

Last Will & Testament of Jerry Garcia

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WILL OF JEROME J. GARCIA

I, JEROME J. GARCIA, also known as JERRY GARCIA, a resident of Marin County, California, hereby make, publish and declare this to be my Last Will and Testament.

FIRST REVOCAION OF PRIOR WILLS
I revoke all Wills and Codicils heretofore made by me.

SECOND DECLARATIONS
I declare that I am married; my wife's name is DEBORAH KOONS. We have no children by our marriage. I have four children now living from prior relationships, namely HEATHER GARCIA KATZ, born December 8, 1963, ANNABELLE WLAKER GARCIA, born February 2, 1970, THERESA ADAMS GARCIA, born September 21, 1974, and KEELIN GARCIA, born December 20, 1987. I have no deceased children leaving issue, and I have not adopted any children. The terms "child" or "children" as used in this Will shall refer only to my children and if any person shall claim and establish any right to participate in my estate other than as provided in this Will, whether as heir or in any other capacity whatsoever, I give and bequeath to each such person the sum of One Dollar (\$1.00).

THIRD COMMUNITY PROPERTY
I declare my intention to dispose of all property, real and personal, of which I have the right to dispose by Will, including any and all property as to which I may have at the time of my death a power of appointment by Will. I confirm to my wife her interest in our

community property. It is my intention by this Will to dispose of all my separate Property and of my one-half (1/2) interest in our community property.

FOURTH PERSONAL PROPERTY

Except as specifically provided hereinbelow, I give my jewelry, clothing, household furniture and furnishings, personal automobiles, books, pictures, objects of art and other tangible articles of a personal nature, or my interest in such property, which I may have at the time of my death, not otherwise specifically disposed of by this Will or in any other manner, together with any insurance on such property, to my wife, if she survives me for sixty (60) days, and if she does not, then to such of my children, by representation, who survive me for sixty (60) days in equal shares as they shall agree, or as my Executor shall, in my Executor's discretion, determine if my children do not agree within one hundred fifty (150) days of my death.

In the absence of a conflict of interest, my Executor shall represent any child under age eighteen (18) in matter relating to any distribution under this Article FOURTH, including selection of the assets that shall constitute that child's share, and my Executor may, in my Executor's discretion, sell for the child's account any part of that child's share. Any property or its proceeds distributable to a child under age eighteen (18) pursuant to this Paragraph may be delivered without bond to the guardian of such child or to any suitable person with whom he or she resides or who has the care or control of him or her.

If neither my wife nor any of my children shall survive me, then this gift shall lapse and such property, and any insurance thereon, shall become part of the residue of my estate.

FIFTH GUITARS

I give all my guitars made by DOUGLAS ERWIN, to DOUGLAS ERWIN, or to his estate if he predeceases me.

SIXTH DISTRIBUTION OF RESIDUE OF ESTATE

After payment of all my debts, my last illness and funeral expenses, and provision for my child support obligations for KEELIN GARCIS, my marital settlement agreement with CAROLYN ADAMS GARCIA which is being drafted at the time of signing this will, and my agreement with MANASHA MATHESON regarding the house to be owned one-half by her and one-half by the trust established for KEELIN GARCIA which is being drafted at the time of signing this will, my Executor shall divide and distribute the remainder of my estate for my wife/husband and children as follows:

A. If my wife survives me for sixty (60) days, I give her one-third (1/3) of my estate outright and free of trust. If my wife fails to survive me for sixty days this bequest shall lapse and the amount shall be included with the remainder of my estate under paragraph B.

B. I give the remaining two-thirds (2/3) of my estate, or if my wife fails to survive me, my entire remaining estate, to my daughters, my friends, and my brother as follows:

1. The following shares shall be distributed outright and free of trust, by right of representation, to the persons indicated:

HEATHER GARCIA KATZ ONE-FIFTH (1/5)
ANNABELLE WALKER GARCIA ONE-FIFTH (1/5)
SUNSHINE MAY WALKER KESEY ONE-TENTH (1/10)
CLIFFORD GARCIA ONE-TENTH (1/10)

2. I give to the Trustee hereinafter named, IN TRUST, for the benefit of my younger daughters, THERESA ADAMS GARCIA and KEELIN GARCIA, one-fifth (1/5) of my estate for each, to be held, administered and distributed as a separate trust for each child as follows: a. So long as my child is living and is under age twenty-one (21), the Trustee shall pay to or apply for her benefit, as much of the net income and principal of the Trust as the Trustee, in the Trustee's absolute discretion, shall deem necessary for her proper support, health, maintenance and education, after taking into consideration, to the extent the Trustee shall deem advisable, any other income or resources of my child, known to the Trustee. Any net income not distributed shall be accumulated and added to principal.

b. When the child attains the age of twenty-one (21), the trust share allocated on account of such child shall thereupon be distributed free of trust to that child.

c. If my child dies prior to receipt of her entire share of principal and income provided herein, and that child is survived by issue, then the remaining principal and income shall be held in trust for those issue under the terms of this subparagraph 2. If my child is not survived by issue, then the remaining principal and income shall be distributed free of trust to the other residual beneficiaries receiving fractional interests in my estate under this paragraph B in proportion to those fractional interests, by right of representation; provided, however, if a part of that balance would otherwise be distributed to a person for whose benefit a trust is then being administered under this Will, that part shall instead be added to that trust and shall thereafter be administered according to its terms.

d. Whenever provision is made in this Article SIXTH for payment for the "education" of a beneficiary, the term "education" shall be construed to include college and postgraduate study, so long as pursued to advantage by the beneficiary at an institution of the beneficiary's choice; and in determining payments to be made for such college or post-graduate education, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable.

e. Notwithstanding the directions given as to the distribution of income and principal in this Article SIXTH, any trusts established by this Article shall terminate, if they have not previously terminated, twenty-one (21) years after the death of the survivor of the class

composed of my wife/husband and all my issue living at my death, and the then remaining principal and undistributed income of such trusts shall be paid to my issue or other beneficiaries then living to whom income payments could be made under such trusts immediately prior to its termination under this clause, such issue to take by right of representation.

SEVENTH
ULTIMATE DISTRIBUTION

If at the time of my death, or at any later time before full distribution of any Trust established under Article SIXTH, all my issue are deceased, and no other disposition of the property is directed by this Will, the estate or the portion of it then remaining shall there upon be distributed to those persons who would then by my heirs, their identities and respective shares to be determined as though my death had then occurred and according to the laws of the State of California then in effect relating to the succession of separate property not acquired from a predeceased spouse.

EIGHTH
TRUSTEE'S POWERS

I give to the Trustee of all of the Trusts established under this Will the following powers, in addition to and not in limitation of the common-law and statutory powers, and without application or permission of any court.

A. To retain any property, real or personal, which the Trustee may receive, even though such property (by reason of its character, amount, proportion to the total Trust Estate or otherwise) would not be considered appropriate for a Trustee apart from this provision.

B. To sell, exchange, give options upon, partition, or otherwise dispose of any property which the Trustee may hold from time to time at public or private sale or otherwise, for cash or other consideration or on credit, and upon such terms and for such consideration as the Trustee shall think fit, and to transfer and convey the same free of all trust.

C. To invest and reinvest the Trust Estate from time to time in any property, real or personal, including (without limiting the generality of the foregoing language) securities of domestic and foreign corporations and investment trusts, common trust funds, including those established by any successor corporate fiduciary which acts as Executor and Trustee hereunder, bonds, preferred stocks, common stocks, mortgages, mortgage participation, even though such investment (by reason of its character, amount, proportion to the total Trust Estate or otherwise) would not be considered appropriate for a Trustee apart from this provision, and even though such investment causes a greater proportion of the principal to be invested in investment of one type or of one company than would be considered appropriate for a Trustee apart from this provision; to lend money to any and all persons, including any or all of the beneficiaries hereof, upon such terms and conditions as the Trustee in the Trustee's sole discretion deems proper; in connection with such loans the Trustee may or may not demand

security therefor or interest thereon as the Trustee in the Trustee's sole discretion deems proper.

D. To improve any real estate held in the Trust Estate, including the power to demolish any buildings in whole or in part and to erect buildings; to lease real estate on such terms as the Trustee thinks fit, including leases for periods that may extend beyond the duration of the Trusts, and to grant renewals thereof; and to foreclose, extend, assign, partially release and discharge mortgages.

E. To borrow money from any lender even though a successor fiduciary hereunder, execute promissory notes therefor, and to secure said obligations by mortgage or pledge of any of the Trust property.

F. To compromise or arbitrate any claim in favor of or against the Trust Estate; to commence or defend any litigation concerning the Trust Estate which the Trustee in the Trustee's absolute discretion considers prudent, and costs and expenses of such, including reasonable attorney's fees, to be borne by the Trust Estate; to give or receive consideration in any settlement to reduce the rate of return on any investment, with or without consideration; to prepay or accept prepayment of any debt; to enforce, abstain from enforcing, release or modify, with or without consideration, any right, obligation, or claim; to extend and renew any obligation or hold the same after maturity without extension or renewal; to accept deeds in lieu of foreclosure and pay consideration for the same; to determine that any property is worthless or of insufficient value to warrant keeping or protecting, and to abandon any such property or convey the same with or without consideration; and to use any portion of the Trust Estate to protect any other portion of the Trust Estate.

G. To vote all securities held as a part of the Trust Estate, or to join in a voting trust or other lawful form of stockholders' agreements respecting the voting of shares for such period as the Trustee deems proper; to pay all assessments on such securities, to exercise options, subscriptions and conversion rights on such securities, with respect thereto; to employ such brokers, banks, counsel, custodians, attorneys or other agents, and to delegate to them such powers (including, among others, the right to vote shares of stock held in trust) or join in a voting trust or other lawful form of stockholders' agreements respecting the voting of shares for such periods as the Trustee deems proper; and to cause securities held from time to time to be registered in the name of the Trustee, or in the name of the Trustee's nominee with or without mention of the Trust in any instrument of ownership, and to keep the same unregistered or to retain them in condition that they will pass by delivery.

H. To incur and pay all taxes, assessments, costs, charges, fees and other expenses of every kind which the Trustee deems necessary or advisable in connection with the administration of the Trust created hereby, including reasonable Trustee's fees.

I. To join in or oppose any reorganization, recapitalization, consolidation or merger, liquidation or foreclosure, or any plan therefor; to deposit property with, and delegate

discretionary power to any committee or depository; to pay assessments, expenses and compensation; and to retain any property issued therein; to exercise or sell conversion or subscription rights, and to retain the property received.

J. To hold, manage, invest and account for the several shares which may be held in trust, either as separate funds or as a single fund, as the Trustee deems proper; if as a single fund, making the division thereof only upon the Trustee's books of account and allocating to each share its proportionate part of the principal and income of the common fund and charging against each share its proportionate part of the common expenses.

K. To keep any or all of the Trust property at any place or places in California or elsewhere in the United States or abroad, or with a depository or custodian at such place or places.

L. In dividing the Trust Estate into shares or in distributing the same, to divide or distribute in cash or in kind as the Trustee thinks fit. For purposes of division or distribution, to value the Trust Estate reasonably and in good faith, and such valuation shall be conclusive on all parties. Where distribution or division is made in kind, the Trustee shall, so far as the Trustee finds practicable, allocate to the beneficiaries proportionate amounts of each kind or security; or other property of the Trust Estate.

M. The Trustee is authorized in the Trustee's discretion to retain from income distributable to any beneficiary an amount equal to the income tax (Federal and State) the Trustee estimates will be imposed upon such income; any sums so withheld shall be applied to the tax liability of such beneficiary. Nothing herein shall be construed as imposing an obligation upon the Trustee to retain any sums for the purpose mentioned, nor that said tax shall be assumed or borne by the assets held for such beneficiary. No liability shall attach to the Trustee if the Trustee acts or fails to act as authorized in Subparagraph M.

N. To partition, without sale, any real or personal property held jointly or in common with others or distributable to one or more persons hereunder; to pay or receive consideration to effect equality of partition; to unite with any other owner in the management, leasing, use of improvement of any property.

O. To determine, as to all property received, whether and to what extent the same shall be deemed to be principal or income and as to all charges or expenses paid, whether and to what extent the same shall be charged against principal or against income, including, without limiting the generality of the foregoing language, power to apportion any receipt or expense between principal and income and to determine what part, if any, of the actual income received upon any wasting investment or upon any security purchased or acquired at a premium shall be retained and added to principal to prevent diminution of principal upon exhaustion or maturity thereof. In this regard, the Trustee in the Trustee's absolute discretion, may, but shall not be required to, if the Trustees deems it proper, allocate receipts or charges and expenses to income or principal

according to the Principal and Income Law of the State of California as it may from time to time exist. All allocation of receipts or charges and expenses shall be conclusive on all persons interested in any trusts created hereby.

P. In all matters to administer and invest the Trust Estate as fully and freely as an individual owner might do, without any restrictions to which fiduciaries are ordinarily subject, except the duty to act in good faith and with reasonable care.

Q. The Trustee shall also have the power to do all things necessary to continue any business enterprise, in whatever form, owned or controlled by me upon my death for such period as the Trustee shall deem to be in the best interests of the Trust Estate.

R. The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as he shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust Estate, appointments shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, specialists and other agents and any other expenses against the Trust Estate.

NINTH

PAYMENT OF TAXES AND EXPENSES

I direct that all estate, succession or other death taxes, duties, charges or assessments that may by reason of my death be attributable to my probate estate or any portion of it, or to any property or transfers of property outside my probate estate, including but not limited to burial expenses, expenses of last illness, attorney's fees, executor's fees, appraiser's fees, accountant's fees and other expenses of administering my estate shall be paid by the Executor from the estate in the same manner as if said taxes were a debt of my estate, without apportionment, deduction, or reimbursement thereof and without adjustment thereof among my beneficiaries. Provided, however, if there is inadequate cash in my estate to pay such taxes and expenses, then my executor may borrow such funds as I have given authority in Article TWELFTH below.

TENTH

NO CONTEST CLAUSE

If any beneficiary of my Will or any Codicil hereto or of the Trusts created hereunder before or after the admission of this Will to probate, directly or indirectly, contests or aids in the contest of the same or any provision thereof, or contests the distribution of my estate in accordance with my Will or any Codicil, the provisions herein made to or for the benefit of such contestant or contestants are hereby revoked and for the purpose of my Will and any Codicil, said contestant or contestants shall be deemed to have predeceases me.

ELEVENTH

SPENDTHRIFT PROVISION

Each and every beneficiary under the Trust or Trusts created by this Will is hereby restrained from and is and shall be without right, power, or authority to sell, transfer, pledge, hypothecate, mortgage, alienate, anticipate, or in any other manner affect or impair his, her or their beneficial and legal rights, titles, interests, claims and estates in and to the income and/or principal of said trusts, and the rights, titles, interests and estate of any beneficiary thereunder shall not be subject nor liable to any process of law or court, and all of the income and/or principal under said trusts shall be paid over to the beneficiary in person, or, in the event of the minority or incompetency of any beneficiary, to the guardian of that beneficiary in such manner as in the Trustee's discretion seems most advisable at the time and in the manner provided by the terms of the Trust.

TWELFTH

EXECUTOR'S APPOINTMENT AND POWERS

I hereby nominate and appoint my wife DEBORAH KOONS, and my attorney DAVID M. HELLMAN, as Executor of this Will. If either of them shall be, or become unable or unwilling to act, then the survivor shall act with JEFFREY E. EHLENBACH. No bond or other security shall be required of any person who acts as Executor hereunder.

A. I hereby expressly authorize and empower my Executor to sell and dispose of the whole or any portion of my estate, real or personal, and wherever situate, as and when and upon such terms as my Executor deems proper, at public or private sale, with or without notice, and without first securing any order or court therefor. I further grant to my Executor all the powers granted to the Trustee under Article EIGHTH hereof, insofar as such powers are appropriate for the administration of my estate and the probate of my Will;

B. If my Executor in good faith decides that there is uncertainty as to the inclusion of particular property in my gross estate for federal estate tax purposes, my Executor shall exclude such property from my gross estate in the estate tax return. My Executor shall not be liable for any loss to my estate or to any beneficiary, which loss results from the decision made in good faith that there is uncertainty as to the inclusion of particular property in my gross estate.

C. The decision of my Executor as to the date which should be selected for the valuation of property in my gross estate for federal estate tax purposes shall be conclusive on all concerned;

D. When a choice is available as to whether certain deductions shall be taken as income tax deductions or estate tax deductions, the decision of my Executor in this regard shall be conclusive on all concerned and no adjustment of income and principal account shall be made as a result of such decision;

E. Beginning as of the date of my death and until the establishment of the trusts provided for herein, my Executor shall make such payments of estate income, which is allocable to trust assets, as would be required if the trusts had actually been established at the date of my death.

F. My Executor is authorized to execute and deliver disclaimers under Internal Revenue Code X2518 and California Probate Code XX260 through 295 or any successor statute.

THIRTEENTH
TRUSTEE'S APPOINTMENT AND COMPENSATION

I hereby nominate and appoint my wife DEBORAH KOONS, and my attorney DAVID M. HELLMAN, as Trustee of this Will. If either of them shall be, or become unable or unwilling to act, then the survivor shall act with JEFFREY E. EHLENBACH. No bond or other security shall be required of any person who acts as Trustee hereunder.

The individual Trustees shall be entitled to receive reasonable commissions similar to those charged by corporate Trustees in the San Francisco Bay Area. Any successor Trustee shall be entitled to reasonable compensation for its services.

FOURTEENTH
GUARDIAN

If MANASHA MATHESON does not survive me, I hereby nominate and appoint SUNSHINE MAY WALKER KESEY, as the guardian of KEELIN GARCIA, if she is then a minor. No bond shall be required of any person who acts as guardian hereunder.

FIFTEENTH
DELAYED DISTRIBUTION

I direct that no interest shall be payable on account of any delay in distributing any devise, bequest, or legacy under my Will or any Codicil thereto.

SIXTEENTH
DEFINITIONS

The words "Executor," "Trustee," "child," "children," and "beneficiary," as used herein, shall comprehend both the singular and the plural, and the masculine or feminine shall be deemed to include the other wherever the context of this Will requires. This Will and any Codicil shall be interpreted under the California law as in effect at the date of signature of such document.

IN WITNESS WHEREOF, I have hereunto set my hand this May 12, 1994.

Jerome J. Garcia

On the date indicated below, JEROME J. GARCIA, declared to us, the undersigned, that this instrument, consisting of sixteen (16) pages, including the page signed by us as witnesses, was the testator's Will and requested us to act as witnesses to it. The testator thereupon signed this Will in our presence, all of us being present at the same time. We now, at the testator's request, in the testator's presence and in the presence of each other, subscribe our names as witnesses.

It is our belief that the testator is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 12, 1994, at San Rafael, California.

David M. Hellman residing at 523 4th St. #102, San Rafael, CA 94901

Tanna Burcher residing at 523 4th St. #102, San Rafael, CA 94901

ATTACHMENT 8

Name	Relationship	Age	Address
Deborah Koons Garcia c/o Max Gutierrez, Jr., Esq. Brobeck, Phleger & Harrison One Market Plaza, 27th Floor Spear Street Tower San Francisco, CA 94105	Spouse	Adult	
Heather Garcia Katz c/o Michael Rubenstein, Esq. Rubenstein & Bohachek 200 California Street, 5th Floor San Francisco, CA 94111	Daughter	Adult	
Annabelle Walker Garcia c/o David C. Phillips, Esq. Goldstein & Phillips One Embarcadero Center Eighth Floor San Francisco, CA 94111	Daughter	Adult	
Theresa Adams Garcia c/o David C. Phillips, Esq. Goldstein & Phillips One Embarcadero Center Eighth Floor San Francisco, CA 94111	Daughter	Adult	
Keelin Garcia c/o Manasha Matheson c/o Esther R. Lerner, Esq. Lerner Law Offices 88 Kearny Street, Ste. 1750	Daughter	Minor	

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