

# LAST WILL AND TESTAMENT OF JANIS JOPLIN

I, JANIS JOPLIN, a resident of the City of Larkspur, County of Marin, State of California, do hereby make, publish and declare this to be my Last Will and Testament, and do hereby revoke all previous Wills and Codicils made by me.

## ARTICLE FIRST

I declare that I am presently unmarried and have not previously been married.

## ARTICLE SECOND

I direct that my Executor pay my just debts, last illness and funeral expenses, and all succession, inheritance and 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, out of the residue of my probate estate. There shall be no charge therefor, upon the basis of proration, apportionment, contribution, or otherwise, against assets not included in the residue of my probate estate.

## ARTICLE THIRD

I direct my Executor to assemble my household furniture, furnishings, jewelry, pictures, souvenirs, clothing and other personal effects and to distribute the same, in his sole discretion, to various of my friends and acquaintances, in relation to the closeness of my relationship with such friends and acquaintances, provided that a preference with respect to the distribution of such items be given to any female roommate with whom I have resided for some time prior to the date of my death and with whom I continue to reside on such date. To the extent that my Executor elects not to distribute such items constituting my property at the date of my death, I direct that all such items be sold and the proceeds therefrom added to the residue of my probate estate.

## ARTICLE FOURTH

I give, devise and bequeath one-half (1/2) of the residue of my estate to my father and mother, SETH DAVID JOPLIN and DOROTHY BONITA JOPLIN, residents of Port Arthur, Texas. If either my father or mother shall predecease me or fail to survive the distribution of my estate, then I direct that the survivor of them shall be entitled to distribution of the entire one-half (1/2) of the residue of my estate. If both of my parents shall predecease me or fail to survive the distribution of my estate, then I direct that the aforesaid bequest shall lapse and fall within the provisions set forth in ARTICLES FIFTH and SIXTH hereof.

## ARTICLE FIFTH

I give, devise and bequeath one-quarter (1/4) of the residue of my estate, plus one-half (1/2) of the bequest to my parents set forth in ARTICLE FOURTH hereof in the event that both of them shall fail to survive the distribution of my estate, to my sister, LAUREL LEE JOPLIN, a resident of Port Arthur, Texas. If my said sister shall predecease me or fail to survive the distribution of my estate, then I direct that the aforesaid specific bequest shall lapse and fall within the bequests provided for the benefit of my brother, MICHAEL ROSS JOPLIN, in ARTICLES SIXTH and SEVENTH hereof.

## ARTICLE SIXTH

I give, devise and bequeath the remaining one-fourth (1/4) of my estate, plus one-half (1/2) of the bequest to my parents set forth in ARTICLE FOURTH hereof in the event they shall predecease me or in the event that neither of them shall survive the distribution of my estate, and plus the bequest to my

sister, LAUREL LEE JOPLIN, set forth in ARTICLE FIFTH hereof in the event that she shall predecease me or fail to survive the distribution of my estate, to my brother, MICHAEL ROSS JOPLIN, a resident of Port Arthur, Texas. In the event that my said brother has not reached the age of twenty-five (25) at the distribution of my estate, the provisions of ARTICLE SEVENTH shall supersede the provisions of this Article.

#### ARTICLE SEVENTH

In the event that my brother, MICHAEL ROSS JOPLIN, has not reached the age of twenty-five (25) at the distribution of my estate, then I give, devise and bequeath the share to which he is entitled under ARTICLE SIXTH hereof, including all failed and lapsed gifts, which fall within said Article, to ROBERT E. GORDON of Los Angeles, California, in trust, to hold, manage and distribute as hereinafter provided.

1. The Trustee shall pay to MICHAEL, or apply for his benefit during his lifetime, quarter-annually or at more frequent intervals, the entire net income of the trust.
2. If the Trustee deems such income payments to be insufficient, the Trustee shall, from time to time, pay to MICHAEL such sums out of principal as the Trustee in the Trustee's sole and absolute discretion deems necessary for his proper support, care, maintenance and education. In making any payments of principal to or for a beneficiary under this paragraph, the Trustee shall take into consideration, to the extent the Trustee deems advisable, any income or other resources of MICHAEL outside of the trust, known to the Trustee. In exercising these discretionary powers to invade principal, the Trustee shall be mindful of the fact that my primary concern in establishing this trust is MICHAEL's welfare and development while he is under the age of twenty-one.
3. Trustee may, in addition, pay to MICHAEL, out of the principal of the trust, such amounts as he may from time to time request in writing, not exceeding in any calendar year the greater of the following amounts: Five Thousand (\$5,000.00) Dollars or Five (5%) Percent of the value of the principal of the trust, determined as of the end of the calendar year.
4. Upon MICHAEL reaching the age of eighteen, the Trustee shall hold, administer and distribute the trust estate as follows:
  - (a) The Trustee shall divide the trust estate into two (2) parts, one part of which shall be distributed to MICHAEL, free of trust.
  - (b) The second part of the trust shall be retained therein and administered by the Trustee as follows:
    - (i) The Trustee shall pay to or apply for MICHAEL's benefit the entire net income of the trust, quarter-annually or at more frequent intervals. If the Trustee deems the income to be insufficient, the Trustee shall also pay to or apply to MICHAEL's benefit, as much of the principal of the trust as the Trustee in the Trustee's sole and absolute discretion deems necessary for MICHAEL's proper support, care, maintenance and education, after taking into consideration to the extent the Trustee deems advisable, any income or other resources of MICHAEL outside the trust, known to the Trustee.
    - (c) When MICHAEL attains the age of twenty-five (25), the Trustee shall distribute to MICHAEL the remainder of the trust estate.
5. Whenever provision is made in this ARTICLE SEVENTH for payment for MICHAEL's "education", the term "education" shall be construed to include college and post-graduate study so long as pursued to advantage by him, at an institution of his choice; and in determining payments to be made for such college or post-graduate education, the Trustee shall take into consideration MICHAEL's related living expenses to the extent that they are reasonable.
6. No interest in the principal or income of the trust created under this Will shall be anticipated, assigned, or encumbered, or subject to any creditor's claim, or to legal process, prior to its actual receipt by MICHAEL.
7. To carry out the purposes of any trust created under this ARTICLE SEVENTH and subject to any limitations stated elsewhere in this Will, the Trustee is vested with the following powers with respect to

the trust estate, and any part of it, in addition to those powers nor or hereafter conferred by law.

- (a) To continue to hold any property and to operate at the risk of the trust estate any business that the Trustee receives or acquires under the trust as long as the Trustee deems advisable;
- (b) To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property;
- (c) To lease trust property for terms within or beyond the term of the trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements;
- (d) To borrow money, and to encumber or hypothecate trust property by mortgage, deed of trust, pledge, or otherwise;
- (e) To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard;
- (f) To commence or defend such litigation with respect to the trust of any property of the trust estate as the Trustee may deem advisable, at the expense of the trust;
- (g) To compromise or otherwise adjust any claims or litigation against or in favor of the trust;
- (h) To invest and reinvest the trust estate in 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, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account;
- (i) With respect to securities held in trust, to have all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales, and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights;
- (j) Except as otherwise specifically provided in this Will, the Trustee shall have the power, exercisable in the Trustee's discretion, to determine what is principal or income of the trust estate and to apportion and allocate receipts and expenses and other charges between these accounts, including also the power to charge in whole or in part against principal, or to amortize out of or charge forthwith to income, premiums paid on the purchase of bonds or other obligations. Except insofar as the Trustee shall exercise this discretion and except as otherwise provided in this Will, matters relating to principal and income shall be governed by the provisions of the California Principal and Income Law from time to time existing.
- (k) In any case in which the Trustee is required pursuant to the provisions of the trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

8. The Trustee, in the Trustee's discretion, may make payment to MICHAEL by making payments to the guardian of his person or to any suitable person with whom he resides, or the Trustee may apply payments directly for MICHAEL's benefit. The Trustee, in the Trustee's sole and absolute discretion, may make payments directly to MICHAEL if, in the Trustee's judgment, he is of sufficient age and maturity to spend the money properly.

9. If ROBERT E. GORDON shall for any reason fail to qualify or cease to act as Trustee hereunder, I appoint ALBERT B. GROSSMAN, a resident of the City of New York, State of New York, as alternative Trustee. The term "the Trustee" as used in this Will shall include any Trustee named in this Will. No bond shall be required of any person named as a Trustee in this Will.

10.I authorize and direct the Trustee to continue any business in which I may be engaged, or of which I may own the controlling interest, at the time of my death, so long as the continuation of such business shall, in the judgment of the Trustee, facilitate the liquidation thereof or assure its conservation.

#### ARTICLE EIGHTH

Except as elsewhere provided for in this my Will, I have intentionally omitted to provide for my heirs who may be living at the time of my death, including any person or persons who may after the date of this Will become my heir or heirs by reason of marriage or otherwise.

#### ARTICLE NINTH

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 any of its provisions, or conspire with or voluntarily assist anyone attempting to do any of these things, in that event, I bequeath to each such person the sum of One (\$1.00) Dollar only and all other 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 shall not have participated in such acts or proceedings.

#### ARTICLE TENTH

Should any part, clause, provision or condition of this Will be held to be void, invalid and inoperative, then I direct that such invalidity shall not affect any other clause, provision or condition hereof; but the remainder of this Will shall be effective as though such clause, provision or condition had not been contained therein.

#### ARTICLE ELEVENTH

I hereby nominate and appoint as Executor of this my Last Will and Testament, my friend, ROBERT E. GORDON. If ROBERT E. GORDON shall predecease me or shall fail, refuse or be unable to act as Executor hereunder, I nominate and appoint in place of such Executor, ALBERT B. GROSSMAN, a resident of the City of New York, State of New York. I hereby direct that the individuals named, and each of them, shall serve without bond.

I direct my Executor to cause my remains to be cremated. If my Executor shall so elect, he shall be authorized, at the expense of my estate, but not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars, to cause a gathering of my friends and acquaintances at a suitable location as a final gesture of appreciation and farewell to such friends and acquaintances.

I authorize my Executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law. My Executor shall determine whether any or all of the expenses of administration of my estate shall be used as Federal estate tax deductions or as Federal income tax deductions. No beneficiary under this Will, whether an income beneficiary or remainderman of any trust, or other beneficiary, shall have the right to recoupment or restoration of any loss the beneficiary suffers as a result of the use of such deductions for one or the other of these purposes; however, my Executor may in my Executor's absolute discretion make adjustments between principal and income as my Executor deems appropriate.

I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale or liquidation by my Executor, in good faith shall be at the risk of my estate and without liability on the part of my Executor for any resulting losses.

The foregoing instrument is subscribed by me on the 1st day of October, 1970, at Beverly Hills, California.

[signed, JANIS JOPLIN]

The foregoing instrument, consisting of eleven (11) pages, including the page signed by the Testatrix, was subscribed on the date which it bears, by the Testatrix, JANIS JOPLIN, and at the time of subscribing was declared by her to be her Last Will. The subscription and declaration were made in our presence, we being present at the same time; and we, at her request and in her presence and in the presence of each other, have affixed our signatures hereto as witnesses.

[witnesses]