

# The Will of Doris Duke

## 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 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. 1. 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 (516,500).
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 (I) 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.

I. 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)

On the date last above written, the Testatrix, Doris Duke, declared to us, the undersigned, that the foregoing instrument was her Last Will and Testament, and requested us to act as witnesses to it. The Testatrix thereupon signed this Will in our presence, all of us being present at the same time, and we now, at the Testatrix's request, in the Testatrix's presence, and in the presence of each other, subscribe our names as witnesses.

Each of us observed the signing of this Will by the Testatrix and by each other subscribing witness and knows that each signature is the true signature of the person whose name was

signed. Each of us is now more than eighteen (18) years of age and a competent witness and resides at the address set forth after our name.

We are acquainted with the Testatrix. At this time, the Testatrix is over the age of eighteen (18) years, and to the best of our knowledge, 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, and that this declaration was executed at Los Angeles, California, this 5th day of April, 1993.

/s/CHARLES KIVOWITX residing at 630 Warner Ave, Los Angeles CA 90029

/s/JEROLD FEDERMANRI residing at 530 Loring Ave., Los Angeles CA 90024

/s/LIDIA RIVES residing at 12420 Archwood St #5, North Hollywood, CA 91606

/s/MARGARET UNDERWOOD residing at 1969 S. Beverly Glen #102, Los Angeles CA 90025

STATE OF CALIFORNIA )

: ss.

COUNTY OF LOS ANGELES )

I, DORIS DUKE, the testatrix, sign my name to this instrument this 5th day of April, 1993, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament, and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am 18 years of age or older, of sound mind and under no constraint or undue influence.

/s/Doris Duke 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 Doris Duke, the within-named Testatrix, on the 5th day of April, 1993, at Cedars- Sinai Hospital, in the City and County of Los Angeles, State of California.

Said Testatrix at the time of making such subscription declared the instrument so subscribed to be her Last Will and Testament.

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.