrec, un poder o una facultat, en virtut de la pròpia autoritat. (TERMCAT) 2. Donar o cedir, a títol de gràcia o de favor, alguna cosa. (TERMCAT)	
Context	"...I request that my executors and trustees above named <u>confer</u> and advise with my said daughter (...) as to all matters relating in any way to the control, management and disposition of my literary productions..." (Annex 9.1.12)	

CONSTITUTE		72
Equivalències documentades	ca - constituir v tr (TERMCAT) es - constituir (Alcaraz-Hughes)	
Definició	1. Ser o formar l'essència d'alguna cosa. (TERMCAT)	
Context	<i>Notwithstanding such division into shares, each share shall not <u>constitute</u> a separate trust, but rather, the entire trust estate provided for under this Article SEVENTH shall be held as one trust for the benefit of both organizations.</i> (Annex 9.1.15)	

CONSTRUE		73
Equivalències documentades	ca - interpretar v tr (TERMCAT) es - interpretar (Alcaraz-Hughes) es - deducir (Alcaraz-Hughes)	

Definició	1. Donar a una cosa tal o tal significació. (TERMCAT)
Context	"Nothing in this Will shall be <u>construed</u> so as to restrict my Trustees from investing the assets of the trust in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets." (Annex 9.1.2)

CONVEY		74
Equivalències documentades	ca - traspassar v tr (TERMCAT) ca - transferir v tr (TERMCAT) ca - cursar v tr (TERMCAT) ca - cedir v tr (TERMCAT) es - traspasar (Alcaraz-Hughes) es - transferir (Alcaraz-Hughes) es - ceder (Alcaraz-Hughes) es - consignar (Alcaraz-Hughes) es - tramitar (TERMCAT)	
Definició	1. Transmetre un dret, una obligació o un bé a una altra persona. (TERMCAT)	
Context	"Upon termination of the trust, the Trustees shall transfer, <u>convey</u> and pay over the principal thereof, as it is then constituted, to such one (l) or more taxexempt organizations as the time of such termination..." (Annex 9.1.2)	

CREDITOR		75
Equivalències documentades	ca - creditor creditora n m, f (TERMCAT) es - acreedor (Alcaraz-Hughes) fr - créateur (GDTQ)	
Definició	1. Persona a favor de la qual es constitueix una obligació i té dret a exigir el compliment del deute i a anar contra el patrimoni del deutor en cas d'incompliment. (TERMCAT)	
Context	"...and every part thereof shall be free from the interference or control of <u>creditors</u> of each and every beneficiary of the Trust and shall not be subject to the claims of any creditor of any beneficiary..." (Annex 9.1.15)	

CUSTODIAN		76
Equivalències documentades	ca - tutor tutora n m, f (TERMCAT) es - tutor (Alcaraz-Hughes)	
Definició	1. Persona a qui recau l'exercici de la tutela. (TERMCAT)	
Context	"The receipt of such individual, if an adult, or the parent, the guardian or <u>custodian</u> to whom any principal or income is transferred and paid over pursuant to any of the above provisions shall be a full discharge to..." (Annex 9.1.9)	

CUSTODY		77
Equivalències documentades	ca - custòdia n f (TERMCAT) ca - tutela n f (TERMCAT) es - tutela (Alcaraz-Hughes) es - patria potestad (Alcaraz-Hughes) es - custodia (Alcaraz-Hughes) fr - garde (GDTQ) fr - tutelle (TERMCAT)	
Definició	1. Obligació de tenir cura dels béns o dels fills. (TERMCAT) 2. Institució l'objecte de la qual és la guarda, la protecció i la representació de la persona i l'administració del patrimoni d'aquells qui, tot i no ésser subjectes a potestat parental, són incapacitats o menors no emancipats. (TERMCAT)	
Context	<i>"I give the guardian of the person of my minor children the same authority as a parent having legal <u>custody</u> and authorize the guardian to exercise such authority without need for notice, hearing, court authorization..."</i> (Annex 9.1.14)	

DEATH		78
Equivalències alternatives	decease (Alcaraz-Hughes)	
Equivalències documentades	ca - mort n f (TERMCAT) ca - defunció n f (TERMCAT) es - muerte (Alcaraz-Hughes) fr - décès (GDTQ)	
Definició	1. Extinció de la personalitat i, per tant, de la capacitat jurídica de les persones físiques. (TERMCAT)	
Context	<i>"If my wife exercises this option to purchase she shall take such residential real property subject to any encumbrance existing against it at the date of my <u>death</u> and my estate shall not pay any such encumbrance."</i> (Annex 9.1.15)	

DECEASE		79
Equivalències alternatives	death (Alcaraz-Hughes)	
Equivalències documentades	ca - mort n f (TERMCAT) ca - defunció n f (TERMCAT) es - muerte (Alcaraz-Hughes) es - fallecimiento (Alcaraz-Hughes) es - defunción (Alcaraz-Hughes) es - óbito (Alcaraz-Hughes)	
Definició	1. Extinció de la personalitat i, per tant, de la capacitat jurídica de les persones físiques. (TERMCAT)	
Context	<i>"I direct that all of my just debts and funeral expenses be paid as soon after my <u>decease</u> as may be convenient."</i> (Annex 9.1.18)	

DECLARE		80
Equivalències documentades	ca - declarar v tr (TERMCAT) ca - afirmar v tr (TERMCAT) ca - encertir v tr (TERMCAT) ca - cerciorar v tr (TERMCAT) ca - certificar v tr (TERMCAT) ca - assegurar v tr (TERMCAT) ca - donar fe loc v (TERMCAT) ca - fer constar loc v (TERMCAT) ca - fer fe loc v (TERMCAT) es - declarar (Alcaraz-Hughes) es - afirmar (Alcaraz-Hughes) es - proclamar (Alcaraz-Hughes) es - assegurar (Alcaraz-Hughes) es - confesar (Alcaraz-Hughes) es - escriturar (Alcaraz-Hughes) es - testificar (Alcaraz-Hughes)	
Definició	1. Enunciar obertament un fet. (DIEC) 2. Dir o declarar que una cosa és. (TERMCAT) 3. Donar certesa a algú de la veritat d'una cosa. (TERMCAT) 4. Garantir una cosa com a certa. (TERMCAT)	
Context	<i>"...being of sound and disposing mind and memory, and mindful of the uncertainty of life, do hereby make, publish and <u>declare</u> this to be my Last Will and Testament."</i> (Annex 9.1.18)	
Notes	Aquest terme es pot trobar dins el triplet " <i>to make, publish and declare</i> " i el doblet " <i>publish and declare</i> ". En tots dos casos es pot traduir per <i>declarar</i> .	

DEEM		81
Equivalències documentades	ca - estimar v tr (TERMCAT) ca - jutjar v tr (TERMCAT) ca - considerar v tr (TERMCAT) ca - judicar v tr (TERMCAT) es - juzgar (Alcaraz-Hughes) es - considerar (Alcaraz-Hughes) es - pensar (Alcaraz-Hughes) es - estimar (Alcaraz-Hughes)	
Definició	1. Judicar o considerar. (TERMCAT) 2. Determinar, especialment d'una manera aproximada, el valor o la importància d'una cosa. (TERMCAT) 3. Opinar que una cosa és de tal o tal manera o que té tal o tal qualitat. (TERMCAT)	
Context	<i>"The Donees shall apply so much of the income or principal as the Donees, in their sole discretion, may <u>deem</u> necessary or advisable for the benefit of said minor, irrespective of any other source of support or maintenance or..."</i> (Annex 9.1.18)	

DEFER		82
Equivalències documentades	ca - ajornar v tr (TERMCAT) ca - allongar v tr (TERMCAT) ca - diferir v tr (TERMCAT) ca - perllongar v tr (TERMCAT) ca - retardar v tr (TERMCAT) ca - demorar v tr (TERMCAT) ca - dilatar v tr (TERMCAT) ca - endarrerir v tr (TERMCAT) es - aplazar (Alcaraz-Hughes) es - atrasar (Alcaraz-Hughes) es - diferir (Alcaraz-Hughes) es - prorrogar (Alcaraz-Hughes) es - demorar (Alcaraz-Hughes) es - suspender (Alcaraz-Hughes) es - prolongar (TERMCAT)	
Definició	1. Deixar per a un altre dia o per a més endavant. (TERMCAT) 2. Fer que alguna cosa s'esdevingui més tard. (TERMCAT)	
Context	<i>"...my fiduciaries may make payment thereof in any of the ways set forth in the preceding paragraph of this Article, or may, <u>defer</u> payment of any part or all thereof meanwhile paying or applying to or for the use of such minor so much or all of such principal..."</i> (Annex 9.1.19)	

DELEGATE		83
Equivalències documentades	ca - delegar v tr (TERMCAT) es - delegar (Alcaraz-Hughes)	
Definició	1. Donar un poder o una facultat per a fer alguna cosa. (TERMCAT)	
Context	<i>"My Executor may <u>delegate</u> any ministerial duties to any Co-Executor."</i> (Annex 9.1.14)	

DESCENDANT		84
Equivalències documentades	ca - descendent n m, f (TERMCAT) es - descendiente (Alcaraz-Hughes) fr - descendant (GDTQ) fr - descendante (GDTQ)	
Definició	1. Parent de la línia descendent que segueix en la successió genealògica. (TERMCAT)	
Context	<i>"No payments of income or principal may be made from a marital trust to a child or more remote <u>descendant</u> of mine having an interest in the remainder thereof until after my husband has died."</i> (Annex 9.1.8)	

DESIGNATE		85
Equivalències documentades	ca - designar v tr (TERMCAT) ca - nomenar v tr (TERMCAT) es - nombrar (Alcaraz-Hughes) es - destinar (Alcaraz-Hughes) es - designar (Alcaraz-Hughes)	
Definició	1. Indicar o assenyalar algú per a un fi, una funció o una destinació. (TERMCAT) 2. Designar, indicar o elegir algú per a un càrrec, un lloc o una funció. (TERMCAT)	
Context	<i>"...to such organization or organizations described in said Sections of the Code in such shares as my executors shall <u>designate</u> by written and acknowledged instrument filed within six months from the date of my death."</i> (Annex 9.1.10)	

DETERMINATION		86
Equivalències documentades	ca - resolució n f (TERMCAT) es - resolución (Alcaraz-Hughes) es - decisión judicial (Alcaraz-Hughes) es - sentencia (Alcaraz-Hughes) es - determinación (Alcaraz-Hughes)	
Proposta d'equivalències	ca - determinació n f ca - pronunciament n m	
Definició	1. Acció i efecte de resoldre o de resoldre's. (TERMCAT) 2. Acció de determinar o de determinar-se; l'efecte. (DIEC) 3. Acció de pronunciar la sentència o de declarar l'opinió. (DIEC)	
Context	<i>"The <u>determination</u> of my executors shall be conclusive and binding upon all parties interested."</i> (Annex 9.1.10)	

DETERMINE		87
Equivalències documentades	ca - determinar v tr (TERMCAT) ca - resoldre v tr (TERMCAT) ca - decidir v tr (TERMCAT) es - resolver (Alcaraz-Hughes) es - adoptar (Alcaraz-Hughes) es - determinar (Alcaraz-Hughes) es - señalar (TERMCAT)	
Definició	1. Fixar, assenyalar o establir exactament alguna cosa com a resultat d'una deliberació, d'un raonament o d'una investigació. (TERMCAT) 2. Prendre la determinació de fer o no fer tal o tal cosa. (TERMCAT) 3. Portar alguna cosa a un resultat definitiu. (TERMCAT)	
Context	<i>"...the majority vote of said Executors or said Trustees shall settle and <u>determine</u> every question."</i> (Annex 9.1.12)	

DISBURSEMENT		88
Equivalències alternatives	outlay (TERMCAT)	
Equivalències documentades	ca - desemborsament <i>n m</i> (TERMCAT) ca - desembors <i>n m</i> (TERMCAT) ca - desembossament <i>n m</i> (DIEC) ca - despesa <i>n f</i> (TERMCAT) es - gasto (Alcaraz-Hughes) es - desembolso (Alcaraz-Hughes) es - egreso (Alcaraz-Hughes) es - pago (Alcaraz-Hughes) es - salida de efectivo (Alcaraz-Hughes) fr - déboursement (TERMCAT) fr - versement (TERMCAT)	
Definició	1. Acció de desembossar diners. (DIEC) 2. Import desembossat. (DIEC) 3. Allò que val el que hom s'ha procurat o ha consumit. (TERMCAT)	
Context	<i>"To determine, in their sole discretion, what is income or corpus of my estate or any Trust and to apportion and allocate all receipts, credits <u>disbursements</u>, expenses and charges to income or corpus as they shall deem proper..."</i> (Annex 9.1.5)	

DISCHARGE		89
Equivalències documentades	ca - alliberament <i>n m</i> (TERMCAT) es - cumplimiento (Alcaraz-Hughes) es - liberación (TERMCAT) fr - délivrance (TERMCAT)	
Proposta d'equivalències	ca - compliment <i>n m</i>	
Definició	1. Acció d'alliberar o d'alliberar-se; l'efecte. (TERMCAT) 2. Acció de complir o de complir-se; l'efecte. (DIEC)	
Context	<i>"...the Trustees shall not exercise any discretionary power to payor apply income or principal pursuant to this Article in <u>discharge</u> of any person's duty to support any individual for whom a trust is held hereunder."</i> (Annex 9.1.9)	

DISCRETION		90
Equivalències documentades	ca - arbitri <i>n m</i> (TERMCAT) ca - albir <i>n m</i> (DIEC) es - discrecionalidad (Alcaraz-Hughes) es - discreción (Alcaraz-Hughes) es - arbitrio (Alcaraz-Hughes) es - voluntad (Alcaraz-Hughes)	
Proposta d'equivalències	ca - criteri <i>n m</i> ca - parer <i>n m</i>	

	ca - discreció n f ca - discrecionalitat n f
Definició	1. Judici, opinió. (DIEC) 2. Judici, discerniment. (DIEC) 3. Opinió sobre el que cal fer en un afer, pensar d'alguna cosa, la inferència que cal treure'n, etc. (DIEC) 4. Llibertat de decidir o obrar segons el seu propi judici. (DIEC) 5. Qualitat de discrecional. (DIEC)
Context	"...if he should predecease me, then to my Executor hereinafter named, it being my desire that he distribute these, in his sole <u>discretion</u> , among my friends, colleagues and those to whom I am devoted." (Annex 9.1.19)

DISCRETIONARY		91
Equivalències documentades	ca - potestatiu potestativa adj (TERMCAT) ca - arbitral adj (TERMCAT) ca - prudencial adj (TERMCAT) es - potestativo (Alcaraz-Hughes) es - arbitral (Alcaraz-Hughes) es - moderador (Alcaraz-Hughes) es - discrecional (Alcaraz-Hughes) es - prudencial (Alcaraz-Hughes)	
Proposta d'equivalències	ca - discrecional adj	
Definició	1. Que està en la potestat o facultat d'algú o que no és obligatori. (TERMCAT) 2. Relatiu o pertanyent a l'arbitratge. (TERMCAT) 3. D'acord amb allò que aconsella la prudència. (TERMCAT) 4. Deixat a la discreció. (DIEC)	
Context	"Any Executor or Trustee may (...) by an instrument in writing, delegate any or all of his or her rights, powers, duties, authority and privileges, whether or not <u>discretionary</u> , to any other Executor or Trustee..." (Annex 9.1.2)	
Notes	Aquest terme forma part del terme <i>discretionary powers</i> , el qual es pot traduir per <i>facultats, potestat o poders discrecionals</i> .	

DISPOSITION		92
Equivalències documentades	ca - disposició n f (TERMCAT) es - disposición (TERMCAT) fr - disposition (TERMCAT)	
Definició	1. Part d'un instrument públic en què les persones que l'atorguen creen, transmeten, modifiquen o extingeixen drets o facultats. (TERMCAT)	
Context	"...that it is my election that this Will and the testamentary <u>dispositions</u> herein contained (except as to real property not situated in New York) be construed and regulated in all respects..." (Annex 9.1.8)	

DISTRIBUTE		93
Equivalències documentades	es - distribuir (Alcaraz-Hughes) es - repartir (Alcaraz-Hughes)	
Proposta d'equivalències	ca - distribuir v tr (DIEC) ca - repartir v tr (DIEC)	
Definició	1. Dividir una cosa entre diferents persones donant una part a casascuna, entre diferents indrets posant una part en cadascun. (DIEC) 2. Fer parts d'alguna cosa atribuït a cadascú la part que li pertoca. (DIEC)	
Context	<i>"...that my individual Executors shall be prohibited from participating in any selection or decision to <u>distribute</u> any of my tangible personal property to my individual Executors."</i> (Annex 9.1.9)	

DISTRIBUTION		94
Equivalències documentades	es - entrega a los beneficiarios de los bienes heredados (Alcaraz-Hughes) fr - distribution (GDTQ)	
Proposta d'equivalències	ca - repartiment dels béns n m	
Definició	1. Opération par laquelle un prix ou des biens sont répartis entre les personnes qui y ont droit. (GDTQ)	
Context	<i>"To make any division or <u>distribution</u> of my estate, or the principal of the trusts herein created, in kind at the then market value of the property..."</i> (Annex 9.1.18)	
Notes	Tal com recullen Alcaraz i Hughes, aquest terme apareix dins l'anomenada <i>distribution clause</i> , la qual és una "clàusula testamentària sobre el repartiment del patrimoni".	

DONEE		95
Equivalències documentades	ca - donatari donatària n m, f (TERMCAT) es - donatario (Alcaraz-Hughes) es - receptor de una donación (Alcaraz-Hughes)	
Definició	1. Persona que rep una donació. (DIEC)	
Context	<i>"...or to cause my fiduciaries to retain such property as <u>donees</u> of powers in trust on behalf of such infant and to pay over the same to such infant upon his or her attaining age twenty-one..."</i> (Annex 9.1.19)	

DURESS		96
Equivalències documentades	ca - coacció n f (TERMCAT) es - coacción (Alcaraz-Hughes) es - presión (Alcaraz-Hughes)	

Definició	1. Delicte contra la llibertat de la persona que consisteix a emprar, sense estar-hi legítimament autoritzat, violència sobre un altre. (TERMCAT)
Context	"...he is of sound mind and is not acting under <u>duress</u> , menace, fraud, misrepresentation or undue influence." (Annex 9.1.17)
Notes	Aquest terme es pot trobar habitualment dins la construcció <i>under duress</i> , la qual es pot traduir per "amb intimidació", "amb coacció", "de forma coaccionada" o "sota coacció".

DUTY		97
Equivalències documentades	ca - obligació n f (TERMCAT) ca - deure n m (TERMCAT) ca - responsabilitat n f (TERMCAT) es - obligación (Alcaraz-Hughes) es - deber (Alcaraz-Hughes) es - responsabilidad (Alcaraz-Hughes) es - competencia (Alcaraz-Hughes)	
Definició	1. Allò que hom és constret a fer o deute imposat per una llei, per un contracte, per una prometença, per les conveniències socials o per la gratitud. (TERMCAT) 2. Necessitat jurídica d'observar un determinat comportament. (TERMCAT) 3. Capacitat que té tot subjecte actiu de dret de conèixer i d'acceptar les conseqüències d'un acte propi conscient i lliure. (TERMCAT)	
Context	<i>"...I allocated any GST exemption to such property during my life, and without any <u>duty</u> to favor beneficiaries under this my Will over beneficiaries of property passing outside this my Will."</i> (Annex 9.1.8)	

EMPOWER		98
Equivalències documentades	ca - apoderar v tr (TERMCAT) ca - facultar v tr (TERMCAT) es - apoderar (TERMCAT) es - facultar (Alcaraz-Hughes) es - capacitar (Alcaraz-Hughes) es - dar poder (Alcaraz-Hughes) es - autoritzar (Alcaraz-Hughes) es - conferir poders (Alcaraz-Hughes) es - diputar (Alcaraz-Hughes) fr - habiliter (TERMCAT)	
Definició	1. Atorgar poders. (TERMCAT) 2. Concedir o donar facultats a algú per a fer alguna cosa. (TERMCAT)	
Context	<i>"I authorize and <u>empower</u> the Trustees, in their sole and absolute discretion, to terminate each trust created under this my Will..."</i> (Annex 9.1.9)	

ENTITLED		99
Equivalències documentades	ca - legitimat v tr (TERMCAT) es - dar derecho (Alcaraz-Hughes) es - legitimat (Alcaraz-Hughes) es - conceder el derecho (Alcaraz-Hughes)	
Definició	1. Habilitar una persona per a un càrrec, un ofici o un altre lloc de treball. (TERMCAT)	
Context	<i>"...or the time for the determination of the persons entitled thereto, but my Executors or my Trustees, as the case may be, are authorized, in their absolute discretion, to allocate the whole or any part of such payments to principal..."</i> (Annex 9.1.2)	
Notes	Aquest terme forma part de l'expressió "be entitled", la qual es pot traduir com "estar legitimat" o "tenir dret".	

EXERCISE		100
Equivalències documentades	ca - exercir v tr (TERMCAT) es - ejercer (Alcaraz-Hughes)	
Definició	1. Fer ús d'un dret, d'un privilegi o d'una autoritat. (TERMCAT)	
Context	<i>"Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority..."</i> (Annex 9.1.3)	

9.3. Text original²⁴

Last Will And Testament of Elvis Presley

I, Elvis A. Presley, a resident and citizen of Shelby County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this instrument to be my last will and testament, hereby revoking any and all wills and codicils by me at any time heretofore made.

Item I

Debts, Expenses and Taxes

I direct my Executor, hereinafter named, to pay all of my matured debts and my funeral expenses, as well as the costs and expenses of the administration of my estate, as soon after my death as practicable. I further direct that all estate, inheritance, transfer and succession taxes which are payable by reason under this will, be paid out of my residuary estate; and I hereby waive on behalf of my estate any right to recover from any person any part of such taxes so paid. My Executor, in his sole discretion, may pay from my domiciliary estate all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions.

Item II

Instruction Concerning Personal Property: Enjoyment in Specie

I anticipate that included as a part of my property and estate at the time of my death will be tangible personal property of various kinds, characters and values, including trophies and other items accumulated by me during my professional career. I hereby specifically instruct all concerned that my Executor, herein appointed, shall have complete freedom and discretion as to disposal of any and all such property so long as he shall act in good faith and in the best interest of my estate and my beneficiaries, and his discretion so exercised shall not be subject to question by anyone whomsoever.

I hereby expressly authorize my Executor and my Trustee, respectively and successively, to permit any beneficiary of any and all trusts created hereunder to enjoy in specie the use or benefit of any household goods, chattels, or other tangible personal property (exclusive of choses in action, cash, stocks, bonds or other securities) which either my Executor or my Trustees may receive in kind, and my Executor and my Trustees shall not be liable for any consumption, damage, injury to or loss of any tangible property so used, nor shall the beneficiaries of any trusts hereunder or their executors or administrators be liable for any consumption, damage, injury to or loss of any tangible personal property so used.

Item III

²⁴ Melillo, E.M. (2019). *The Individual's Guidebook to Wills and Estates*. Ocala: Atlantic Publishing Group, Inc.

Real Estate

If I am the owner of any real estate at the time of my death, I instruct and empower my Executor and my Trustee (as the case may be) to hold such real estate for investment, or to sell same, or any portion thereof, as my Executor or my Trustee (as the case may be) shall in his sole judgment determine to be for the best interest of my estate and the beneficiaries thereof.

Item IV

Residuary Trust

After payment of all debts, expenses and taxes as directed under Item I hereof, I give, devise, and bequeath all the rest, residue, and remainder of my estate, including all lapsed legacies and devices, and any property over which I have a power of appointment, to my Trustee, hereinafter named, in trust for the following purposes:

(a) The Trustees is directed to take, hold, manage, invest and reinvent the corpus of the trust and to collect the income therefrom in accordance with the rights, powers, duties, authority and discretion hereinafter set forth. The Trustee is directed to pay all the expenses, taxes and costs incurred in the management of the trust estate out of the income thereof.

(b) After payment of all expenses, taxes and costs incurred in the management of the expenses, taxes and costs incurred in the management of the trust estate, the Trustee is authorizes to accumulate the net income or to pay or apply so much of the net income and such portion of the principal at any time and from time to time to time for health, education, support, comfortable maintenance and welfare of: (1) My daughter, Lisa Marie Presley, and any other lawful issue I might have, (2) my grandmother, Minnie Mae Presley, (3) my father, Vernon E. Presley, and (4) such other relatives of mine living at the time of my death who in the absolute discretion of my Trustees are in need of emergency assistance for any of the above mentioned purposes and the Trustee is able to make such distribution without affecting the ability of the trust to meet the present needs of the first three numbered categories of beneficiaries herein mentioned or to meet the reasonably expected future needs of the first three classes of beneficiaries herein mentioned. Any decision of the Trustee as to whether or not distribution, to any of the persons described hereunder shall be final and conclusive and not subject to question by any legatee or beneficiary hereunder.

(c) Upon the death of my Father, Vernon E. Presley, the Trustee is instructed to make no further distributions to the fourth category of beneficiaries and such beneficiaries shall cease to have any interest whatsoever in this trust.

(d) Upon the death of both my said father and my said grandmother, the Trustee is directed to divide the Residuary Trust into separate and equal trusts, creating one such equal trust for each of my lawful children then surviving and one such equal trust for the living issue collectively, if any, of any deceased child of mine. The share, if any, for the

issue of any such deceased child, shall immediately vest in such issue in equal shares but shall be subject to the provisions of Item V herein. Separate books and records shall be kept for each trust, but it shall not be necessary that a physical division of the assets be made as to each trust.

The Trustee may from time to time distribute the whole or any part of the net income or principal from each of the aforesaid trusts as the Trustee, in its uncontrolled discretion, considers necessary or desirable to provide for the comfortable support, education, maintenance, benefit and general welfare of each of my children. Such distributions may be made directly to such beneficiary or to the guardian of the person of such beneficiary and without responsibility on my Trustee to see to the application of any such distributions and in making such distributions, the Trustee shall take into account all other sources of funds known by the Trustee to be available for each respective beneficiary for such purpose.

(e) As each of my respective children attains the age of twenty-five (25) years and provided that both my father and my grandmother are deceased, the trust created hereunder for such child care terminate, and all the remainder of the assets then contained in said trust shall be distributed to such child so attaining the age of twenty-five (25) years outright and free of further trust.

(f) If any of my children for whose benefit a trust has been created hereunder should die before attaining the age of twenty-five (25) years, then the trust created for such a child shall terminate on his death, and all remaining assets then contained in said trust shall be distributed outright and free of further trust and in equal shares to the surviving issue of such deceased child but subject to the provisions of Item V herein; but if there be no such surviving issue, then to the brothers and sisters of such deceased child in equal shares, the issue of any other deceased child being entitled collectively to their deceased parent's share. Nevertheless, if any distribution otherwise becomes payable outright and free of trust under the provisions of this paragraph (f) of the Item IV of my will to a beneficiary for whom the Trustee is then administering a trust for the benefit of such beneficiary under provisions of this last will and testament, such distribution shall not be paid outright to such beneficiary but shall be added to and become a part of the trust so being administered for such beneficiary by the Trustee.

Item V

Distribution to Minor Children

If any share of corpus of any trust established under this will become distributable outright and free of trust to any beneficiary before said beneficiary has attained the age of eighteen (18) years, then said share shall immediately vest in said beneficiary, but the Trustee shall retain possession of such share during the period in which such beneficiary is under the age of eighteen (18) years, and, in the meantime, shall use and expend so much of the income and principal for the care, support, and education of such beneficiary, and any income not so expended with respect to each share so retained all the power and discretion had with respect to such trust generally.

Item VI

Alternate Distributees

In the event that all of my descendants should be deceased at any time prior to the time for the termination of the trusts provided for herein, then in such event all of my estate and all the assets of every trust to be created hereunder (as the case may be) shall then distributed outright in equal shares to my heirs at law per stripes.

Item VII

Unenforceable Provisions

If any provisions of this will are unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

Item VIII

Life Insurance

If my estate is the beneficiary of any life insurance on my life at the time of my death, I direct that the proceeds therefrom will be used by my Executor in payment of the debts, expenses and taxes listed in Item I of this will, to the extent deemed advisable by the Executor. All such proceeds not so used are to be used by my Executor for the purpose of satisfying the devises and bequests contained in Item IV herein.

Item IX

Spendthrift Provision

I direct that the interest of any beneficiary in principal or income of any trust created hereunder shall not be subject to claims of creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered except as herein provided. Any bequests contained herein for any female shall be for her sole and separate use, free from the debts, contracts and control of any husband she may ever have.

Item X

Proceeds From Personal Services

All sums paid after my death (either to my estate or to any of the trusts created hereunder) and resulting from personal services rendered by me during my lifetime, including, but not limited to, royalties of all nature, concerts, motion picture contracts, and personal appearances shall be considered to be income, notwithstanding the provisions of estate and trust law to the contrary.

Item XI

Executor and Trustee

I appoint as executor of this, my last will and testament, and as Trustee of every trust required to be created hereunder, my said father.

I hereby direct that my said father shall be entitled by his last will and testament, duly probated, to appoint a successor Executor of my estate, as well as a successor Trustee or successor Trustees of all the trusts to be created under my last will and testament.

If, for any reason, my said father be unable to serve or to continue to serve as Executor and/or as Trustee, or if he be deceased and shall not have appointed a successor Executor or Trustee, by virtue of his last will and testament as stated-above, then I appoint National Bank of Commerce, Memphis, Tennessee, or its successor or the institution with which it may merge, as successor Executor and/or as successor Trustee of all trusts required to be established hereunder.

None of the appointees named hereunder, including any appointment made by virtue of the last will and testament of my said father, shall be required to furnish any bond or security for performance of the respective fiduciary duties required hereunder, notwithstanding any rule of law to the contrary.

Item XII

Powers, Duties, Privileges and Immunities of the Trustee

Except as otherwise stated expressly to the contrary herein, I give and grant to the said Trustee (and to the duly appointed successor Trustee when acting as such) the power to do everything he deems advisable with respect to the administration of each trust required to be established under this, my last will and Testament, even though such powers would not be authorized or appropriate for the Trustee under statutory or other rules of law. By way of illustration and not in limitation of the generality of the foregoing grant of power and authority of the Trustee, I give and grant to him plenary power as follows:

(a) To exercise all those powers authorized to fiduciaries under the provisions of the Tennessee Code Annotated, Sections 35-616 to 35-618, inclusive, including any amendments thereto in effect at the time of my death, and the same are expressly referred to and incorporated herein by reference.

(b) Plenary power is granted to the Trustee, not only to relieve him from seeking judicial instruction, but to the extent that the Trustee deems it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries. In such instances the rights of all subsequent beneficiaries are subordinate, and the Trustee shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary may compel any such favorable or preferential treatment. Without in anywise minimizing or impairing the scope of this

declaration of intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination principal and income questions;

(c) It shall be lawful for the Trustee to apply any sum that is payable to or for the benefit of a minor (or any other person who in the Judgment of the Trustee, is incapable of making proper disposition thereof) by payments in discharge of the costs and expenses of educating, maintaining and supporting said beneficiary, or to make payment to anyone with whom said beneficiary resides or who has the care or custody of the beneficiary, temporarily or permanently, all without intervention of any guardian or like fiduciary. The receipt of anyone to whom payment is so authorized to be made shall be a complete discharge of the Trustees without obligation on his part to see to the further application hereto, and without regard to other resource that the beneficiary may have, or the duty of any other person to support the beneficiary;

(d) In Dealing with the Trustee, no grantee, pledge, vendee, mortgage, lessee or other transference of the trust properties, or any part thereof, shall be bound to inquire with respect to the purpose or necessity of any such disposition or to see to the application of any consideration therefore paid to the Trustee.

Item XIII

Concerning the Trustee and the Executor

(a) If at any time the Trustee shall have reasonable doubt as to his power, authority or duty in the administration of any trust herein created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instructions; and the Trustee shall be fully absolved from all liability and damage or detriment to the various trust estates of any beneficiary thereunder by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instructions in the administration of the trust assets in lieu of obtaining advice of counsel.

(b) In managing, investing, and controlling the various trust estates, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which men of prudence discretion and judgment exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and, in addition, the purchasing power of income distribution to beneficiaries.

(c) My Trustee (as well as my Executor) shall be entitled to reasonable and adequate and adequate compensation for the fiduciary services rendered by him.

(d) My Executor and his successor Executor and his successor Executor shall have the same rights, privileges, powers and immunities herein granted to my Trustee wherever appropriate.

(e) In referring to any fiduciary hereunder, for purposes of construction, masculine pronouns may include a corporate fiduciary and neutral pronouns may include an individual fiduciary.

Item XIV

Law Against Perpetuities

(a) Having in mind the rule against perpetuities, I direct that (notwithstanding anything contained to the contrary in this last will and testament) each trust created under this will (except such trust created under this will (except such trusts as have heretofore vested in compliance with such rule or law) shall end, unless sooner terminated under other provisions of this will, twenty-one (21) years after the death of the last survivor of such of the beneficiaries hereunder as are living at the time of my death; and thereupon that the property held in trust shall be distributed free of all trust to the persons then entitled to receive the income and/or principal therefrom, in the proportion in proportion in which they are then entitled to receive such income.

(b) Notwithstanding anything else contained in this will to the contrary, I direct that if any distribution under this will become payable to a person for whom the Trustee is then administering a trust created hereunder for the benefit of such person, such distribution shall be made to such trust and not to the beneficiary outright, and the funds so passing to such trust shall become a part thereof as corpus and be administered and distributed to the same extent and purpose as if such funds had been a part of such a trust at its inception.

Item XV

Payment of Estate and Inheritance Taxes

Notwithstanding the provisions of Item X herein, I authorize my Executor to use such sums received by my estate after my death and resulting from my personal services as identified in Item X as he deem necessary and advisable in order to pay the taxes referred to in Item I of my said will.

In WITNESS WHEREOF, I, the said ELVIS A. PRESLEY, do hereunto set my hand and seal in the presence of two (2) competent witnesses, and in their presence do publish and declare this instrument to be my Last Will and Testament, this 3 day of March, 1977.

[Signed by Elvis A. Presley]
ELVIS A. PRESLEY

The foregoing instrument, consisting of this and eleven (11) preceding typewritten pages, was signed, sealed, published and declared by ELVIS A.PRESLEY, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 3 day of March, 1977, at Memphis, Tennessee.

[Signed by Ginger Alden]
Ginger Alden residing at 4152 Royal Crest Place

[Signed by Charles F. Hodge]
Charles F. Hodge residing at 3764 Elvis Presley Blvd.

[Signed by Ann Dewey Smith]
Ann Dewey Smith residing at 2237 Court Avenue.

State of Tennessee

County of Shelby

Ginger Alden, Charles F. Hodge, and Ann Dewey Smith, after being first duly sworn, make oath or affirm that the foregoing Last Will and Testament, in the sight and presence of us, the undersigned, who at his request and in his sight and presence, and in the sight and presence of each other, have subscribed our names as attesting witnesses on the 3 day of March, 1977, and we further make oath or affirm that the Testator was of sound mind and disposing memory and not acting under fraud, menace or undue influence of any person, and was more than eighteen (18) years of age; and that each of the attesting witnesses is more than eighteen (18) years of age.

[Signed by Ginger Alden]
Ginger Alden

[Signed by Charles F. Hodge]
Charles F. Hodge

[Signed by Ann Dewey Smith]
Ann Dewey Smith

Sworn To And Subscribed before me this 3 day of March, 1977.

Drayton Beecker Smith II Notary Public

My commission expires:

August 8, 1979

Admitted to probate and Ordered Recorded August 22, 1977

Joseph W. Evans, Judge

Recorded August 22, 1977
B.J. Dunavant, Clerk
By: Jan Scott, D.C.