

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN THE MATTER OF THE
ESTATE OF THOMAS JOSEPH
HARRIS, DECEASED.

Case No. 86096

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Elizabeth A. Brown
Clerk of Supreme Court

TODD ROBBEN,

Appellant,

vs.

THE ESTATE OF THOMAS
JOSEPH HARRIS; AND THE
THOMAS J. HARRIS TRUST,

Respondents.

RESPONDENTS' APPENDIX

Volume 2

Tara Flanagan, as Personal Representative of the Estate of Thomas J.
Harris and Trustee of the Thomas J. Harris Trust

By and through her Legal Counsel

Wallace & Millsap

F. McClure Wallace

Nevada Bar No. 10264

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Respondents, the Estate of Thomas J. Harris and the Thomas J. Harris Trust, by and through Tara Flanagan, in her capacity as the Personal Representative of the Estate of Thomas J. Harris and Trustee of the Thomas J. Harris Trust by and through her Legal Counsel hereby submits her Appendix in compliance with Nevada Rule of Appellate Procedure 30.

TITLE	DATE	BATE	VOL.
Declaration of Trust Known as the Thomas J. Harris Trust, dated June 12, 2019	6/12/2019	RA 7-42	1
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Emergency Stay Request; Emergency Verified Motion to Reconsider; Request for Calcification; Notice of Non Hearsay Proof of Thomas Joseph and Olga Harris Living Trust	6/22/2022	RA 148-212	2
Last Will & Testament of Thomas Joseph Harris	6/12/2019	RA 1-6	1
Letters Testamentary	4/22/2021	RA 60-61	1
Limited Opposition to Petitioner's Motion for a Decision on the Pleadings; Petitioner's Motion Declining Oral Argument filed by The Estate of Thomas J. Harris and The Thomas J. Harris Trust	12/15/2022	RA 615-620	9
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Minutes of Hearing	1/6/2023	RA 776	10
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Notice of Appeal	6/27/2022	RA 213-214	3
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Notice of Entry of Order	2/16/2023	RA 838-853	11
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Objection to Petitioner Todd Robben's Verified Petition to Invalidate The Thomas J. Harris Will and Trust; Petitioner's Request for Appointment of Counsel Pursuant to NRS 136.200; Emergency Request for Stay of Final Distribution; Peremptory Challenge to Judge Nathan Tod Young filed by The Estate of Thomas J. Harris	12/15/2022	RA 621-708	9
Opposition to Emergency Verified Motion to Reconsider; Request for Calcification (SIC); Notice of Non Hearsay Proof of the Thomas Joseph and Olga Harris Living Trust; Opposition to Emergency Stay Request	7/1/2022	RA 215-232	3
Opposition to Petitioner's Motion to Strike Respondent's Objection, Motion to Dismiss and Motion for Summary Judgment filed by The Estate of Thomas J. Harris and The Thomas J. Harris Trust	12/30/2022	RA 743-753	10
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Order Appointing Special Administrator	3/11/2021	RA 58-59	1
Order Appointing Successor Executor and Issuing Successor Letters Testamentary	7/27/2021	RA 98-101	1
Order Confirming Transfer to Department 1	7/26/2022	RA 357-358	5
Order Dismissing Appeal	7/8/2022	RA 251-252	3
Order Granting Motion for Summary Judgment; Motion to Dismiss; & Deeming Petitioner a Vexatious Litigant	2/8/2023	RA 826-837	11

Order Granting Petition to Confirm First and Final Accounting, Request for Final Distribution, and Request for Payment of Professional's Fees and Costs	6/22/2022	RA 140-147	2
Order Granting Respondents' Motion to Continue Hearing	9/27/2022	RA 364-366	5
Order Setting Hearing	9/6/2022	RA 360-361	5
Order Setting Hearing	11/30/2022	RA 607-608	9
Order Shortening Time	9/19/2022	RA 362-363	5
Order to Proceed in Forma Pauperis	7/26/2022	RA 355-356	5
Order Transferring Case to Department I	7/26/2022	RA 353-354	5
Petition for Appointment of Successor Executor and for Issuance of Successor Letters Testamentary	6/25/2021	RA 67-74	1
Petition to Confirm First and Final Accounting, Request for Final Distribution, and Request for Payment of Professional's Fees and Costs	4/15/2022	RA 106-137	1
Petitioner Todd Robben's Objection to Respondent's Motion to Dismiss	10/21/2022	RA 471-514	7
Petitioner Todd Robben's Verified Objection to Respondent's Motion for Summary Judgment	10/21/2022	RA 515-556	7
Petitioner, Todd Robben's Notice and Affidavits in Support of the Pre-Existing Olga and Thomas J. Harris Living Trust with Petitioner Named Beneficiary	11/2/2022	RA 580-584	8
Petitioner, Todd Robben's Petition to Invalidate The Thomas J. Harris Will and Trust; Petitioner's Request for Appointment of Counsel Pursuant to NRS 136.200; Emergency Request for Stay of Final Distribution; Peremptory Challenge to Judge Nathan Tod Young filed by The Estate of Thomas J. Harris	7/26/2022	RA 263-352	4

Petitioner's First Amended Reply in Support of Motion to Strike Respondent's Objections, Motion to Dismiss and Motion for Summary Judgment	1/3/2023	RA 768-775	10
Petitioner's Motion for a Decision on the Pleadings; Petitioner's Motion Declining Oral Argument	12/8/2022	RA 609-614	9
Petitioner's Motion to Strike Respondent's Objections, Motion to Dismiss and Motion for Summary Judgment	12/23/2022	RA 717-725	10
Petitioner's Motion to Strike Respondent's Unlawful Surreply	11/7/2022	RA 591-595	8
Petitioner's Notice and Provisional Motion to Strike Respondent's Objections, Motion to Dismiss and Motion for Summary Judgment	1/3/2023	RA 754-767	10
Petitioner's Reply in Support of Emergency Stay Request & Emergency Verified Motion to Reconsider; Request for Clarification; Notice of Non Hearsay Proof of the Thomas Joseph and Olga Harris Living Trust	7/5/2022	RA 233-250	3
Petitioner's Reply in Support of Motion to Strike Respondents Unlawful Surreply	11/21/2022	RA 600-606	9
Petitioner's Verified Reply in Support of Motion for a Decision on the Pleadings; Petitioner's Motion Declining Oral Argument	12/23/2022	RA 726-742	10
Reply in Support of Motion to Dismiss	10/31/2022	RA 565-579	8
Request to Appear Remotely via Zoom for Court Appearance/Hearing	12/28/2022	RA 854-855	11
Resignation of Trustee and Acceptance by Successor Trustee of the Thomas J. Harris Trust dated June 12, 2019	5/17/2021	RA 62-66	1

Submission of Proposed Order Granting Motion for Summary Judgment; Motion to Dismiss; & Deeming Petitioner a Vexatious Litigant	1/10/2023	RA 800-811	11
The Thomas J. Harris Trust's Motion for Summary Judgment	10/6/2022	RA 460-470	7
The Thomas J. Harris Trust's Objection & Response to Todd Robben's Petition to Invalidate the Trust	12/15/2022	RA 709-716	10
The Thomas J. Harris Trust's Opposition to Motion to Strike	11/14/2022	RA 596-599	8
The Thomas J. Harris Trust's Reply Points & Authorities in Support of its Motion for Summary Judgment	10/31/2022	RA 557-564	8
The Thomas J. Harris Trust's Supplemental Brief to its Motion for Summary Judgment Addressing Fugitive Affidavits Filed by Petitioner Todd Robben	11/4/2022	RA 585-590	8
Thomas A. Harris's Response to Petition for Appointment of Successor Executor, Etc.	7/22/2021	RA 75-97	1
Transcript of January 6, 2023 Hearing	1/6/2023	RA 777-799	11
Verified Petition for Letters of Special Administration (NRS 140.010) and for Probate of Will and Issuance of Letters Testamentary (NRS 136.090)	3/10/2021	RA 43-57	1
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Todd Robben
In Pro per
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IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN RE: THE ESTATE OF THOMAS
JOSEPH HARRIS,

Deceased

CASE NO.: 2021 pb00034

DEPARTMENT: 1

**NOTICE OF MOTION FOR
CONTINUANCE AND MOTION FOR
CONTINUANCE**

This notice and motion for continuance is made by Todd C. Robben, the stepson of Thomas J. Harris. Todd C. Robben only recently learned of the death of Thomas J. Harris and Jeff D. Robben. This motion will be filed and made orally at the petition hearing on May 24th at 1:00pm in Department 1. This motion is made on the following points and authority.

MEMORANDUM OF POINTS AND AUTHORITY

Todd C. Robben was not notified of the death of Thomas J. Harris or Jeff D. Robben or any wills or trusts until the beginning on May 2022. Pursuant to local rule DCR 9 and NRS 155.160, Todd C. Robben objects to any final distribution and

1 requests a continuance to obtain counsel and file legal arguments and affidavits
2 showing Jeff D. Robben had undue influence over Thomas J. Harris to which let to the
3 disinheritance of Todd C. Robben in the last will and testament of Thomas J. Harris
4 and Thomas J. Harris trust.

5 There appears to be no affidavit and reason as to why Todd C. Robben was
6 disinherited. Nevada also mandate mandatory mediation pursuant to NRS 164.930.

7 In addition to undue influence, there appears to be fraud, embezzlement,
8 misappropriation and theft of assets and they manner of how the trust was managed.
9 See NRS 155.007 and NRCP Rule 60.

11 RELIEF REQUEST

13 Todd C. Robben objects to the final distribution and requests a continuance of
14 up to six months to obtain legal counsel and evidence.

17 Respectfully signed under penalty of perjury,

19 /s/ Todd Robben

20 05/23/2022

1 CASE NO.: 2021 PB00034

2 DEPT NO.: I

RECEIVED

JUN 22 2022

Douglas County
District Court Clerk

FILED

2022 JUN 22 AM 11:04

BOBBIE R. WILLIAMS
CLERK

M. CARNEY PUTY

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4
5 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF DOUGLAS
7

8 IN RE:

9 THE ESTATE OF THOMAS JOSEPH
HARRIS,

10 Deceased
11 _____/

12 **ORDER GRANTING PETITION TO CONFIRM FIRST AND FINAL**
13 **ACCOUNTING, REQUEST FOR FINAL DISTRIBUTION, AND REQUEST**
14 **FOR PAYMENT OF PROFESSIONAL'S FEES AND COSTS**

15 Tara M. Flanagan, in her capacity as the Court appointed Personal
16 Representative (aka "Successor Executor") of the Estate of Thomas Joseph Harris
17 (the "Estate"), by and through her counsel of record, F. McClure Wallace and Patrick
18 R. Millsap of Wallace & Millsap, has presented her Petition to Confirm First and
19 Final Accounting, Request for Final Distribution and Request for Payment of
20 Professional Fees and Costs (the "Petition").

21 The Court conducted a properly noticed hearing on the Petition on May 24,
22 2022. The Court received no objections to the Petition. However, also on or about
23 May 24, 2022, Mr. Todd Robben filed a *Notice of Motion for Continuance and Motion*
24 *for Continuance* requesting up to a six-month continuance of the matter. Based on
25 the presentations of Mr. Robben and Counsel for the Estate at the hearing, the Court
26 granted Mr. Robben a short extension to demonstrate a basis upon which he could
27 assert any standing in this matter, continuing the hearing on the Petition to June 21,
28 2022. Thereafter, Mr. Robben filed a *Request for Appointment of Counsel* on June 15,

1 2022. The Court then conducted a continued hearing for approval of the Petition on
2 June 21, 2022. Again, the Court received no objections to the Petition beyond the
3 filings and presentation of Mr. Robben. Counsel for the Estate argued in favor of
4 granting the Petition and presented legal arguments in opposition to Mr. Robben's
5 filings and oral presentation, namely that Mr. Robben is not an interested person in
6 this matter as defined by NRS 132.185, and as such lacks standing to object to the
7 Petition or be appointed counsel by the Court pursuant to NRS 136.200.

8 Having considered the Personal Representative's Petition, Mr. Todd Robben's
9 filings, and having heard the presentation of the Personal Representative by and
10 through her Counsel, as well as the presentation of Mr. Todd Robben, appearing in
11 *pro per*, the Court finds as follows:

12 **FINDINGS AND ORDER**

13 1. Thomas Joseph Harris (the "Decedent") died on December 30, 2019, as
14 a resident of Douglas County, Nevada.

15 2. The Decedent's death was caused by a motor vehicle accident in Washoe
16 County, Nevada on or about December 19, 2019. The Decedent was not at fault for
17 the motor vehicle accident.

18 3. The Last Will and Testament of Thomas Joseph Harris was duly lodged
19 with this Court on April 6, 2021.

20 4. The Decedent's Last Will and Testament is a pour over will, identifying
21 the Decedent's Trust as the beneficiary of his Will. The Decedent's Trust is The
22 Declaration of Trust Known as the Thomas J. Harris Trust, Dated June 12, 2019 (the
23 "Decedent's Trust" or the "Trust").

24 5. The Decedent's Last Will and Testament identified the following line of
25 Executors: Jeff Robben, Scott Barton, and Tara Flanagan.

26 6. On March 10, 2021, Scott Barton filed his *Verified Petition for Letters of*
27 *Special Administration (NRS 140.010) and for Probate of Will and Issuance of Letters*
28 *Testamentary (NRS 136.090)*. Mr. Barton was the appropriate individual to seek

1 appointment as the Personal Representative of the Estate because the first
2 nominated executor, Mr. Robben, had passed away on November 11, 2020.

3 7. On April 6, 2021, this Court entered its *Order Admitting Will to Probate*
4 *and Issuing Letters Testamentary* appointing Scott Barton to serve as the Personal
5 Representative of the Estate. Consistent with the Court's Order, Letters
6 Testamentary were issued to Scott Barton on April 22, 2021.

7 8. Upon information and belief, pursuant to his appointment as the
8 Estate's Personal Representative, Scott Barton began his efforts to administer the
9 Decedent's Estate. Namely for purposes of this Petition, Mr. Barton continued Mr.
10 Robben's previously initiated efforts to prosecute the wrongful death claims related
11 to the Decedent's death, including retaining Ms. Julie Throop, Esq. to represent the
12 Estate regarding the wrongful death of the Decedent.

13 9. By and through its retained litigation Counsel, the Estate was able to
14 reach a pre-litigation resolution of all claims regarding the wrongful death of the
15 Decedent, as discussed in greater detail below.

16 10. Thereafter, and before completing the negotiated settlement or gaining
17 Court approval of the settlement on behalf of the Estate, Scott Barton notified Tara
18 Flanagan he was resigning as the Personal Representative of the Estate.

19 11. Consistent with her nomination as the next named executor of the
20 Estate by the Decedent's Will, Ms. Flanagan filed her *Petition for Appointment of*
21 *Successor Executor and for Issuance of Letters Testamentary* on June 25, 2021.

22 12. On July 27, 2021, the Court entered its *Order Appointing Successor*
23 *Executor and Issuing Successor Letters Testamentary*, and on August 17, 2021, the
24 Court issued Letters Testamentary to Tara M. Flanagan.

25 13. Pursuant to her appointment as the Personal Representative of the
26 Estate, on August 30, 2021, Ms. Flanagan filed her Petition to Approve Settlement
27 (the "Petition"), seeking this Court's confirmation of the settlement negotiated by Mr.
28 Barton and Ms. Throop on behalf of the Estate regarding the Decedent's death, as

1 well as authorizing Ms. Flanagan, in her capacity as the Estate's Personal
2 Representative, to complete all remaining steps necessary to effectuate the
3 settlement for the benefit of the Estate.

4 14. Thereafter, the Court held a hearing on September 9, 2021 on the
5 Personal Representative's Petition. The hearing was attended by Thomas A. Harris,
6 Counsel for Mr. Thomas A. Harris, the Personal Representative, Counsel for the
7 Personal Representative, and the Estate's wrongful death Counsel, Julie Throop, Esq.
8 At the hearing the Judge heard from all Counsel regarding the issue of Ms. Throop's
9 attorney fees as raised by Mr. Thomas A. Harris by and through his Counsel. At the
10 conclusion of the hearing, Mr. Harris withdrew any objection he had previously
11 presented to Ms. Throop's fees incurred as wrongful death Counsel for the Estate. As
12 a result, there is no objection before the Court to the Petition to Approve the
13 Settlement filed by the Personal Representative, nor any objection to the settlement
14 placed before the Court for confirmation.

15 15. On September 9, 2021 the Court entered its *Order Granting Petition to*
16 *Approve Settlement.*

17 16. Pursuant to the Court's *Order Granting Petition to Approve Settlement*
18 Tara M. Flanagan, in her capacity as the Estate's Personal Representative, finalized
19 the settlement for the benefit of the Estate and deposited all settlement proceeds in
20 the Estate's bank account. The Court finds Ms. Flanagan's efforts in this regard to
21 have been dutifully and properly fulfilled.

22 17. On April 15, 2022, the Personal Representative filed the subject *Petition*
23 *to Confirm First and Final Accounting, Request for Final Distribution, and Request*
24 *for Payment of Professional's Fees and Costs.*

25 18. Shortly thereafter, the Estate's Inventory and Record of Value was
26 appropriately filed.

27 19. As reported in the Personal Representative's Petition, Notice to
28 Creditors was properly filed on April 22, 2021, and published in the Record Courier

1 on April 29, May 6, and May 13, 2021. Proof of Publication of the Notice to Creditors
2 was filed with the Court on May 20, 2021. No creditor's claims were filed against the
3 Estate.

4 20. All tax returns appropriately required of the Decedent have been filed.
5 A final estate tax return will be filed. There is no known liability due on this return.

6 21. The Administrator has received no other communication or inquiry from
7 any other taxing authority or any other claimant.

8 22. The acts of the Tara Flanagan, in her capacity as the Successor
9 Executor, are ordinary, necessary, and reasonable without exception.

10 23. After all administrative expenses, legal expenses, and claims have been
11 paid, all remaining assets, including any after discovered assets, will be distributed
12 to the Estate's sole beneficiary, the Thomas J. Harris Trust, dated June 12, 2019.

13 24. The time necessary for the Successor Executor to complete the tasks
14 required of her has been ordinary, necessary, and reasonable.

15 25. The gross value of the Estate for computing the Petitioner's Commission
16 is \$620,000.00.

17 26. Pursuant to NRS 150.020, the Petitioner is entitled to \$13,550.00 in
18 ordinary compensation.

19 27. Counsel has rendered valuable services to the Petitioner.

20 28. The rates charged by Wallace & Millsap LLC are ordinary, necessary,
21 and reasonable.

22 29. The services performed by Wallace & Millsap LLC are appropriate,
23 necessary, and reasonable without exception.

24 30. Wallace & Millsap LLC has requested the sum \$20,638.00 in attorney's
25 fees.

26 31. Wallace & Millsap LLC has requested the sum of \$994.78 for costs
27 advanced.

28 32. Finally, upon thorough review by this court, including review of Mr.

1 Robben's written filings and hearing Mr. Robben's oral presentation at both the May
2 24, 2022 hearing as well as the June 21, 2022 continued hearing, the Court
3 determines Mr. Robben is not an "interested person" in this Estate as defined by NRS
4 132.185, and as such has no standing to object to the Petition, be appointed Counsel,
5 or otherwise appear in this proceeding. Specifically, the Court heard from Mr.
6 Robben, and after giving him additional time, Mr. Robben was unable to present any
7 legal basis or admissible evidence to potentially allow a determination he is an
8 interested person in this Estate. Therefore, Mr. Todd Robben is not an interest
9 person to this Estate, and as such has no standing to oppose or object to the Petition,
10 or to otherwise appear in these proceedings.

11
12 **WHEREFORE**, as a result of the foregoing, considering the *Petition to*
13 *Confirm First and Final Accounting, Request for Final Distribution, and Request for*
14 *Payment of Professional's Fees and Costs* filed by the Personal Representative,
15 considering Mr. Todd Robben's *Notice of Motion for Continuance and Motion for*
16 *Continuance*, and hearing the presentation of Counsel and Mr. Robben, the Court
17 having good cause **ORDERS** as follows:

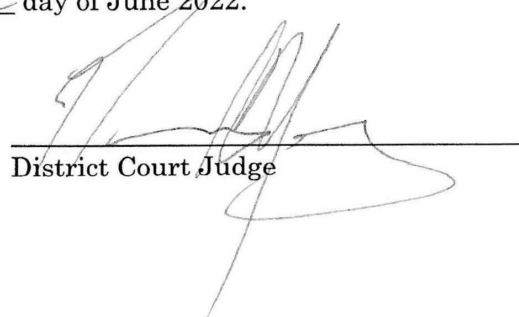
- 18 A. The First and Final Accounting of the Estate is approved without
19 exception.
- 20 B. The acts of the Personal Representative with respect to the
21 administration of the Estate are confirmed without exception
- 22 C. It was proper to generally administer this Estate.
- 23 D. There were no known prior distributions.
- 24 E. The Personal Representative's requested ordinary fees and costs are
25 necessary and reasonable in all respects.
- 26 F. The Personal Representative is authorized and directed to pay herself
27 \$13,550.00 in ordinary fees.
- 28

- 1 G. All actions and services rendered by Counsel for the Personal
2 Representative were reasonable and appropriate.
- 3 H. Counsel for the Personal Representative's requested fees and costs were
4 necessary and reasonable in all respects.
- 5 I. The Personal Representative is authorized and directed to pay the law
6 firm of Wallace & Millsap LLC, the sum of \$20,638.00 as compensation
7 for legal services rendered, and to be rendered by said attorney and
8 paralegal for the benefit of the Estate.
- 9 J. The Personal Representative is authorized and directed to pay the law
10 firm of Wallace & Millsap LLC, the sum of \$994.78 for costs advanced
11 and to be advanced in this Estate, for a total payment of fees and costs
12 in the amount of \$21,632.78.
- 13 K. The Personal Representative is authorized and directed to holdback
14 \$5,000.00 for completion of all the Estate's tax needs, including paying
15 the final accounting fees of the Estate.
- 16 L. After all administrative expenses and professional fees are paid, the
17 Personal Representative is authorized and directed to distribute the
18 Estate's remaining assets, including any after discovered assets to The
19 Declaration of Trust Known as the Thomas J. Harris Trust, Dated June
20 12, 2019, by and through Tara Flanagan as Successor Trustee.
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1 M. The Personal Representative shall complete any and all remaining task
2 necessary to complete the administration of this Estate, at which time
3 the Executor shall request her discharge from this Court.

4 N. Mr. Todd Robben is not an interested person in this matter, has no
5 standing in the proceedings, and as such his Request for Appointment
6 of Counsel is denied.
7

8
9 IT IS SO ORDERED this 22 day of June 2022.

10
11 
12 District Court Judge

13 Submitted by:

14
15 WALLACE & MILLSAP

16 /s / F. McClure Wallace

17 F. MCCLURE WALLACE, ESQ.

18 State Bar No. 10264

19 PATRICK R. MILLSAP, ESQ.

20 State Bar No. 12043

21 WALLACE & MILLSAP LLC

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24 (775) 683-9599 Telephone

25 (775) 683-9597 Fax

26 Attorneys for Petitioner
27
28

1 and Olga Harris Living Trust incorrectly claimed evidence and sworn testimony
2 concerning the existence of the Olga & Thomas Trust was hearsay despite Nevada
3 hearsay law NRS §§ 51 and controlling case law to support .

4 Petitioner further moves the court reconsider its decision not to appoint counsel
5 when, as a matter of law, Petitioner's "statutory rights" as stated by the Nevada
6 Supreme Court mandate the court to appoint counsel. The State Bar of Nevada has a
7 pro bono program for indigent people and the Nevada Supreme Court and State
8 Legislature can provide this court with guidance as to funding any non pro bono
9 appointed counsel. It was not the responsibility of this Plaintiff to inform the court of
10 payment options.

11 The Petitioner was not provided fair notice pursuant to Nevada Ninth District
12 Court Rule 6 and an opportunity to research and argue the issues not related to
13 Petitioner's request for counsel. The hearing went from the court denying appointed
14 counsel because of a lack of funding and then delved into the motion of opposing
15 counsel, F. McClure Wallace challenging standing and "interested person". The
16 Petitioner requests clarification from the court since it appears the "interested person"
17 was not answered by the court, or properly understood by the Petitioner.

18 The Petitioner requests clarification as to the courts orders in the Thomas J.
19 Harris trust case vs. Thomas J. Harris trust the estate case to which the Petitioner
20 may petitioner to probate or dissolve the Thomas J. Harris trust.

21 The Petitioner requests the court to take notice and judicial notice of the
22 attached March 6, 2020 letter from Abigail G. Stephenson, Esq. from Blanchard,
23 Krasner & French acknowledging the existence of the August 26, 1998 trust known as
24 the Thomas Joseph and Olga Harris Living Trust. Please see EXHIBIT A.

25 Petitioner requests a stay of any final distribution of the Thomas J. Harris trust
26 pending this decision – and any subsequent notice of appeal, appeal or petitioner for
27 writ of mandamus/prohibition against this District Court judge. Additionally, Petitioner
28

1 reserves his rights to file legal claims and liens against the Thomas J. Harris trust, its
2 administrators and legal counsel.

3 This motion is made on the following points and authorities.

4 5 MEMORANDUM OF POINTS AND AUTHORITIES

6 7 I. INTRODUCTION

8
9 A Motion to Reconsider may be made pursuant to Nevada Ninth District Court
10 Rule 6(h)¹ or NRCP 50(b), 52(b), 59, or 60. Petitioner requests an urgent response
11 and any hearing set within ten days in order to preserve any tolling for notice of appeal
12 and to rectify the matter before seeking a writ of mandamus/prohibition from the
13 Nevada Supreme Court.

14 This Petitioner has both property rights and Constitutional rights to due-process
15 (including "substantive" due-process) and equal protection of the laws pursuant to
16 both U.S. Constitution Fourteenth Amendment and Nevada Constitution Article I,
17 Section 1 & 8(2). "The Federal and Nevada Constitutions provide that no person shall
18 be deprived of life, liberty, or *property* without due process of law. Essentially, "the
19 State owes to each individual that process which, in light of the values of a free
20 society, can be characterized as due." ***Substantive due process ensures that state***
21 ***action is not random and unpredictable; it restricts the government's ability to***

23
24 ¹ The rehearing of motions must be done in conformity with DCR 13. A party seeking
25 reconsideration of a ruling of the court, other than an order that may be addressed by
26 motion pursuant to NRCP 50(b), 52(b), 59, or 60, must file a motion for such relief within
27 twenty (20) days after entry of the order or judgment, unless the time is shortened or
28 enlarged by written order. A motion for rehearing or reconsideration must be served,
noticed, filed, and heard as any other motion. A motion for rehearing may not toll the period
for filing a notice of appeal from a final order or judgment.

1 interfere with a person's life, liberty, or property. *Kirkpatrick v. Dist. Ct.*, 43 P. 3d
2 998 – Nev. Supreme Court 2002. (Emphasis added by Petitioner).

3 For the purpose of the equal protection clause of U.S. Fourteenth Amendment,
4 the Petitioner is in a class of indigent litigant and also a class-of-one.

5 Additionally, the Revised Nevada Code Of Judicial Conduct Rule 2.6. Ensuring
6 the Right to Be Heard states **“(A) A judge shall accord to every person who has a
7 legal interest in a proceeding, or that person's lawyer, the right to be heard
8 according to law.”**

9 10 II. PETITIONER HAS STANDING AS AN “INTERESTED PERSON”

11 According to NRS 137.010 (1), “the attorney general *or any interested person,*
12 *including a devisee under a former will,* may contest the will by filing written grounds of
13 opposition to the probate thereof at any time before the hearing of the petition for
14 probate.”

15 Pursuant to NRS 132.185 defines an “interested person” as, “a person whose
16 right or interest under an estate or trust may be materially affected by a decision of a
17 fiduciary or a decision of the court.” according to this definition, an interested party
18 could be a: *child, spouse, heir, devisee, creditor, settlor, beneficiary, or anyone else*
19 *who has a right or claim against the estate.*

20 The Petitioner is indeed an interested person to the Thomas J. Harris Trust
21 pursuant NRS 137.010(1) and NRS 132.185.

22 The Petitioner doesn't even need to prove the existence or contents of the
23 former Thomas Joseph and Olga Harris Living Trust to render the current Thomas J.
24 Harris Trust null & void based on a prima facie case of presumed undue influence
25 based on the undisputed facts that Jeff D. Robben, the brother of the Petitioner, was
26 1: The caretaker of Thomas J. Harris; 2: The Financial advisor for Thomas J. Harris; 3:
27

1 Helped create the current Thomas J. Harris trust; 4. Had "undue influence" and
2 "presumed undue influence" of Thomas J. Harris; 5: Jeff D. Robben influenced
3 Thomas J. Harris to disinherit based on the animus and vexation of Jeff D. Robben.

4 "A rebuttable presumption of undue influence is raised if the testator and the
5 beneficiary shared a fiduciary relationship, but undue influence may also be proved
6 without raising this presumption." *In re Estate of Bethurem*, 313 P. 3d 237, 241 (2013),
7 at 329. "The essence of a fiduciary or confidential relationship is that the parties do not
8 deal on equal terms, since the person in whom trust and confidence is reposed and
9 who accepts that trust and confidence is in a superior position to exert unique
10 influence over the dependent party." *Hoopes v. Hammargren*, 725 P. 2d 238, 242
11 (1986) quoting *Barbara A. v. John G.*, 145 Cal.App.3d 369, 193 Cal.Rptr. 422, 432
12 (1983). "Once raised, a beneficiary may rebut such a presumption by clear and
13 convincing evidence." *Betherum*, at 241.

14 If it turns out the Thomas Joseph and Olga Harris Living Trust is lost or
15 destroyed, the Petitioner can produce two witnesses, Todd C. Robben and Stephen J.
16 Robben to attest to the existence and contents of the Thomas Joseph and Olga Harris
17 Living Trust. A third witness may include Abigail G. Stephenson, Esq. since the
18 Thomas Joseph and Olga Harris Living Trust was addressed by Abigail G.
19 Stephenson, Esq. dated March 6, 2020 from Blanchard, Krasner & French
20 acknowledging the existence of the August 26, 1998 trust known as the Thomas
21 Joseph and Olga Harris Living Trust. Please see EXHIBIT A

22 Further research will determine if a copy of the Thomas Joseph and Olga
23 Harris Living Trust exists. If not, Petitioner can produce two witnesses, Todd C.
24 Robben and Stephen J. Robben to attest to the existence and contents of the Thomas
25 Joseph and Olga Harris Living Trust pursuant to [1] NRS 136.240(3) which provides:
26 No will shall be allowed to be proved as a lost or destroyed will unless the same shall
27 be proved to have been in existence at the death of the person whose will it is claimed
28

1 to be, or be shown to have been fraudulently destroyed in the lifetime of such person,
2 nor unless its provisions shall be clearly and distinctly proved by at least two credible
3 witnesses.

4 Todd C. Robben and Stephen J. Robben could have attested under oath that
5 Olga Harris, the mother of Petitioner Todd C. Robben spoke of the will/trust several
6 times, including Petitioner's wedding day. The beneficiaries included Thomas J.
7 Harris's son Todd Harris, note Thomas A. Harris was *not* a beneficiary and
8 disinherited; Olga Harris's sons Jeff D. Robben and Todd C. Robben. Each was to
9 receive one third.

10 If the court decides otherwise, the case goes to probate with only two
11 remaining blood hairs, Thomas. A. Harris and Petitioner, Todd C. Robben.

12 This Petitioner has stated and will state again in simple terms that he desires a
13 situation either by settlement, or court order, to remedy the matter to include the
14 Petitioner into to trust with a reasonable percentage and to include a full accounting of
15 any and all assets, money, expenses, etc. A complete transparent paper trail of the
16 money trail. Where are the contents of the missing safe deposit box addressed as
17 "Exhibit "A" to Declaration of Trust by Thomas J. Harris". See EXHIBIT B.

18
19 **1. Safe Deposit Box:** All of Trustor's right, title and interest in and to all
20 contents in the safe deposit box located at Wells Fargo Bank in Carson
21 City, NV, branch office, including but not limited to cash, bonds, stock,
22 securities, and tangible property therein.

23 **2. Bank Accounts:** All cash, bonds, stock, securities and other property
24 held with Wells Fargo Bank, including but not limited to account
25 #####1233.

26 **3. All Other Personal Property:** All of Trustor's right, title, and interest
27 subject to all liabilities attached thereto in all automobiles, boats, airplanes,
28 vehicles, trailers, silverware, chinaware, wine, books, pictures, paintings,
assets in digital form for which Trustor is the owner or author, including

1 without limitation, lists of passwords, user account information, social
2 media sites, blogs, e-books, and other Web-hoster materials, all digital
3 albums and videos, websites on which Trustor conducts business
4 transactions, and all other personal property (together with any insurance
5 on such property) now owned or acquired later during Trustor's lifetime.

6 It is undisputed that the house in Minden, Nevada on Pebble Beach Court was
7 transferred into the name of Jeff D. Robben and/or Jeff D. Robben Trust or sub trust.
8 Said house of Thomas J. Harris was worth approximately \$450,000.00 dollars and the
9 money should be put back into the Thomas J. Harris Trust to be distributed to the
10 beneficiaries. There are questions as to another home on April Drive in South Lake
11 Tahoe worth approximately \$1, 500,000.00 dollars that should have been in the
12 Thomas J. Harris trust.

13 This Petitioner believes the estate and trust value of the Thomas J. Harris Trust
14 is grossly undervalued because of the fraud and theft that has occurred to transfer
15 assets into other accounts to defraud the Thomas J. Harris beneficiaries of millions of
16 dollars when just the two homes are added back in addition to the missing contents on
17 the safe deposit box. Furthermore, Petitioner must see all insurance (death and life
18 insurance payouts), Pension and 401K information in addition to at least the least
19 twenty years of IRS and state tax returns.

20 21 III. NRS 136.200 IS A "STATUTORY RIGHT"

22
23 The judge has abused his discretion and makes an error of the law when
24 Nevada Supreme Court has identified NRS 136.200 as a "statutory right" to court
25 appointment of counsel. **"there is no statutory right to appointment of counsel for
26 appellate review in this type of civil case as there is in criminal cases and other
27**

1 types of civil cases. ...NRS 136.200" Casper v. Huber, 456 P. 2d 436 – Nev:
2 Supreme Court 1969.

3 The State Bar of Nevada has a pro bono program for indigent people² and the
4 Nevada Supreme Court and State Legislature can provide this court with guidance as
5 to funding any non pro bono appointed counsel. It was not the responsibility of this
6 Plaintiff to inform the court of payment options.

7 The Revised Nevada Code Of Judicial Conduct Rule 3.7. comments state:

8
9 **[5] In addition to appointing lawyers to serve as counsel for indigent**
10 **parties** in individual cases, a judge may promote broader access to justice
11 by encouraging lawyers to participate in pro bono public legal services, if
12 in doing so the judge does not employ coercion, or abuse the prestige of
13 judicial office.

14 This Petitioner was given a month to obtain counsel by the judge. Unable to
15 secure counsel, this indigent Petitioner requested the appointment of counsel from the
16 court.

17 On June 21, 2022 the judge claimed there was no money and asked the
18 Petitioner to propose a solution to which the Petitioner stated funds can be deducted
19 from the trust and/or any recovery/settlement. The court/judge had a duty to inquire
20 with the State Bar of Nevada and its Pro Bono programs. The Court could have
21 inquired with the Nevada Supreme Court and perhaps the State Legislature for the
22 funding of indigent litigants programs. It's not the Petitioner's responsibility to perform
23 the job functions of the court.

24 As the June 21, 2022 hearing was about Petitioner obtaining counsel, the court
25 then proceeded into an unnoticed motion by opposing counsel, F. McClure Wallace
26 challenging standing and "interested person". Said unnoticed motion violates Nevada
27 Ninth District Court Rule 6 and the due-process rights of the Petitioner pursuant to

28
29 ² <https://nvbar.org/for-the-public/pro-bono-for-the-public/>

1 both U.S. Constitution Fourteenth Amendment and Nevada Constitution Article I,
2 Section 1 & 8(2).

3 Here, F. McClure Wallace and judge Nathan Tod Young conspire to
4 discriminate and exploit this indigent Petitioner, who's been molested and denied his
5 statutory right to counsel, with an unnoticed motion and no way to properly argue, in
6 writing with research, citations to statutes and caselaw.

7 Judge Nathan Tod Young was not acting as a judge, he was actively arguing
8 for opposing counsel over the admissibility of non hearsay evidence!!! Judge Nathan
9 Tod Young was an active participant and co-counsel to F. McClure Wallace as an
10 adversary to the Petitioner instead of a fair, neutral, impartial & unbiased decision
11 maker in this kangaroo court.

12 Additionally, the demeanor and temperament on top of the flagrant State and
13 Federal Constitutional and State law violation, Judge Nathan Tod Young runs afoul to
14 numerous Judicial Canons including Revised Nevada Code Of Judicial Conduct Rule
15 2.6. Ensuring the Right to Be Heard states **“(A) A judge shall accord to every**
16 **person who has a legal interest in a proceeding, or that person's lawyer, the**
17 **right to be heard according to law.”**

18 19 IV. REFUSAL TO FILE AND ACCEPT NON HEARSAY EVIDENCE

20
21 Judge Nathan Tod Young's refusal to accept non hearsay relevant evidence
22 and sworn testimony from the Petitioner and his witnesses on June 21, 2022 is an
23 unconscionable violation of due-process of U.S. 14th Amend. & Nev. Const. Art. 1, Sec
24 1 & 8(2) and NRS 51.035 “The statement is one made by a witness while testifying at
25 the trial or hearing.”

26 NRS 48.015 “Relevant evidence” defined. As used in this chapter, “relevant
27 evidence” means evidence having any tendency to make the existence of any fact that
28

1 is of consequence to the determination of the action more or less probable than it
2 would be without the evidence. Also see NRS 48.025:
3

4 Relevant evidence generally admissible; irrelevant evidence inadmissible:
5

- 6 1. All relevant evidence is admissible, except:
 - 7 (a) As otherwise provided by this title;
 - 8 (b) As limited by the Constitution of the United States or of the State
9 of Nevada; or
 - 10 (c) Where a statute limits the review of an administrative
11 determination to the record made or evidence offered before that
12 tribunal.
- 13 2. Evidence which is not relevant is not admissible.

14 On June 22, 2022 this Petitioner was denied by Judge Young the ability to
15 email the evidence to Judicial Assistant – Kelly Wagstaff: kwagstaff@douglas.nv.gov
16 or other court clerk, and/or share the screen for an in-camera display of the
17 confidential evidence.

18 The relevant material evidence proffered by the Petitioner was not, and is not,
19 "hearsay" as wrongfully stated by Judge Nathan Tod Young and supported by Nevada
20 statute NRS §§ 51 and controlling case law.

21 NRS 51.035 "Hearsay" defined. "Hearsay" means a statement offered
22 in evidence to prove the truth of the matter asserted unless:

- 23 1. The statement is one made by a witness while testifying at
24 the trial or hearing;
- 25 2. The declarant testifies at the trial or hearing and is subject to
26 cross-examination concerning the statement, and the
27 statement is:
 - 28 (a) Inconsistent with the declarant's testimony;

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- (b) Consistent with the declarant's testimony and offered to rebut an express or implied charge against the declarant of recent fabrication or improper influence or motive;
 - (c) One of identification of a person made soon after perceiving the person; or
 - (d) A transcript of testimony given under oath at a trial or hearing or before a grand jury; or

3. The statement is offered against a party and is:

- (a) The party's own statement, in either the party's individual or a representative capacity;
- (b) A statement of which the party has manifested adoption or belief in its truth;
- (c) A statement by a person authorized by the party to make a statement concerning the subject;
- (d) A statement by the party's agent or servant concerning a matter within the scope of the party's agency or employment, made before the termination of the relationship; or
- (e) A statement by a coconspirator of a party during the course and in furtherance of the conspiracy.

Even if the Petitioner is wrong, the evidence of the Thomas Joseph and Olga Harris Living Trust is exempt from Nevada hearsay law pursuant to the following statutes:

NRS 51.075 General exception; other exceptions illustrative.

1. A statement is not excluded by the hearsay rule if its nature and the special circumstances under which it was made offer assurances of accuracy not likely to be enhanced by calling the declarant as a witness, even though the declarant is available.

NRS 51.105 Then existing mental, emotional or physical condition.

1 1. A statement of the declarant's then existing state of mind,
2 emotion, sensation or physical condition, such as intent, plan, motive,
3 design, mental feeling, pain and bodily health, is not inadmissible under
the hearsay rule.

4 2. A statement of memory or belief to prove the fact remembered or
5 believed is inadmissible under the hearsay rule unless it relates to the
6 execution, revocation, identification or terms of declarant's will.

7 NRS51.135 Record of regularly conducted activity. A memorandum,
8 report, record or compilation of data, in any form, of acts, events,
9 conditions, opinions or diagnoses, made at or near the time by, or from
10 information transmitted by, a person with knowledge, all in the course of a
11 regularly conducted activity, as shown by the testimony or affidavit of the
custodian or other qualified person, is not inadmissible under the hearsay
12 rule unless the source of information or the method or circumstances of
preparation indicate lack of trustworthiness.

13 NRS51.215 Records of documents affecting interest in property. The
14 record of a document purporting to establish or affect an interest in
15 property, as proof of the content of the original recorded document and its
16 execution and delivery by each person by whom it purports to have been
executed, is not inadmissible under the hearsay rule if the record is a
record of a public office and an applicable statute authorized the recording
of documents of that kind in that office.

17 NRS51.225 Statement in document affecting interest in property. A
18 statement contained in a document purporting to establish or affect an
19 interest in property is not inadmissible under the hearsay rule if the matter
20 stated was relevant to the purpose of the document, unless dealings with
the property since the document was made have been inconsistent with
21 the truth of the statement or the purport of the document.

22 NRS51.235 Statements in ancient documents. Statements in a
23 document more than 20 years old whose authenticity is established are
not inadmissible under the hearsay rule.

24 NRS 51.315 General exception; other exceptions illustrative.

25 1. A statement is not excluded by the hearsay rule if:

26 (a) Its nature and the special circumstances under which it was made
27 offer strong assurances of accuracy; and
28

1
2 (b) The declarant is unavailable as a witness.

3 2. The provisions of NRS 51.325 to 51.355, inclusive, are illustrative
4 and not restrictive of the exception provided by this section.

5 In this case, the Petitioner has a letter from Abigail G. Stephenson, Esq. dated
6 March 6, 2020 from Blanchard, Krasner & French acknowledging the existence of the
7 August 26, 1998 trust known as the Thomas Joseph and Olga Harris Living Trust.
8 Please see EXHIBIT A.

9 Ms. Stephenson is a witness and a lawyer and officer of the court. As a
10 declarant was unavailable as a witness pursuant to NRS 51.075 and NRS
11 51.315(1)(a)(b).

12 **V. CONCLUSION**

13
14 The must order a stay of the final distribution and have a hearing on this matter.
15 The court must understand this is a very contentious case and this Petitioner has done
16 everything possible to resolve this matter of millions of dollars stolen from the Thomas
17 J. Harris Trust and the presumed undue influence of Jeff D. Robben to defraud his
18 brother, Petitioner Todd C. Robben out of his fair share of the family inheritance ...The
19 Petitioner has pursued this in a non-violent fashion using this legal system and will
20 continue to do so using all available resources including any appeal or writ of
21 mandamus/prohibition, commercial and common law liens and salvage liens against
22 the Thomas J. Harris Trust and its legal counsel.

23 This Petitioner also has the right to protest and file complaints with the State
24 Bar and Judicial Ethics Commissions for violations of judicial ethics against anyone
25 involved in this case, including the Trust Administrator, Tara Flanagan who happens to
26 be a California Superior Court judge acting in violation of various ethical canons. This
27 Petitioner also has a First Amendment right to protest anyone involved in this case
28

1 with "The World's Largest Crime Scene Tape" in front of their courthouse, including
2 Tara Flanagan. The Petitioner enjoys his First Amendment rights to go to the press
3 with stories about corruption in this case and create his own websites informing the
4 voters of the corruption in Alameda County, Cal. ...and Douglas County, Nevada.

5 Perhaps Judge Nathan Tod Young should set aside his
6 decision/order/judgment from June 21, 2022 on his own accord and transfer the case
7 to Department II. This Petitioner reserves his right to Petition for the Thomas J. Harris
8 Trust to be declared null & void in another filing to which he can file a peremptory
9 challenge against Judge Nathan Tod Young. Petitioner also reserves his right to sue
10 the Jeff D. Robben Trust for breach-of-contract and other claims.

11 For the duration of this legal matter, Petitioner will communicate only with F.
12 McClure Wallace and not Tara Flanagan.

13 Petitioner swears to the authenticity of Exhibits A, B & C are attached as
14 follows:

15 EXHIBIT A: March 6, 2020 letter from Abigail G. Stephenson, Esq. from
16 Blanchard, Krasner & French acknowledging the existence of the
17 August 26, 1998 trust known as the Thomas Joseph and Olga
Harris Living Trust.

18 EXHIBIT B: Declaration of Thomas J. Harris Safe Depot Box, Bank Accounts.

19
20 EXHIBIT C: Complete texts of exhibits A & B.

21
22 Respectfully signed under penalty of perjury,

23 

24
25 /s/ Todd Robben

26
27 06/22/2022

CERTIFICATE OF MAILING

I, Stephen James Robben, declare under penalty of perjury under the law of the State of Nevada that the following is true and correct copy of the filed document. That on June 22, 2022, service of the document was made pursuant to NRCP 5(b) by depositing a email to: F. McClure Wallace, counsel for Respondent, mcclure@wallacemillsap.com

DATED this 22 day of June, 2022

Submitted By: /s/ Stephen James Robben

EXHIBIT A:

EXHIBIT A:

BLANCHARD, KRASNER & FRENCH

A PROFESSIONAL LAW CORPORATION

ABIGAIL G. STEPHENSON, ESQ.

TELEPHONE (775) 384-0022
FACSIMILE (775) 236-0901
E-MAIL: astephen@bkfllaw.com
WEB: <http://www.bkfllaw.com>

ADMITTED IN
California and Nevada

5470 KIETZE LANE, SUITE 200
RENO, NEVADA 89511

ALAN W. FRENCH
(Deceased)

March 6, 2020

VIA U.S. PRIORITY MAIL/DELIVERY CONFIRMATION REQUESTED

Mr. Thomas Anthony Harris
P.O. Box 364
Santa Cruz, CA 95061

Re: Estate and Trust of Thomas J. Harris
Our File No.: 8269-020

Dear Mr. Harris:

Please accept our condolences on the death of Thomas J. Harris ("Thomas"). As you may know, Thomas' wife Olga Harris predeceased him on March 23, 2019. As part of Thomas' and Olga's estate plan, they created a trust known as the Thomas Joseph and Olga Harris Living Trust dated August 26, 1998 (the "Thomas and Olga Harris Trust"). After Olga's death, Thomas terminated the Thomas and Olga Harris Trust, and established a new living trust called the Thomas J. Harris Trust on June 12, 2019. All of the remaining property of the Thomas and Olga Harris Trust was transferred to the Thomas J. Harris Trust (hereafter, the "Trust") on June 12, 2019. A copy of the Trust which includes all of the terms of the Trust as they pertain to you is enclosed for your information. Also enclosed is a copy of Thomas' Last Will and Testament naming the Trust as the sole beneficiary of his Estate, and a Trustee's Notice pursuant to Nevada Revised Statutes § 164.021. The purpose of this letter is to make you aware of the existence of the Trust, the specific gift intended for you from the Trust, and to explain briefly the process of trust administration.

Under NRS Section 164.021, a Trustee may serve a notification to beneficiaries, heirs, or other interested persons when a trust becomes irrevocable by reason of the death of the person who created the trust (the "settlor" or "trustor"). You are receiving the enclosed notice because Thomas, either personally or in honor of Olga (or both), named you as a beneficiary of the Trust.

Pursuant to Paragraph A-4(a) of the Trust, the specific gift intended for you from the Trust is seventeen and one-half percent (17.5%) of the remaining Trust property after paying all of Thomas' just debts, medical expenses, taxes, and other costs of administration of his Estate and the Trust. *Please bear in mind distribution of this gift is subject to availability of funds after all such expenses have been ascertained and satisfied.*

Jeff D. Robben ("Jeff") is the successor trustee of the Trust. As Trustee, Jeff has authority to manage the Trust, make investment decisions, distribute property, and otherwise deal with the Trust's property in accordance with the terms of the Trust. The Trustee is also responsible for keeping financial records and filing tax returns for the Trust. Jeff is working diligently to satisfy the terms of the Trust. These efforts generally take several months or even years before a trust is

in a position to distribute property to its beneficiaries. Please be patient as this work is being done. *To assist the Trustee in fulfilling his duties, please complete the enclosed IRS Form W-9 and return it to the undersigned in the postage-paid envelope provided.*

The Trust's property consists mainly of the Trust's beneficial interest in an annuity. At this time, I am unable to provide you an estimate of the funds you may receive from the residual Trust estate. Paragraph B-42 of Schedule B of the Trust provides, "The Trustee shall account to the beneficiaries periodically and, if requested by a beneficiary, at least annually." Please take note the Trustee intends to provide the first accounting to the beneficiaries in January 2021, for the period commencing with Thomas' date of death on December 30, 2019 (the date upon which Jeff became the Trustee), and ending December 30, 2020. The Trustee would like you to be aware that each beneficiary of the Trust will receive a Schedule K-1 commencing with tax year 2020, which will be prepared by the Trust's CPA and mailed directly to the beneficiaries, and which you will, in turn, need to provide to your own tax professionals for your own income tax returns.

The law firm of Blanchard, Krasner & French, APC, represents the Trustee and not the beneficiaries. Thus, we cannot give you legal advice concerning your interest as a beneficiary. If you have any questions concerning your rights and interests with respect to the Trust, please consult your own attorney.

Sincerely,



Abigail G. Stephenson, Esq.
for Blanchard, Krasner & French

AGS:mew
Enclosures
cc: Jeff D. Robben, Trustee

EXHIBIT B:

EXHIBIT B:

EXHIBIT "A"
TO
DECLARATION OF TRUST

I, THOMAS JOSEPH HARRIS, as Trustor and Trustee, declare the following property is my separate property, is hereby assigned to this trust, and shall constitute the property of the THOMAS J. HARRIS TRUST:

1. Safe Deposit Box:

All of Trustor's right, title and interest in and to all contents in the safe deposit box located at Wells Fargo Bank, in the Carson City, NV, branch office, including but not limited to cash, bonds, stock, securities, and tangible property therein.

2. Bank Accounts:

All cash, bonds, stock, securities, and other property held with Wells Fargo Bank, including but not limited to account [REDACTED] 1233.

3. All Other Personal Property:

All of Trustor's right, title, and interest subject to all liabilities attached thereto in all automobiles, boats, airplanes, vehicles, trailers, silverware, chinaware, wine, books, pictures, paintings, works of art, household furniture and furnishings, clothing, jewelry, pets, assets in digital form for which Trustor is the owner or author, including without limitation, lists of passwords, user account information, social media sites, blogs, e-books, and other Web-hosted materials, all digital albums and videos, websites on which Trustor conducts business transactions, and all other personal property (together with any insurance on such property) now owned or acquired later during Trustor's lifetime.


THOMAS JOSEPH HARRIS, Trustor and Trustee

EXHIBIT C:

EXHIBIT C:

NOTIFICATION BY TRUSTEE UNDER
NEVADA REVISED STATUTES SECTION 164.021

Pursuant to Nevada law, you are hereby provided with notice of the following information regarding the Thomas J. Harris Trust (the "Trust"):

1. The name of the Trustor of the Trust is: Thomas Joseph Harris.
2. The Trust was created on June 12, 2019; and it was neither amended nor revoked prior to Thomas J. Harris' date of death on December 30, 2019.
3. The name, address, and telephone number of the duly appointed and acting successor Trustee of the Trust is:

Jeff Dewey Robben
1051 Pebble Beach Court
Minden, NV 89423
Tel. (775) 790-4744

Please address correspondence relating to the Trust to the Trustee's attorneys at the following address:

Blanchard, Krasner & French
c/o Abigail G. Stephenson, Esq.
5470 Kietze Lane, Suite 200
Reno, NV 89511
Tel: (775) 384-0022
Fax: (775) 236-0901

4. The principal place of administration of the Trust is:

1051 Pebble Beach Court
Minden, NV 89423
5. Pursuant to NRS Section 164.021(2)(e), the Trustee has enclosed for your information a redacted copy of the entire Trust instrument, which includes all provisions of the Trust pertaining to your interest in the Trust. The unredacted terms are the only terms which you are entitled to receive.

WARNING: YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU.

Date: March 3rd, 2020



Jeff Dewey Robben, Trustee

BLANCHARD, KRASNER & FRENCH

A PROFESSIONAL LAW CORPORATION

ABIGAIL G. STEPHENSON, ESQ.

TELEPHONE: (775) 384-0022
FACSIMILE: (775) 236-0901
E-MAIL: astephenso@bkflaw.com
WEB: <http://www.bkflaw.com>

5470 KIETZE LANE, SUITE 200
RENO, NEVADA 89511

ALAN W. FRENCH
(Deceased)

ADMITTED IN:
California and Nevada

March 6, 2020

VIA U.S. PRIORITY MAIL/DELIVERY CONFIRMATION REQUESTED

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P.O. Box 364
Santa Cruz, CA 95061

Re: Estate and Trust of Thomas J. Harris
Our File No.: 8269-020

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Please accept our condolences on the death of Thomas J. Harris ("Thomas"). As you may know, Thomas' wife Olga Harris predeceased him on March 23, 2019. As part of Thomas' and Olga's estate plan, they created a trust known as the Thomas Joseph and Olga Harris Living Trust dated August 26, 1998 (the "Thomas and Olga Harris Trust"). After Olga's death, Thomas terminated the Thomas and Olga Harris Trust, and established a new living trust called the Thomas J. Harris Trust on June 12, 2019. All of the remaining property of the Thomas and Olga Harris Trust was transferred to the Thomas J. Harris Trust (hereafter, the "Trust") on June 12, 2019. A copy of the Trust which includes all of the terms of the Trust as they pertain to you is enclosed for your information. Also enclosed is a copy of Thomas' Last Will and Testament naming the Trust as the sole beneficiary of his Estate, and a Trustee's Notice pursuant to Nevada Revised Statutes § 164.021. The purpose of this letter is to make you aware of the existence of the Trust, the specific gift intended for you from the Trust, and to explain briefly the process of trust administration.

Under NRS Section 164.021, a Trustee may serve a notification to beneficiaries, heirs, or other interested persons when a trust becomes irrevocable by reason of the death of the person who created the trust (the "settlor" or "trustor"). You are receiving the enclosed notice because Thomas, either personally or in honor of Olga (or both), named you as a beneficiary of the Trust.

Pursuant to Paragraph A-4(a) of the Trust, the specific gift intended for you from the Trust is seventeen and one-half percent (17.5%) of the remaining Trust property after paying all of Thomas' just debts, medical expenses, taxes, and other costs of administration of his Estate and the Trust. *Please bear in mind distribution of this gift is subject to availability of funds after all such expenses have been ascertained and satisfied.*

Jeff D. Robben ("Jeff") is the successor trustee of the Trust. As Trustee, Jeff has authority to manage the Trust, make investment decisions, distribute property, and otherwise deal with the Trust's property in accordance with the terms of the Trust. The Trustee is also responsible for keeping financial records and filing tax returns for the Trust. Jeff is working diligently to satisfy the terms of the Trust. These efforts generally take several months or even years before a trust is

in a position to distribute property to its beneficiaries. Please be patient as this work is being done. *To assist the Trustee in fulfilling his duties, please complete the enclosed IRS Form W-9 and return it to the undersigned in the postage-paid envelope provided.*

The Trust's property consists mainly of the Trust's beneficial interest in an annuity. At this time, I am unable to provide you an estimate of the funds you may receive from the residual Trust estate. Paragraph B-42 of Schedule B of the Trust provides, "The Trustee shall account to the beneficiaries periodically and, if requested by a beneficiary, at least annually." Please take note the Trustee intends to provide the first accounting to the beneficiaries in January 2021, for the period commencing with Thomas' date of death on December 30, 2019 (the date upon which Jeff became the Trustee), and ending December 30, 2020. The Trustee would like you to be aware that each beneficiary of the Trust will receive a Schedule K-1 commencing with tax year 2020, which will be prepared by the Trust's CPA and mailed directly to the beneficiaries, and which you will, in turn, need to provide to your own tax professionals for your own income tax returns.

The law firm of Blanchard, Krasner & French, APC, represents the Trustee and not the beneficiaries. Thus, we cannot give you legal advice concerning your interest as a beneficiary. If you have any questions concerning your rights and interests with respect to the Trust, please consult your own attorney.

Sincerely,



Abigail G. Stephenson, Esq.
for Blanchard, Krasner & French

AGS:mew
Enclosures
cc: Jeff D. Robben, Trustee

LAST WILL AND TESTAMENT

OF

THOMAS JOSEPH HARRIS

I, THOMAS JOSEPH HARRIS, being of sound mind and memory, declare this to be my Will, and I revoke all other Wills and Codicils previously made by me.

ARTICLE ONE: DECLARATIONS

1.1 Family Declarations. I am a widower, formerly married to OLGA HARRIS (deceased March 23, 2019). I was previously married to MARLENE HARRIS (deceased April 22, 1972), and have two (2) adult children of my first marriage whose names and dates of birth are:

THOMAS ANTHONY HARRIS, born August 20, 1958; and
TODD EDWARD HARRIS, born May 15, 1960 (deceased with no children).

I have two (2) adult stepchildren from my marriage to OLGA HARRIS (aka OLGA ROBBEN), whose names and dates of birth are:

JEFF DEWEY ROBBEN, born September 12, 1964; and
TODD CHRISTIAN ROBBEN, born April 16, 1969.

No other child has ever been born to or adopted by me.

1.2 Declaration of Citizenship. I am a citizen of the United States of America.

1.3 Declaration of Testamentary Intent. I want this Will to dispose of all property and assets I am entitled to dispose of by Will. This Will is not an exercise of any power of appointment retained by me or granted to me by Will or trust instrument.

ARTICLE TWO: DISPOSITION OF ESTATE

2.1 Gift to Trust. Except as otherwise provided herein, I give my entire estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST, established under Declaration of Trust dated June 12, 2019 (the "THOMAS J. HARRIS TRUST"), of which I am the Trustor and the initial Trustee. My estate shall be held, administered and distributed as provided in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.2 Tangible Personal Property. I give all of my jewelry, clothing, household furniture and furnishings, personal automobiles and other tangible articles of a personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will or in any other

manner, together with any insurance on the property, to the Trustee of the THOMAS J. HARRIS TRUST, to be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms.

2.3 Residue. I give the residue of my estate, including all lapsed and failed legacies and devises, to the Trustee of the THOMAS J. HARRIS TRUST. The residue of my estate shall be held, administered and distributed as provided for in the THOMAS J. HARRIS TRUST, as it may be amended according to its terms. Should the THOMAS J. HARRIS TRUST not exist or be determined to be invalid, the residue of my estate shall be administered pursuant to the terms of the THOMAS J. HARRIS TRUST as last amended immediately prior to its non-existence or determination of invalidity. If for any reason the disposition made in this Section 2.3 is not operative or is invalid, or if the trust referred to in this Section 2.3 has failed or has been revoked, then I hereby incorporate herein by reference the terms of the above-described instrument on the date of the execution of this Will, without giving effect to any subsequent amendments thereto; and I give the residue of my estate to the Trustee(s) named therein for said trust, in trust, to be held, administered, and distributed as therein provided.

ARTICLE THREE: DEATH TAXES AND EXPENSES

3.1 Death Taxes. All Death Taxes attributable to assets in my probate estate shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

3.2 Other Expenses. All debts, funeral, and administrative expenses shall be charged and paid as provided in the THOMAS J. HARRIS TRUST.

ARTICLE FOUR: NOMINATION OF EXECUTOR

4.1 Nomination of Executor. I nominate the following in the indicated order of priority as the Executor of this Will:

- 1st: JEFF D. ROBBEN;
- 2nd: SCOTT BARTON;
- 3rd: TARA FLANAGAN;
- 4th: LAURIE DUNN.

Vacancies in the executorship shall be filled by following the above order of priority. The term "Executor" herein shall include any personal representative or representatives of my estate.

4.2 No Bond Required. I direct that no bond shall be required of any individual Executor appointed in accordance with this Article, whether such person acts alone or as a Co-Executor.

ARTICLE FIVE: EXECUTOR'S POWERS

5.1 General Powers. My Executor shall have all powers now or hereafter conferred upon executors by law. Additionally, I specifically authorize my Executor to lease, encumber or sell assets of my estate, and to hold, manage and operate any asset or business belonging to my estate, at the risk of my estate as a whole. My Executor may exercise these powers even though my Executor, in his or her individual capacity, has an interest as a partner, shareholder, creditor or otherwise in any such asset or business. My Executor is also authorized to borrow funds and to invest my estate's assets as my Executor deems proper, exercising the judgment and care that persons of prudence, discretion and intelligence would exercise under the circumstances then prevailing in regard to the permanent disposition of their assets, considering probable income and safety of their capital. My Executor may prosecute, defend, contest or otherwise litigate legal actions or other proceedings for the protection or benefit of the estate; pay, compromise, release, adjust, or submit to arbitration any debt, claim or controversy; and insure the estate against any risk, and the Executor against any liability with respect to third persons. My Executor may employ and compensate from the estate accountants, lawyers, investment and tax advisors, agents, and others to aid or assist in the management, administration and protection of the estate.

5.2 GST Exemption. I authorize my Executor to allocate or not allocate my Generation-Skipping Transfer ("GST") Tax exemption, in whole or in part, pursuant to section 2631(a) of the Internal Revenue Code of 1986, as it may be amended from time to time, or pursuant to the provisions of any federal or state statute of similar import that may be in force at the time of my death, to any property with respect to which I am the transferor—including, without limitation, any property transferred by me during my life as to which I did not make such an allocation—as my Executor shall determine, without any obligation to make such allocation equally or pro rata to such property.

5.3 Distribution Powers. Whenever my Executor is required, pursuant to the provisions of this Will, to divide the assets in my estate into shares for the purpose of distribution, my Executor may, in my Executor's discretion, make the division and distribution in undivided interests, in kind, or partly in money and partly in kind, prorata or nonprorata. My Executor may sell such assets as my Executor deems proper to make the division or distribution.

ARTICLE SIX: GENERAL PROVISIONS

6.1 Disinheritance Clause. Except as otherwise provided for in this Will, I have intentionally failed to provide for my heirs, specifically including but not limited to any former spouse (or estate of a deceased former spouse), my stepson, TODD C. ROBBEN, and any child, stepchild, foster child, grandchild or other heir of mine not mentioned by name or provided for in this Will.

6.2 No-Contest Clause. If any devisee, legatee or heir of mine, or any person claiming under any of them, (i) contests this Will, (ii) institutes any legal proceeding that attacks or seeks to impair or invalidate any of the provisions of this Will or the distribution of my estate according to this Will, (iii) seeks to obtain an adjudication in any court challenging a transfer of property concerning any trust established under this document on the grounds it was not the transferor's property at the time of the transfer, or (iv) conspires with or voluntarily assists

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anyone attempting to do any of the things just mentioned, I disinherit that person and all gifts, legacies and devises given to him or her under this Will shall be forfeited and shall augment proportionately the shares of my estate going under this Will to those devisees and legatees of mine who did not participate in such acts or proceedings. If all of my devisees and legatees participate in such acts or proceedings, I give my entire estate to my heirs as determined under Nevada's laws of intestate succession, excluding all contestants and persons conspiring with or voluntarily assisting them.

6.3 No Interest. No interest shall be paid on any cash gift or bequest under this Will.

6.4 Definitions. As used in this Will, unless the context clearly indicates otherwise:

"Child" or "Children" includes any child born to or adopted by me as a minor child after I signed this Will.

"Code" refers to the Internal Revenue Code of 1986, as amended, and its successors. References to a specific section of the Code include future amendments, and successors, to it.

"Death Taxes" includes all federal or state estate, inheritance, or other succession taxes payable because of my death, but does not include (i) any federal or state generation-skipping transfer taxes or (ii) any additional tax that may be assessed under Code section 2032A(c).

"Executor" includes Co-Executor.

"Will" includes any Codicil to it.

6.5 Gender and Number. The masculine, feminine and neuter gender, and the singular and plural number, each include the other(s), unless the context indicates otherwise.

6.6 Headings. The headings in this Will are for convenience only and do not in any way limit or amplify the terms of the Will.

6.7 No Contracts. I have not entered into any contract to make wills nor any contract not to revoke a will.

SIGNATURE

This Will is signed by me on June 12, 2019, at Reno, Nevada.


THOMAS JOSEPH HARRIS

ATTESTATION

On this date, THOMAS JOSEPH HARRIS signed this document and declared it to be his Will, in our presence; and we, at his request and in his presence, and in the presence of each other, signed as witnesses below. Each of us observed the signing of this Will by THOMAS JOSEPH HARRIS 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 a competent witness and resides at the address set forth below. We are acquainted with THOMAS JOSEPH HARRIS, and he is now more than eighteen (18) years of age. To the best of our knowledge, THOMAS JOSEPH HARRIS is of sound mind at this time and is not acting under duress, menace, fraud, misrepresentation or undue influence.

Each of us declares under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct, and that each of us signed below on June 12, 2019, at Reno, Nevada.

Margie L. Stephen
Witness 1

Residing at 10325 Culiaca Pass Trl.

Reno, NV 89521

S. Bull
Witness 2

Residing at 950 Arrow Creek Pkwy #10602

Reno, NV 89511

Stanley
Witness 3

Residing at 895 Pinebrook Road

Reno NV 89509

NEVADA REVISED STATUTE 133.050 AFFIDAVIT

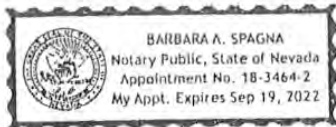
STATE OF NEVADA)
) ss.
WASHOE COUNTY)

THEN AND THERE personally appeared Abigail Stephenson,
Stephanie Small, and Steven Silva, who do
hereby swear, under penalty of perjury, that the assertions of this affidavit are true:

That they witnessed the execution of the foregoing Will of the Testator, THOMAS JOSEPH HARRIS; that the Testator subscribed the Will and declared it to be his Last Will and Testament in their presence; and that they thereafter subscribed the Will as witnesses in the presence of the Testator and in the presence of each other and at the request of the Testator; and that the Testator at the time of the execution of the Will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the Testator.

Abigail Stephenson
Witness 1
Stephanie Small
Witness 2
Steven Silva
Witness 3

On June 12, 2019, personally appeared before me, a notary public, the above individuals, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument, who acknowledged that they executed the above instrument.



Barbara A. Spagna
NOTARY PUBLIC

DECLARATION OF TRUST
KNOWN AS THE
THOMAS J. HARRIS TRUST,
DATED JUNE 12, 2019

This DECLARATION OF TRUST is entered into this 12th day of June, 2019, by THOMAS JOSEPH HARRIS as Trustor, and delivered to and received by THOMAS JOSEPH HARRIS as Trustee.

TRUST ASSETS

THOMAS JOSEPH HARRIS ("Trustor") hereby declares he as Trustee ("Trustee") now holds in trust the property and assets described in Exhibit "A" attached hereto and all other property hereafter received. The interest now and hereafter received by the Trustee in such property, together with all property now or hereafter subject to this trust, shall constitute the trust estate of the THOMAS J. HARRIS TRUST, which is the trust established under this document, and shall be held, managed, and distributed as hereinafter provided.

All property and assets now or hereafter transferred into this trust shall be held by the Trustee in the following manner:

THOMAS JOSEPH HARRIS, AS TRUSTEE OF THE THOMAS J.
HARRIS TRUST, U/D/T (UNDER DECLARATION OF TRUST)
DATED JUNE 12, 2019, WHEREIN THOMAS JOSEPH HARRIS IS
TRUSTOR, OR ANY SUCCESSOR TRUSTEE THEREUNDER.

TRUST DISTRIBUTION

The Trustee shall apply and distribute the net income and principal of the trust established under this document as set forth in the attached Schedule A, which is incorporated herein by this reference.

TRUST ADMINISTRATION

The Trustor, the Trustee(s), and the beneficiaries of each trust established under this document shall have the powers, rights, duties, and obligations (and are subject to all the provisions) set forth in the attached Schedules B and C, which are incorporated herein by this reference.

SUCCESSOR TRUSTEES

If the original Trustee fails, ceases, or otherwise is unable to serve, the following individuals are nominated to serve as the successor Trustee of all trusts created hereunder, in the order of priority indicated: (1) JEFF DEWEY ROBBEN; (2) SCOTT BARTON; (3) TARA FLANAGAN; (4) LAURIE DUNN. Thereafter, whenever there is a vacancy in the trusteeship of any trust established under this document, a majority of the adult beneficiaries then entitled to

receive income of the Trust may nominate and appoint a successor trustee. If a majority of the adult beneficiaries then entitled to receive income of the Trust are unwilling or unable to appoint a successor trustee, or if for any other reason there is ever a complete vacancy in the trusteeship of any trust established under this document, the successor trustee shall be the person or institution (or both) appointed by a court of competent jurisdiction.

Any designation of a successor trustee may be, or may include, the person making the designation. Any designation of a successor trustee must be set forth in a document signed by the person making the designation and delivered to the trustee, if there is one, or otherwise delivered to the next successor trustee. If more than one such designation is made, the one made nearest to the creation of the vacancy to be filled shall control.

Despite the foregoing, while Trustor is living, the Trustor may appoint an additional person(s) or institution, or both, as a Co-Trustee or successor Trustee or Co-Trustee of any trust established under this document. Such appointment must be made by giving written notice of the appointment to each Trustee then serving. In addition, the Trustor may remove any additional Co-Trustee he so appointed. Such removal must be made by giving written notice of the removal to each Trustee serving at the time of such removal.

Whenever an individual or corporation is acting as sole Trustee, whether pending appointment of a Co-Trustee or otherwise, such Trustee shall have full powers with respect to the management, investment and distribution of the trust estate, including final distribution of the trust estate upon the trust's termination.

SIGNATURE

As the Trustor and initial Trustee, I have signed this Declaration of Trust on June 12, 2019, at Reno, Nevada.


THOMAS JOSEPH HARRIS

NOTARY ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On June 12, 2019, before me, Barbara A. Spagna, Notary Public, personally appeared **THOMAS JOSEPH HARRIS**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Barbara A. Spagna
Signature of Notary



EXHIBIT "A"
TO
DECLARATION OF TRUST

I, THOMAS JOSEPH HARRIS, as Trustor and Trustee, declare the following property is my separate property, is hereby assigned to this trust, and shall constitute the property of the THOMAS J. HARRIS TRUST:

1. Safe Deposit Box:

All of Trustor's right, title and interest in and to all contents in the safe deposit box located at Wells Fargo Bank, in the Carson City, NV, branch office, including but not limited to cash, bonds, stock, securities, and tangible property therein.

2. Bank Accounts:

All cash, bonds, stock, securities, and other property held with Wells Fargo Bank, including but not limited to account [REDACTED] 1233.

3. All Other Personal Property:

All of Trustor's right, title, and interest subject to all liabilities attached thereto in all automobiles, boats, airplanes, vehicles, trailers, silverware, chinaware, wine, books, pictures, paintings, works of art, household furniture and furnishings, clothing, jewelry, pets, assets in digital form for which Trustor is the owner or author, including without limitation, lists of passwords, user account information, social media sites, blogs, e-books, and other Web-hosted materials, all digital albums and videos, websites on which Trustor conducts business transactions, and all other personal property (together with any insurance on such property) now owned or acquired later during Trustor's lifetime.


THOMAS JOSEPH HARRIS, Trustor and Trustee

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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

SCHEDULE A

DISTRIBUTION OF TRUST

The Trustee shall apply and distribute the net income and principal of the trusts created under this document as follows:

A-1. Income Distribution. To the extent income is distributable, net income shall be distributed in monthly or other convenient installments, but at least annually, to or for the benefit of the person or persons entitled to receive such net income.

A-2. Distributions During Life of Trustor. During the life of the Trustor, the Trustee shall pay the net income of the trust estate to Trustor or pursuant to Trustor's written directions which are delivered to Trustee, from time to time. In addition, Trustee shall pay to Trustor or pursuant to the directions of Trustor as much of the principal of the trust estate as Trustor may direct in a writing that is delivered to Trustee. Notwithstanding the foregoing, while the Trustor is living and serving as Trustee, oral instructions or requests are sufficient. For such periods as Trustee determines that Trustor is physically or mentally unable to direct Trustee, Trustee shall pay to or for the benefit of Trustor as much of the net income and principal of the trust estate as Trustee in Trustee's discretion deems reasonably necessary for the comfortable support, health, and welfare of Trustor. Such discretion shall be liberally applied with a view to maintain the lifestyle of the Trustor existing at the time he became physically or mentally unable to direct the Trustee. Any net income not distributed during such periods shall be accumulated and added to the principal of the trust estate.

A-3. Payments at Death of Trustor. Upon the death of the Trustor, the Trustee may pay out of income or principal (other than principal from any qualified plan or individual retirement account, unless such payments are made before September 30 of the year after the death of the Trustor, in which case, principal from any qualified plan or individual retirement account may be used) any part or all of the tax and other expenses as set forth in Paragraph C-1 of Schedule C of this Trust that are attributable to the trust estate of the THOMAS J. HARRIS TRUST, to the extent these obligations are not paid or responsibility for their payment assumed by some other person or estate.

A-4. Specific Gifts Following the Trustor's Death. After the Trustor's death, and after making any payments required by the preceding paragraphs, the Trustee shall divide, allocate and distribute the remaining trust estate as set forth below, outright and free of trust except where otherwise specified:

a. Seventeen and One-Half Percent (17.5%) to my son, THOMAS ANTHONY HARRIS, if he is then living. If THOMAS ANTHONY HARRIS predeceases all or any portion of this gift, such gift shall lapse and fail in its entirety, and shall be added to and augment the trust estate, to be distributed pursuant to Paragraph A-4(dd) below;

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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

dd. Any lapsed gift for a designated beneficiary in Paragraphs A-4(a) through (cc) above who predeceases distribution (a "Lapsed Gift") shall be added to and augment pro rata the gifts for the then living beneficiaries designated in Paragraphs A-4(a)-(cc) above. Any Lapsed Gift(s) which cannot be distributed under the foregoing terms shall be distributed under the contingent disposition provisions in Paragraph A-6 below.

A-5. Distribution of Personal Effects. Despite any contrary provision of this document, following the Trustor's death if the Trustee holds or receives any automobile, boat, household furniture, works of art, collections, furnishings, clothing, jewelry, coins, silver, books, or other effects of a personal nature, the Trustee shall distribute such property to (or hold it for the use of) JEFF D. ROBBEN and THOMAS ANTHONY HARRIS, in equal shares as they may agree or as the Trustee shall determine if they cannot agree (or all to the survivor of them, if only one is then living). If both JEFF D. ROBBEN and THOMAS ANTHONY HARRIS predecease or disclaim any one or more of items of Trustor's tangible personal property, this gift shall lapse and fail in its entirety, and the Trustee may liquidate the personal effects, insofar as practical, and the net proceeds shall be added to and augment the remaining trust estate for distribution pursuant to

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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

Paragraph A-4 above. If any effect of a personal nature is not saleable or is of nominal value, in the Trustee's sole and absolute discretion, the Trustee may donate, give to any named beneficiary under Paragraph A-4 of this Trust, or abandon such item(s) of property, as the Trustee deems best.

A-6. Contingent Disposition. Any portion of the trust not disposed of pursuant to the foregoing provisions shall be distributed outright and free of trust among the then-living beneficiaries designated in Paragraphs A-4(a) through A-4(cc) of this Trust, in the proportions stated therein. Any portion of the trust not disposed of pursuant to the foregoing provisions shall be distributed outright and free of trust to the Trustor's legal heirs, excluding TODD C. ROBBEN, as a remainder interest and not by way of reversion. The identity and respective shares of those heirs shall be determined in all respects as though the death of the Trustor had occurred immediately following the happening of the event requiring that distribution, and according to Nevada's laws of intestate succession then in force relating to the succession of separate property not received from a previously deceased spouse, parent or grandparent. The identity and the respective shares of those heirs shall be determined by the Trustee, and those determinations shall be conclusive on all heirs and other persons interested in the trust. The Trustee shall not be liable for any errors or omissions in making those determinations.

A-7. Definition of Education. Whenever provision is made in this trust for payment for the education of a beneficiary, the term "education" shall be construed to include education at a private primary or secondary institution, and vocational, college and postgraduate study, so long as pursued to advantage by the beneficiary as a full-time student at an institution of the choice of the beneficiary. In determining payments to be made for such education, Trustee shall take into consideration the beneficiary's related living expenses, if any, to the extent that they are reasonable. The term "education" shall also be construed to include athletic, musical, artistic or other special activities so long as seriously pursued to advantage by the beneficiary in a recognized program of the choice of the beneficiary.

A-8. Spendthrift Provision. No interest in the principal or income of this Trust shall be anticipated, assigned, encumbered, or subjected to a creditor's claim or other legal process, including bankruptcy, before actual receipt by the beneficiaries. If the creditor or bankruptcy trustee of any beneficiary who is entitled to any distribution from this Trust attempts by any means to subject to the satisfaction of such creditor's or bankruptcy claim that beneficiary's interest in any distribution, then notwithstanding any other provisions in this instrument, until the release of the writ of attachment or garnishment or termination of such other legal process, the distribution set aside for such beneficiary shall be disposed of as follows:

(a) Distributions Limited to Health, Education, Maintenance, or Support: The Trustee shall pay to or apply for the benefit of such beneficiary all sums the Trustee determines to be necessary for the reasonable health, education, maintenance, or support of the beneficiary according to his or her accustomed mode of life; and

(b) Remainder Added to Principal: The portion of the distribution the Trustee determines to exceed the amount for the support, maintenance, health, or education shall instead in the Trustee's discretion either be added to and become principal in whole or in part or be paid to or applied for the benefit of the other beneficiary then entitled to receive payments from any trust established under this instrument, in proportion to their respective interests in the trust estate.

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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

A-9. Release of Powers. Notwithstanding the spendthrift provision contained in the immediately preceding Paragraph or any other language in this Declaration of Trust, any power created by this Declaration of Trust may be disclaimed, released or restricted in scope, whether that power is expressly granted in this Declaration of Trust or is implied by law. Any such power may be released to the extent and in the manner prescribed by Nevada Revised Statutes 120.100–120.350 (the Uniform Disclaimer of Property Interests Act) as it exists at the time that this trust is executed. Any disclaimed or released power shall pass to and be exercised by the independent individual or corporate trustee next appointed herein.

A-10. The Trustee May Terminate Trust. If after the death of the Trustor, in the Trustee's discretion, the Trustee determines the total value of the property held in trust pursuant to this instrument is sufficiently small that the administration thereof is no longer economically desirable, the cost of administration is disproportionate to the value of the assets, or the continuation of the trust is no longer in the best interests of all of the current and future beneficiaries of the trust, the Trustee may terminate such trust. Upon termination as herein provided, the Trustee shall distribute the property of that trust to the person or persons who are then entitled to receive the income from that trust in the proportion that such persons are then entitled to receive the income, insofar as such distribution is specified in the trust, otherwise the Trustee shall distribute such trust equally to such persons.

A-11. Maximum Duration of Trust. The trusts created hereunder shall be perpetual to the fullest extent permitted by Nevada law. If any trust created hereunder is deemed to be subject to the law of a jurisdiction that has a rule against perpetuities or similar rule which limits the period during which property can be held in trust, then such trust (other than a trust created by the exercise of a general power of appointment, as defined in §2041 of the Internal Revenue Code conferred hereunder which exercise commences a new rule against perpetuities period under the law of such jurisdiction) shall terminate in all events upon the expiration of the longest period that property may be held in trust under this Trust under the law of such jurisdiction (including any applicable period in gross, such as 21 years, 90 years or 365 years); provided, however, that if the jurisdiction has a rule against perpetuities or similar rule which applies only to certain types of property, such as real property, the provisions of this Paragraph shall apply only to such property. Upon such termination, the balance of any trust so terminated shall be distributed to the income beneficiaries of that trust who are then living in the proportions in which they are, at the time of termination, entitled to receive income. However, if the rights to income are not then fixed by the terms of that trust, distribution under this Paragraph shall be made, by right of representation, to such issue of the Trustor's who are then living and are entitled or authorized in Trustee's discretion to receive income payments, or, if there are no such issue of the Trustor, in equal shares to those beneficiaries who are then entitled or authorized in Trustee's discretion to receive trust payments.

A-12. Disinheritance Clause. Except as otherwise provided in this Trust, the Trustor has intentionally and with full knowledge failed to provide for the Trustor's heirs, specifically including but not limited to any former spouse (or estate of a deceased former spouse), Trustor's stepson, TODD CHRISTIAN ROBBEN, and all legal and alleged heirs, children, stepchildren, adopted children, parents, foster parents, and all persons of any degree of relationship whatsoever, including said individuals who are not in being at the date of execution of this Trust or who are adopted by the Trustor after this Trust is executed.

[END OF SCHEDULE A]

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Declaration of Trust: The Thomas J. Harris Trust dated June 12, 2019

SCHEDULE B

POWERS AND GENERAL PROVISIONS

The Trustor, the Trustee and the beneficiaries of each trust established under this document shall have the following powers, rights and duties, in addition to any now or hereafter conferred by law, and are subject to the following provisions:

B-1. Investment Directions from Trustor.

(a) While the Trustor is living, the Trustor shall have the right at any time to direct the Trustee to retain, sell, exchange or lease any asset of the trust; to invest and/or deposit funds of the trust; or to purchase any asset the Trustor may designate and that is acceptable to the Trustee. Upon receiving such a direction, the Trustee must comply with it, and the Trustee shall have no liability to any beneficiary for the consequences of complying with that direction. In the absence of such directions, the Trustee shall have full power and authority to invest and reinvest the trust's assets.

(b) During the legally declared or medically certified disability of the Trustor, or during such time as the Trustee determines, in the Trustee's sole discretion, that the Trustor is unable to exercise such investment rights because of physical incapacity or for any other reason, the Trustee shall have and exercise full powers and duties of management. Upon such a disability of the Trustor, and whenever the Trustor is not a Trustee, the Trustee is requested, when it is practical, to consult with the Trustor concerning the retention, sale, exchange, lease or other investment of the trust's assets. The Trustee is requested to give consideration to the Trustor's recommendations relating to such matters, without, however, being required to follow such recommendations.

B-2. General Management Powers.

- (a) Regarding the trust or any of its assets, the Trustee shall have the power:
- (i) to hold undivided interests in the same property;
 - (ii) to sell, convey, exchange, partition, convert, improve, repair, manage, operate or control;
 - (iii) to lease for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil or other minerals;
 - (iv) to enter into community oil leases;
 - (v) to carry insurance of such kind and in such amounts as the Trustee deems advisable, at the expense of the trust;
 - (vi) to pay, compromise or settle by arbitration, compromise or otherwise any claim against or in favor of the trust;

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(vii) to release, in whole or in part, any claim belonging to the trust to the extent the Trustee, in the Trustee's discretion, deems it uncollectible;

(viii) to commence, compromise or defend litigation with respect to the trust or any of its assets as the Trustee, in the Trustee's discretion, deems advisable, at the expense of the trust;

(ix) to invest and/or deposit and reinvest in such assets as the Trustee, in the Trustee's discretion, deems advisable, whether or not permitted by law for the investment of trust funds, including, but not limited to, general or limited partnership interests, mineral interests, mutual funds, promissory notes (secured by deeds of trust or mortgages, or unsecured), encumbered or unencumbered real property, or interests in any common trust fund administered by the Trustee solely for the investment of trust assets;

(x) to grant an option involving the disposition of an asset or a lease or to take an option for the acquisition of an asset or a lease;

(xi) to make ordinary or extraordinary repairs or alterations in buildings or other trust assets; to demolish any improvement; and to raze existing or erect new party walls or buildings;

(xii) to purchase or otherwise acquire unproductive property; provided, however, that any current income beneficiary by written instrument delivered to the Trustees shall have the right to direct the Trustees to convert any non-income producing property, held in the individual beneficiary's share, to income-producing property, and the Trustees shall comply with such direction within a reasonable time after it is received;

(xiii) to subdivide or develop real estate; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; and to dedicate land, or interests in land (such as easements), to public use without consideration; and

(xiv) to effect incorporation, dissolution, or other change in the form of organization of a business or enterprise; to form partnerships and limited liability companies; and to establish trusts.

(b) The Trustee may exercise the foregoing powers upon such terms and in such manner as the Trustee, in the Trustee's discretion, deems advisable. The enumeration of the foregoing powers of the Trustee shall not limit the Trustee's general or implied powers. Subject always to the discharge of the Trustee's fiduciary obligations, the Trustee shall have all of the rights, powers and privileges that an owner of the trust's assets would have. The Trustee may also continue to exercise any power or discretion for a reasonable period after the termination of the trust, but only for so long as no law relating to perpetuities would be violated.

B-3. Access, Use and Control of Digital Assets and Media. The Trustee shall have the power to access, use, hold and control any asset held by any kind of computing or digital storage device or that is otherwise in digital form, in which the Trustor is the owner or the author,

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including without limitation lists of passwords; user account information; social media sites; blogs, e-books, and other Web-hosted materials; all digital albums and videos; and websites on which the Trustor conducts business transactions. The Trustor hereby authorizes any person or entity that possesses or controls any electronically stored information, or that provides to the Trustor an electronic communication service, to divulge to the Trustee any electronically stored information or any record or other information pertaining to the Trustor. This authorization is to be construed as the lawful consent of each Trustor to all such access or disclosure under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and any other applicable state or federal data privacy law, as such laws may be amended. The Trustee is authorized to employ any consultants or agents to advise or assist the Trustee in decrypting any encrypted electronically stored information of the Trustor, or in bypassing, resetting, or recovering any password or other kind of authentication; and the Trustor hereby authorizes the Trustee to take any of the foregoing actions to access: (1) any kind of computing device of the Trustor; (2) any kind of data storage device or medium of the Trustor; (3) any electronically stored information of the Trustor; and (4) any user account of the Trustor. The terms used in this Paragraph are to be construed as broadly as possible, including as contemplated in the Uniform Fiduciaries Access to Digital Assets Act, and any other applicable state or federal data privacy law, as such laws may be amended. The term "user account" includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.

B-4. Election of Directors. The Trustee may elect one or more of the individual Trustees to the Board of Directors or similar governing body of any corporation or organization in which the trust has an interest. Any Trustee may serve as a director, trustee, officer, employee, partner, manager, trustee or agent of such a corporation or organization, and, in addition to his or her compensation as the Trustee, may retain all compensation received for such services without accounting to the trust. The Trustee may obtain liability insurance for the Trustee's services as such an officer or director and may pay the premiums on such insurance from the trust. Such premium payments shall not reduce the compensation otherwise payable to the Trustee.

B-5. Trustee's Conflicts of Interest.

(a) The Trustee may exercise all of the rights and powers accorded the Trustee by law, or by the provisions of this document, with respect to shares of stock, corporate obligations, partnership interests and other assets that are a part of, or that may become a part of, the trust, regardless of any interest the Trustee (or the Trustees, if there is more than one), either individually or as a fiduciary of any estate or trust, may have in such assets. Without limiting the generality of the foregoing, the Trustee may exercise such powers even if the Trustee (or any Trustee) may, at the time of such exercise, be an officer, director, partner, manager, member, employee or shareholder of any corporation or other entity, the securities of which are a part of the trust, or an Executor, Administrator, Conservator, Guardian or Trustee of an estate or trust having an interest in any such corporation or other entity.

(b) No individual Trustee shall be liable because of the investment of his or her own assets, or the assets of others for which he or she may have investment responsibility, in common with the assets of the trust, nor shall any such investment made on behalf of the trust be void or voidable by any person.

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(c) Each individual Trustee may act individually as a partner (limited or general), director, officer, manager, member or employee of any partnership, corporation or other business organization in which the trust has an interest. In addition to his or her compensation as the Trustee, an individual Trustee may receive from such business organization compensation for his or her services, without accounting to the trust.

(d) The selection of the Trustee (including the successor Trustees and the method of their selection) was made with full knowledge that the situations mentioned in the proceeding subparagraphs of this Paragraph might arise and, accordingly, no Trustee shall be subject to surcharge or any other claim by or on behalf of anyone who may be interested in the trust arising out of, or claimed to arise out of, any possible conflict of interest based upon the interest of any Trustee (either individually or as a fiduciary of any estate or trust) in any asset that is, or may become, a part of the trust.

(e) The preceding subparagraphs of this Paragraph shall be liberally construed to the end that any Trustee (as an individual or as a fiduciary of any other estate or trust) may deal with himself (or herself or itself, as the case may be) as a Trustee of the trust in matters pertaining to any asset that is, or may become, a part of the trust as if such Trustee were a stranger to the trust.

B-6. Money Market Funds. The Trustee may invest in so-called "money market" funds. For the sole purpose of making such an investment, the Trustee may affect short sales and buy on margin and may pledge any security of the trust, whether held by the Trustee or in a margin account with a securities broker, as security for loans and advances made to the Trustee. The Trustee may execute such agreements and other documents, including margin and securities lending agreements, that may be required by securities brokerage firms in connection with any investment in a "money market" fund.

B-7. Retention of Assets. The Trustee may retain in the trust, for such time as the Trustee deems proper, any asset received by the Trustee. The Trustee may also operate at the risk of the trust any asset or business received by the Trustee, and the profits and losses from it shall inure to (or be chargeable against the trust as a whole and not to the Trustee. The foregoing applies to any asset or business, whether received during the lifetime of the Trustor or on or after the death of the Trustor, or purchased by the Trustee pursuant to the directions of the Trustor, and whether or not such asset or business is of the character permitted by law for the investment of trust funds. The foregoing provisions specifically apply to shares of any corporate Trustee's own stock.

B-8. Residence of the Trustor. If a residence, or any interest in a residence, is ever held as part of the trust, the Trustor may reside in such residence without being required to pay rent. The Trustee shall pay all of the taxes, insurance, mortgage, maintenance, repairs or other capital expenditures, and other expenses in connection with that residence, or any other residence subsequently obtained.

(a) Upon the request of the Trustor, or if the Trustee determines that (i) the retention of such residence results in a burden on the trust that is economically unfeasible, or (ii) that another residence would be more suitable, the Trustee may sell, lease, or otherwise dispose of such residence. Unless such a sale, lease or other disposition was at the request of the Trustor, the Trustee should obtain the consent of the Trustor before making the sale, lease, or other

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disposition. However, if the Trustor cannot give such consent, the Trustee may act without first obtaining it. Upon any such sale, lease, or other disposition, the Trustee may buy, lease, or otherwise acquire a new residence.

(b) The Trustee may sell the interest of the trust in any residence to any beneficiary of the Trust at its then current market value, despite the fact such beneficiary may be a Trustee of the trust.

(c) For purposes of this Paragraph, "residence" includes both a primary residence and a secondary residence, such as a vacation residence.

B-9. Securities. Regarding securities, the Trustee shall have all of the rights, powers and privileges of any owner, including without limitation the power to give proxies, pay calls, assessments, and other sums deemed by the Trustee necessary for the protection of the trust. The Trustee may participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and, in connection with them, may deposit securities with and transfer title to any protective or other committee under such terms as the Trustee deems proper. The Trustee may exercise or sell stock subscription and conversion rights. Regardless of any limitation elsewhere in this document relative to investments by the Trustee (other than the Survivor's right to make non- or low-income producing assets productive), the Trustee may accept and retain as a trust investment securities received through the exercise of any of the foregoing powers.

B-10. Borrowing. The Trustee may borrow money for any trust purpose, upon such terms and conditions as the Trustee deems proper, and may obligate the trust for the repayment of such borrowing. The Trustee may encumber the trust's assets by mortgage, deed of trust, pledge or otherwise. The Trustee may transfer any trust asset for the purpose of effecting any encumbrance, including leases, and retransferring to the Trustee subject to such encumbrance. Any such transfer and retransfer shall in no way suspend or impair the trust. The Trustee may also replace, renew or extend any encumbrance upon the trust's assets.

B-11. Loans from the Trustee. The Trustee may lend or advance the Trustee's own funds to the trust for any trust purpose, at the then current rate of interest. Such a loan or advance, together with interest, shall be a first lien against the trust's assets and shall be repaid from them.

B-12. Loans to Other Trusts or Probate Estates. The Trustee may lend trust principal at the then current interest rate to, or may purchase assets at their fair market value from, any other trust established under this document or the probate estate of either Trustor.

B-13. Guaranties and Security Interests. The Trustee may give such guaranties, warranties or indemnifications as the Trustee, in the Trustee's discretion, deems proper. While Trustor is living, the Trustee may encumber any asset of the THOMAS J. HARRIS TRUST by mortgage, deed of trust, pledge or otherwise, for the purpose of securing any indebtedness of the Trustor.

B-14. Insurance on a Trustee's Life. Despite any contrary provision of this document, no Trustee shall have any power, as a Trustee, to exercise any incident of ownership in any life insurance policy owned by the trust that insures that Trustee, in his or her individual capacity. All incidents of ownership in any such policy shall be exercised by the Co-Trustee(s), if any, other

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than the person insured by that policy. If there is no non-insured Trustee, a special Trustee shall be appointed for this purpose as though there were a vacancy in the trusteeship of the trust.

B-15. Provisions Relating to Policies of Life Insurance.

(a) Trustor to pay premiums. Until the Trustor otherwise directs in writing and furnishes funds therefore, the Trustee shall not be required to pay premiums, assessments or other charges upon any of life insurance policy on the life of the Trustor, if any, and shall hold them subject to the order of the Trustor during his life without obligation other than the safekeeping of such policies that may be delivered to the Trustee.

(b) Rights reserved. The Trustor has reserved all rights, options and privileges conferred upon the insured by the terms of the policies; to the extent that the Trustor is the owner of such policies, sickness, disability or other benefits and all dividends accruing on the policies during his life shall be paid by the insurer directly to the insured, or to the Trustor/owner thereof, as the case may be, until the owner of the policy directs otherwise in a writing filed with the insurer and the Trustee.

(c) Insurance proceeds to the Trustee. Upon receipt of proof of death of the Trustor whose life is insured and upon receiving possession of the policies insuring the Trustor, the Trustee shall use all reasonable efforts to collect all sums payable thereon, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income.

(d) Insurance powers of the Trustee. The Trustee may exercise any settlement option under any policy and may compromise, arbitrate or otherwise adjust claims upon any of the policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds. The Trustor agrees that any quasi-community property or community property interest that he may have in any policy of insurance and any proceeds thereof shall be included in the trust estate.

(e) Protection of the Trustee. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relating to any life insurance policy and shall not be required to prosecute any action to collect any such insurance or to defend any action relating to any of such policies unless indemnified in manner and amount satisfactory to the Trustee.

(f) Beneficiary/Trustee – Life Insurance. The Trustee shall continue to hold as part of the trust estate any policies of insurance on the life of any beneficiary of this trust, which policies shall become part of the trust estate in any manner. If that beneficiary is acting as Trustee, while that beneficiary is so acting, an appointed special trustee, other than that beneficiary, also referred to as “consultant for insurance,” shall exercise all powers conferred upon the owner of any such policy insuring that beneficiary. The Trustee shall take all steps necessary or appropriate to implement the actions of the consultant for insurance, who shall hold such powers in trust and shall designate this trust as beneficiary of all such policies. On the request of the insurer, the Trustee shall execute any documents required to implement the actions taken by the consultant for insurance relative to any such policy. The Trustee shall charge all premiums on such policies as are continued in force against the income, or if the income is insufficient, against the income and the principal of the trust estate.

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B-16. Principal and Income Determination. Except as otherwise specifically provided in this trust, to determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and disbursements between these accounts pursuant to the provisions of Nevada Revised Statutes 164.780-164.925 ("Nevada Revised Uniform Principal and Income Act") from time to time existing. Any such matters not provided for either in this trust or in the Nevada Revised Uniform Principal and Income Act shall be determined by the Trustee in a reasonable exercise of the Trustee's discretion. Premiums paid upon the purchase of bonds or other obligations may be charged (in whole or in part) to principal, or may be amortized out of, or charged immediately to, income. In exercising this discretion, the Trustee must act in a manner that is reasonable and equitable in view of the interests of the income beneficiaries and remaindermen, and in the manner in which persons of ordinary prudence, diligence, discretion and judgment would act in the management of their own affairs.

B-17. Proration of Income. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest. Periodic payments out of principal, not due upon the termination of any interest or estate, shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination. This provision shall not apply to a trust which otherwise qualifies for the federal estate tax marital deduction.

B-18. Budgeting. The Trustee may budget the trust's estimated annual income in order to equalize, so far as is practicable, periodic income payments to beneficiaries.

B-19. Reserves for Depreciation. Notwithstanding any other provision of this trust or of the Nevada Revised Uniform Principal and Income Act, any Trustee hereunder who is also a beneficiary of this trust ("beneficiary/Trustee"), shall, as the Trustee, be specifically subject to the Trustee's duty to treat income beneficiaries and remainder beneficiaries equitably, and the following requirements shall be observed by such Trustee, provided, however, the aggregate return from time to time of all investments of a trust which otherwise qualifies for the marital deduction is reasonable in light of the then existing circumstances:

(a) A reasonable reserve for depreciation of all income-producing depreciable real and personal property and for capital improvements and extraordinary repairs on income-producing property shall be charged to income from time to time;

(b) A reasonable reserve for depletion of all depletable natural resources, including but not limited to oil, gas, mineral, and timber property, shall be charged to income from time to time;

(c) Distributions by mutual funds and similar entities or gains from the sale or other disposition of property shall be credited to principal;

(d) A reasonable reserve for amortization of all intangible property having a limited economic life, including but not limited to patents and copyrights, shall be charged to income from time to time;

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(e) All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income; and

(f) All deferred compensation, including but not limited to benefits payable under a qualified pension, profit-sharing, or stock bonus plan described in Internal Revenue Code Section 401, and all other income in respect of a decedent as defined in Internal Revenue Code Section 691 and the applicable United States Treasury regulations thereunder, shall constitute principal. If any of these items are allocated to a trust which otherwise qualifies for the marital deduction, however, and do not yield a reasonable amount of income as required by United States Treasury Regulations Section 20.2056(b)-5(f), the Trustee shall allocate a reasonable portion of that item to income, the amount of the allocation to be determined by the Trustee in the Trustee's discretion, taking into account the Trustor's desire to comply with this regulation for all amounts allocated to a trust which otherwise qualifies for the marital deduction.

B-20. Prohibited Administrative Powers. As to any subsequently created trust established in this Declaration of Trust, while a beneficiary of any trust is acting as Trustee, the beneficiary/Trustee is expressly prohibited from exercising any power vested in the Trustee primarily for the benefit of the beneficiary/Trustee, rather than for the benefit of other income or remainder beneficiaries. The beneficiary/Trustee shall not have the power to purchase, exchange, or otherwise deal with or dispose of the principal or income of the trust estate for less than adequate and full consideration in money or money's worth, or the power to borrow the principal or income of the trust estate, directly or indirectly, without adequate interest or without adequate security, or the power to vote any securities, directly or indirectly, transferred by the Trustor to the trust that are securities of a controlled corporation as defined by Internal Revenue Code Section 2036(b)(2) or any successor statute.

B-21. Cross-Dealing. With respect to any trust created hereunder, the Trustee shall have the power to make loans to or borrow from, to purchase property or assets of any kind from, or sell to, or in any other manner deal with the personal representative of the Trustor's estate, or among all trusts created herein, upon such terms and conditions or in such manner as the Trustee shall deem reasonable in the Trustee's sole discretion and in the interests of all the trusts and the beneficiaries thereof. Anything herein to the contrary notwithstanding, the Trustee may make any sales or exchanges among the trusts hereof as the Trustee shall deem desirable to avoid the holding of fractional interests. All such sales or exchanges among trusts shall have the approval of the then living adult income beneficiaries of the trust.

B-22. Purchase of Treasury Bonds. With respect to any trust created hereunder, the Trustee shall have the power to purchase at less than par United States Treasury Bonds that are redeemable at par in payment of any federal estate tax liability of the Trustor in such amounts as the Trustee deems advisable, and for that purpose, the Trustee may partition a portion of the community property of the trust estate and make such purchases from either or both portions. The Trustee shall exercise the Trustee's discretion and purchase such bonds if the Trustee has reason to believe that a Trustor is in substantial danger of death, and may borrow funds and give security for that purpose. The Trustee shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger amount of such bonds than might otherwise be necessary. The Trustee shall not be liable to the Trustor, any heir of the Trustor, or any beneficiary of this trust for losses resulting from purchases made in

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good faith. The Trustee shall redeem any such bonds that are part of the trust corpus to the fullest extent possible in payment of the federal estate tax liability of the Trustor with reference to assets included in this trust or otherwise.

B-23. Employment of Advisors. The Trustee may employ (and compensate from the trust) such attorneys, auditors, accountants, investment counselors, brokers, depositories and agents as the Trustee deems proper. The Trustee may act on the recommendations of such persons without independent investigation.

B-24. Use of a Nominee or Custodian.

(a) The Trustee may hold any trust asset in the Trustee's name as the Trustee, or in the Trustee's own name, or in the name of the Trustee's nominee. The Trustee may also hold any trust asset unregistered so that ownership will pass by delivery.

(b) The Trustee may also keep the trust's assets in a custodial account with a brokerage firm, "mutual fund," insurance company, bank, trust company, or similar entity. Such a custodian may hold the trust's assets in the name of its nominee, and shall not be liable for following the Trustee's written instructions.

B-25. Powers of a Single Co-Trustee. Whenever there is more than one Trustee, the Co-Trustees, if they all agree, may establish accounts requiring the signature of only one Co-Trustee. Those accounts may be of any type, including bank accounts, brokerage accounts, and custodial accounts.

B-26. Delegation of a Co-Trustee's Powers. Any Co-Trustee may delegate and surrender to any one or more of the other Co-Trustees (including any corporate Trustee), such delegating Co-Trustee's powers regarding the investment, retention, sale, exchange, lease or other management of the trust's assets. Such a delegation must be set forth in a document signed by the delegating Co-Trustee and delivered to the other Co-Trustee(s). Upon giving similar notice, the delegating Co-Trustee may resume the right to exercise any delegated power. By accepting trusteeship of this trust or any trust created hereunder, the Trustee acknowledges under certain circumstances he or she may be liable for the acts of or other Co-Trustees and are advised to seek advice of competent legal counsel prior to authorizing an agent or Co-Trustee to act on behalf of the trust.

B-27. Distribution of Assets. Upon any division or distribution of the trust, the Trustee may partition, allot or distribute the trust's assets in undivided interests or in kind, or partly in money and partly in kind. The Trustee may sell such assets as the Trustee deems proper to make any such division or distribution. The Trustee may also distribute a disproportionate share of any asset to a beneficiary or a trust. However, the fair market value of all assets distributed to a beneficiary or trust must equal the fair market value of the proportionate interest that beneficiary or trust is entitled to receive in all of the assets available for distribution at that time. Such a distribution may be made without regard to the income tax basis of specific assets allocated to any beneficiary (including any trust). The powers granted by this Paragraph shall be exercised by the Trustee, in the Trustee's discretion, and no consent to any distribution shall be required.

B-28. Prefer Income Beneficiaries Over Remaindermen. The primary purpose in creating the trust is to provide for those persons entitled, either directly or in the Trustee's discretion, to the

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trust's income, and the rights and interests of the remaindermen are subordinate and incidental to that purpose. The provisions of the trust shall be liberally construed in the interest of, and for the benefit of, the income beneficiaries.

B-29. Trustee May Consider Outside Resources When Exercising Discretion. Whenever the Trustee exercises any power to make a discretionary distribution to provide for a beneficiary's support, maintenance, health or education, the Trustee may, but need not, consider assets outside of the trust that are available for those purposes, of which the Trustee has actual knowledge.

B-30. Distributions to Minors and Incompetents. The Trustee may distribute any asset distributable to (or applicable to the use of) any minor or incompetent beneficiary by making the distribution (a) to the guardian or conservator of the person or the estate of that minor or incompetent, (b) to the parent(s) of (or a custodian for) that minor or incompetent, or (c) directly to that minor, or by applying the payments for the benefit of that minor or incompetent.

B-31. Defray Guardian's Expenses – Consider Family Needs. In interpreting the trust and its separate shares, payments made following the Trustor's death for the health, education, maintenance, or support of any beneficiary may include, in the Trustee's discretion, contributions to the health, education, maintenance, or support of that beneficiary's immediate family and other persons with whom that beneficiary resides, including, but not limited to, the beneficiary's guardian of the person and the guardian's spouse and children.

B-32. Delaying Divisions or Distributions. To ensure the availability of the alternate valuation date for federal estate tax purposes, the Trustee may delay making an actual division or distribution of the trust as required by other provisions of this document. Whenever there is such a delay, the interest of the beneficiaries in the assets affected by such delay shall vest as of the date of death. The Trustee may, during such a delay and pending such division or distribution, distribute income to those persons entitled to it.

B-33. Character of Trust's Assets. All community property assets (if applicable) transferred to the trust and the proceeds of them shall retain their character as community property during the lifetime of the Trustor, and all separate property assets of the Trustor and the proceeds of them shall retain their separate property character during the lifetime of the Trustor. If the trust is revoked in whole or in part, each asset subject to the revocation shall be returned to the Trustor, retaining its character as separate or community property as if the trust had not been created.

B-34. Additions to the Trust. Any person may add assets to the trust that are acceptable to the Trustee.

B-35. Separate Nature of Each Trust.

(a) Whenever the trust, or a portion of it, is divided into shares or parts, each such share or part shall constitute a separate trust, and it shall be held, administered, and distributed as such. The Trustee may hold undivided interests as a portion of any such share or part.

(b) The Trustee shall not be required to segregate physically or divide the assets of the various trusts created under this document except as may be required by a distribution to a

beneficiary. However, the Trustee must keep separate accounts for the different undivided interests.

B-36. Amending or Revoking the Trust. While the Trustor is living, the Trustor may revoke or amend the trust in any respect, as the Trustor deems appropriate. Each such amendment must be written and signed by the Trustor, and any revocation must be set forth in a document signed by the Trustor and delivered to the Trustee. Upon the Trustor's death, the Trust shall become irrevocable and shall not be subject to further amendment.

B-37. Resignation of Trustee.

(a) A Trustee may resign at any time, and a successor Trustee shall be selected as provided for elsewhere in this document. If none of these successor Trustees qualifies or acts, a successor Trustee shall be appointed by a court of competent jurisdiction upon the petition of the last resigning Trustee or of any person interested in the trust.

(b) All authority and powers, including discretionary powers, conferred on the original Trustee shall pass to any successor. No successor Trustee shall have any responsibility for the acts or omissions of any prior Trustee and shall not have any duty to audit or investigate the accounts or administration of any prior Trustee. Unless a successor Trustee receives a written request to do so from a person having a present or future beneficial interest in the trust, that successor Trustee shall have no duty to take action to obtain redress for any breach of trust by a prior Trustee.

(c) To resign, a Trustee must give written notice at least thirty (30) days before such resignation will take place. Such notice must be given to each of the resigning Trustee's Co-Trustees, if any. If there is no such Co-Trustee, such notice shall, instead, be given to each adult beneficiary of the trust who is living then and to the guardian, conservator or other fiduciary of the estate of each minor or incompetent beneficiary who is entitled to receive income then (either absolutely or in the Trustee's discretion).

B-38. Incapacity of Trustee. The determination of an individual Trustee's incapacity to serve as Trustee shall be established by a written statement to that effect from two licensed physicians who have separately examined the individual Trustee, and the successor Trustee (or Co-Trustee) as provided for elsewhere in this document shall assume the trusteeship (or co-trusteeship) at that time.

B-39. Beneficiary-Trustee's Provisions. Despite any contrary provision of this document or of law, following the Trustor's death, each individual Trustee shall be disqualified from exercising any discretion given to the Trustee to benefit, directly or indirectly, someone he or she is obligated to support. Instead, all such discretion shall vest solely in the other Co-Trustee(s) and, if there is none, a special Co-Trustee shall be appointed for such purpose in the manner set forth in this document as though there were a vacancy in the trusteeship of the trust.

B-40. Removal of Corporate Trustee.

(a) Whenever there is at least one individual Co-Trustee, he, she or they, as the case may be, may replace the acting corporate Co-Trustee, if any, with a new Trustee, and that new Trustee may be a corporation or an individual. Whenever there is no individual Co-Trustee, a

majority in number of the adult beneficiaries of the trust then entitled to receive income, either absolutely or in the Trustee's discretion, may replace any corporate Trustee with a new corporate Trustee. If there is no individual Co-Trustee, and if there is no adult income beneficiary, the power to replace a corporate Trustee with a new corporate Trustee shall be held, jointly, by the guardians of the estates of the minor beneficiaries who are living when a substitution is to be made.

(b) A replacement of the corporate Trustee pursuant to the foregoing provisions shall not occur more often than once during any twelve (12) month period. A corporate Trustee may be replaced by giving a written notice to it that states it is being replaced and designates the successor Trustee.

B-41. Remainder Beneficiaries with a Disability. If a remainder beneficiary under this trust is eligible for (or receiving) needs-based public benefits, e.g., Supplemental Security Income (SSI), Medi-Cal, In-Home Supportive Services (IHSS), or Regional Center services (the "Disabled Beneficiary"), it is the intent of the Trustor that the Disabled Beneficiary be able to both preserve his or her inheritance and preserve eligibility for these public benefits. It is also the Trustor's intent that, if any property of the Trust remains after the death of the Disabled Beneficiary, it be distributed to the Disabled Beneficiary's family members and friends rather than to pay back Medi-Cal for services provided during the Disabled Beneficiary's lifetime. Implementation of Trustor's intention as provided above shall be as follows:

(a) The Trustee has sole and absolute discretion to decide whether or not to establish a stand-alone third-party special needs trust ("SNT") on behalf of the Disabled Beneficiary. In no event shall the Disabled Beneficiary of the third-party SNT control the amount or frequency of trust distributions, have the ability to revoke the trust, or have the right to direct the use of funds for the Disabled Beneficiary's personal benefit. Nor shall the Disabled Beneficiary have the right to select a trustee (or successor trustee) of the trust, nor shall he or she be allowed to be the trustee.

(b) The Trustee, in exercising its discretion to establish a third-party SNT, shall have the right to hire experienced counsel familiar with establishing third party SNTs to prepare the trust. The Trustee shall also have the right to establish himself or herself as Trustee of the trust or to appoint an entirely different fiduciary and/or management team for the SNT (e.g., professional trustee, trust advisory committee, or trust protector) as he or she decides in his or her own sole and absolute discretion. The Trustor recommends (but does not require) that the trust allow the Disabled Beneficiary to have a limited (or special) testamentary power of appointment over the assets of the trust to maintain some control over the ultimate distribution of the inheritance. Expenses for this purpose, including reasonable attorneys' fees, will be a proper charge to the trust estate held for the benefit of the Disabled Beneficiary.

In exercising its discretion under this provision, the Trustee shall not be liable to any beneficiary or other person with an interest in this Trust for the Trustee's acts or omissions in deciding whether or not to establish a third-party SNT, except in cases of willful misconduct, bad faith, or gross negligence.

B-42. Accounting. The Trustee shall account to the beneficiaries periodically and, if requested by a beneficiary, at least annually.

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B-43. Compensation. Whenever SCOTT BARTON or TARA FLANAGAN is serving as Trustee (a "Designated Trustee"), compensation for such Designated Trustee shall be paid pursuant to Paragraph A-4 of this Trust. At any such time as neither Designated Trustee is available or able to serve, any other Trustee appointed to fill a vacancy in the trusteeship of any trust established under this document may receive reasonable compensation for his/her services as the Trustee. If any such Trustee is a professional person (such as a lawyer, accountant, or financial institution), each such Trustee shall be compensated for his or her services as such Trustee on the basis of his or her customary charges for providing professional services.

B-44. Liability of Trustee. No individual Trustee shall be liable to any beneficiary for any act or default of that Trustee, or of any other Trustee or of any other person, unless resulting from that individual Trustee's own bad faith or gross negligence.

B-45. Receipt of Notice. Until the Trustee receives written notice of any death, birth, marriage or other event upon which the right to income or principal of the trust depends, the Trustee shall not be liable for disbursements made in good faith to persons whose interests have been affected by that event.

B-46. Instructions to Trustee. Whenever any person is authorized by this document to give instructions or directions to the Trustee, those instructions or directions may be oral or written. Despite the foregoing, the Trustee may, in the Trustee's discretion, require that any such instruction or direction be written. In such an instance, the Trustee shall not be liable for not acting in accordance with the instruction or direction until it is delivered to the Trustee in writing. Notwithstanding the foregoing, while the Trustor is living and serving as Trustee, oral instructions or requests are sufficient.

B-47. No Contest Clause. If any beneficiary singly or in conjunction with any other person:

(a) contests in any court the validity of any trust established under this document or of the Will of the Trustor;

(b) seeks to obtain an adjudication in any court that any such trust or such Will or any of their provisions is void; or

(c) seeks otherwise to void, nullify, or set aside any such trust or Will or any of their provisions; or

(d) seeks to obtain an adjudication in any court challenging a transfer of property concerning any trust established under this document on the grounds it was not the transferor's property at the time of the transfer,

then the right of that beneficiary to take any interest given to him or her under the trust shall be determined as it would have been determined had he or she died before this document was signed. The Trustee may defend (at the expense of the trust) any contest or other attack of any nature on the trust or any of its provisions.

B-48. Trustee as Partner or Shareholder of Attorneys. Because the Trustor believes it would be in the best interests of the trusts created pursuant to this declaration of trust and because Abigail G. Stephenson, Esq. and the law firm Blanchard, Krasner & French, a Professional Corporation, have become very familiar with the Trustor's business and financial affairs, the Trustor deems it to be in the best interest of the Trust, that whether or not Kipp Williams, Esq. or any other member of the firm serves as Trustee, the law firm now known as Blanchard, Krasner & French, a Professional Corporation, or any successor to such firm, with which Abigail G. Stephenson, Esq. is associated, may nevertheless be retained to represent the trusts established by this declaration of trust, and such law firm shall be entitled to compensation both as Trustee, and as attorneys for the Trustee, or both, as the case may be. With full knowledge of such relationships, the Trustor waives all conflicts of interest which now or hereafter may exist.

B-49. Children of the Trustor. The Trustor has two Children of his first marriage to MARLENE HARRIS (deceased April 22, 1972); and two stepchildren of his second marriage to OLGA HARRIS (aka OLGA ROBBEN), whose names and dates of birth are:

THOMAS ANTHONY HARRIS, born August 20, 1958;
TODD EDWARD HARRIS, born May 15, 1960 (deceased with no issue);
JEFF DEWEY ROBBEN, born September 12, 1964; and
TODD CHRISTIAN ROBBEN, born April 16, 1969.

Neither JEFF DEWEY ROBBEN nor TODD CHRISTIAN ROBBEN was adopted by the Trustor. No other child has ever been born to or adopted by the Trustor.

B-50. Headings. The headings in this document are for convenience only and do not in any way limit or amplify the provisions of the trust.

B-51. Governing State Law. This trust has been accepted by the Trustee in the State of Nevada and, unless otherwise provided in this trust, its validity, construction and all rights under it shall be governed by the laws of that State. In the event the Trustee is or becomes domiciled outside the State of Nevada, and all movable assets of this trust become located within the state in which the Trustee is domiciled, then said Trustee shall be governed by the laws of that state with respect to this trust.

B-52. Definitions and Related Matters. As used in this document:

"Child" or "Children." References to Child or Children of the Trustor are to THOMAS ANTHONY HARRIS and JEFF DEWEY ROBBEN.

"Code." References to "Code" shall refer to the Internal Revenue Code of 1986, as amended, and its successors. References to a specific section of the Code include future amendments, and successors, to it.

"Corporate Trustee." The terms "corporate Trustee" and "corporate Co-Trustee" shall mean any Financial Institution as defined in Nevada Revised Statute Section 363A.050, or any Trust Company as defined in Nevada Revised Statute Section 669.070 that has either been appointed to serve as Trustee or Co-Trustee of the Trust, or may be appointed to serve as a Trustee or Co-Trustee of the Trust.

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"Death Taxes." The term "death taxes" includes all federal or state estate, inheritance, or other succession taxes, but does not include (i) any federal or state generation-skipping transfer taxes, or (ii) any additional tax that may be assessed under Code section 2032A(c).

"Descendant," "Issue" and Related Terms. The terms "child," "descendant," "issue" and similar terms include persons who were adopted, but only if they were minors at the date of their adoption.

"Disclaimer." The terms "disclaimer" or "disclaim" shall refer to a qualified disclaimer, as defined in Code section 2518.

"Document." References to this document include any amendment to it.

"Gender and Number." The masculine, feminine and neuter gender, and the singular and plural number, each include the other(s), unless the context indicates otherwise.

"Support" and "Maintenance." References to a person's support or maintenance are to such person's support or maintenance in his or her accustomed manner of living.

"Trustee." The term "Trustee" in the singular includes the terms "Trustees" or "Co-Trustees" in the plural whenever there is more than one Trustee. Also, the term "Trustee" refers to the original Trustee and each successor, unless the context indicates otherwise.

"Will." The term "Will" includes any Codicil to it.

[END OF SCHEDULE B]

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SCHEDULE C
ADDITIONAL POWERS AND PROVISIONS
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SCHEDULE C

ADDITIONAL POWERS AND PROVISIONS

In addition to the provisions of the accompanying Schedules A and B, the Trustor, the Trustee and the beneficiaries of each trust established under this document have the following powers, rights and duties, and are subject to the following provisions:

C-1. Payment of Trustor's Expenses or Taxes. Upon the Trustor's death, the Trustee may, in the Trustee's discretion, pay out of the THOMAS J. HARRIS TRUST:

- (a) the Trustor's last illness and funeral expenses;
- (b) the expenses of administering property includable in the Trustor's gross estate for federal estate tax purposes;
- (c) debts that would be enforceable against the Trustor if he were living; and
- (d) inheritance, estate or other taxes that arise by reason of the Trustor's death.

C-2. Proration of Taxes. Except as otherwise specifically provided in this trust or in Trustor's will, federal estate taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of the Trustor under the provisions of any federal tax law shall be paid by the Trustee and charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under this trust as and to the extent provided by any applicable tax law or any proration statute. Except when otherwise specifically provided, state death taxes shall be paid and charged to the trust estate or deducted and collected as provided by applicable state law.

C-3. Generation-Skipping Transfer Tax Provisions.

- (a) As used in this document:
 - (i) "inclusion ratio," "GST exemption," "skip person," and "non-skip person" have the meanings given those terms in Chapter 13 of the Code and the regulations under it;
 - (ii) "GST tax" refers to the generation-skipping transfer tax imposed by Chapter 13 of the Code;
 - (iii) "GST-Exempt" refers to a trust or share that has an inclusion ratio of zero; and
 - (iv) "GST-Nonexempt" refers to a trust or share that has an inclusion ratio of more than zero.

(b) Regarding any trust created (or to be created) under this document (an "Original Trust"), the Trustee shall have the discretionary authority to create two or more separate trusts of equal or unequal value ("New Trusts"), and to allocate the assets otherwise distributable

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to or held in the Original Trust to those New Trusts. Each asset allocated upon a person's death to the New Trusts must be valued at its final federal estate tax value, provided, however, that in making allocations to the New Trusts, the Trustee must select assets that are fairly representative of the net appreciation or depreciation in value since that person's death of all assets available for distribution to the New Trusts.

(i) To amplify the intent of the foregoing, it is suggested (but not required) that, before allocating a deceased person's available GST exemption, the Trustee create, instead of an Original Trust that cannot be completely exempted from the GST tax by the available GST exemption, (1) first, a New Trust that can thereafter be completely exempted from the GST tax by an allocation of the available GST exemption, which New Trust will be GST-Exempt, and (2) second, another New Trust to which no GST exemption is allocated, which New Trust will be GST-Nonexempt.

(ii) It is further suggested (but not required) that the Trustee, in exercising the Trustee's discretion, not create New Trusts if the burden or costs of administering multiple New Trusts would be impractical or uneconomical, in the Trustee's discretion.

(c) To the extent the Decedent's available GST exemption is insufficient to completely exempt the property allocated to a trust from the GST tax, it is suggested (but not required) that, before allocating the Decedent's GST exemption, the Trustee divide such trust into two New Trusts as set forth above, so that a so-called "reverse QTIP election" may be made under Code section 2652(a)(3) for the New Trust that is GST-Exempt.

For convenience, the New Trusts that are created in place of an Original Trust are referred to below as being derived from the Original Trust.

(d) Except as otherwise specifically provided for in this document, upon the creation of New Trusts, each New Trust shall have the same provisions, and shall be held, administered and distributed in the same manner, as the Original Trust from which it was derived, and all references to that Original Trust shall collectively refer to the New Trusts derived from it.

(e) Any death taxes attributable to the assets of New Trusts that are derived from the same Original Trust, but which have different inclusion ratios, shall be paid as follows:

(i) First, these death taxes shall be paid from or charged against (to the maximum extent practicable, in the Trustee's discretion) the New Trust with the largest inclusion ratio.

(ii) Second, to the extent the New Trust with the largest inclusion ratio is insufficient, these death taxes shall be paid from the other New Trusts, in the order of their descending inclusion ratios.

(f) If, upon a person's death, other provisions of this document require a division of an Original Trust into shares in a specified manner (e.g., equal shares), the Trustee shall consider the death taxes paid from the New Trusts that are derived from that Original Trust in making that division so that, on a net after-tax basis, the division of the Original Trust is accomplished in the specified manner.

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(g) When, pursuant to the other terms of this document, different trusts are to be combined, or when additional trusts are to be created from one or more sources, the GST-Exempt or GST-Nonexempt character of the trusts shall be preserved. Accordingly, GST-Nonexempt trusts shall only be added to (or combined with) other GST-Nonexempt trusts, and GST-Exempt trusts shall only be added to (or combined with) other GST-Exempt trusts, even if this means establishing or maintaining separate trusts. Despite the foregoing, if such GST-Nonexempt trusts have different inclusion ratios, the Trustee may maintain them as separate trusts to preserve their different inclusion ratios. Except as otherwise specifically provided for in this document, each such GST-Exempt and GST-Nonexempt trust shall be applied and distributed according to the terms of the combined or new trust to which they otherwise would have been added. To illustrate the foregoing, if, following a person's death, one or more trusts (a "Terminating Trust") are to be added to or combined with another trust (the "Continuing Trust"):

(i) Each GST-Exempt New Trust that is derived from a Terminating Trust shall only be added to or combined with a GST-Exempt Continuing Trust.

(ii) Similarly, each GST-Nonexempt New Trust that is derived from a Terminating Trust shall only be added to or combined with a GST-Nonexempt Continuing Trust.

(iii) If there is no GST-Exempt or GST-Nonexempt Continuing Trust, such a trust may be created as is necessary to receive the GST-Exempt or GST-Nonexempt New Trust derived from a Terminating Trust.

(h) Subject to the other provisions of this Paragraph, in establishing shares following a person's death, the Trustee shall have the following discretionary authority. If, in the Trustee's judgment, certain shares are likely to be distributed to skip persons ("Skip Person Shares"), the Trustee may, to the maximum extent possible, allocate to such Skip Person Shares assets of those trusts having the lowest inclusion ratios. Similarly, if, in the Trustee's judgment, certain shares are likely to be distributed to non-skip persons ("Non-Skip Person Shares"), the Trustee may, to the maximum extent possible, allocate to such Non-Skip Person Shares the assets of those trusts having the highest inclusion ratios.

(i) Despite any other provision of this Paragraph, regarding each New Trust, the Trustee shall have the following discretionary authority:

(i) Any payment of principal to a non-skip person shall be made, first, from the New Trust of which such non-skip person is a beneficiary that has the greatest inclusion ratio and, thereafter, from the other New Trusts of which such non-skip person is a beneficiary in the order of their descending inclusion ratios.

(ii) Any payment of principal to a skip person shall be made, first, from the New Trust of which such skip person is a beneficiary that has the lowest inclusion ratio and, thereafter, from the other New Trusts of which such skip person is a beneficiary in the order of their ascending inclusion ratios.

(iii) If the terms of an Original Trust require or permit the distribution of a fraction or percentage of that trust, that distribution shall be computed by multiplying the fraction or percentage by the aggregate value as of the distribution date of all New Trusts derived

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from that Original Trust, and the distribution shall be made in accordance with subparagraphs (i) and (ii) immediately above.

(j) The Trustee shall not be liable to any person for the Trustee's exercise (or nonexercise) of any discretionary authority or power granted by this Paragraph.

C-4. Provisions Relating to Retirement Accounts.

(a) Notwithstanding any provision in this Trust Agreement to the contrary, all trusts which receive or are funded with or by retirement assets such as IRA, 401(k), and other qualified retirement plans described in IRC Section 4974 (c) (herein collectively referred to as "Retirement Account"), shall be subject to the following additional express conditions:

(i) Retirement Account income and assets shall not be utilized to pay funeral costs, estate taxes, or other administrative expenses of the deceased Trustor's estate, except as may be permitted during the "window" period until September 30 of the year following the year of decedent's death, as provided in Treasury Reg. Section 1.401(a)(9).

(ii) Retirement Account income and assets shall not be payable to non-individual beneficiaries, such as corporations, charities, or the deceased Trustor's estate (except as provided in the "window" period cited immediately above), and any distribution to a non-individual beneficiary which is not distributed during the "window" period shall lapse, such lapsed share to augment the share of the remaining individual beneficiaries.

(iii) The Trustee shall deliver to the Retirement Account plan administrator a copy of this trust document no later than October 31 of the year after the year of the Retirement Account plan participant's death.

(iv) The Trustee, in its sole and absolute discretion, and without liability to any trust beneficiary affected by such disclaimer, is vested with authority to disclaim some or all of an interest in a Retirement Account which names the trust as beneficiary, or an interest in an Retirement Account resulting from a testamentary transfer by Will, or by designation under trust, or otherwise, and in the event of a timely, proper and lawful disclaimer, the Retirement Account shall be distributed to the next contingent beneficiary designated thereby in accordance with the terms of such Retirement Account.

(b) To the extent the Trustor has designated separate trusts for Trustor's descendants to receive any allocation comprised of Retirement Account assets, the following shall apply. The day the Trustor dies is hereinafter referred to as the "Allocation Date." The Trustee shall create one share for each Child of the Trustor who is either living on the Allocation Date or who is deceased on the Allocation Date but who has one or more descendants who are then living. The Trustee shall divide any share created for a deceased Child into separate shares for such deceased Child's descendants, per stirpes. As thus divided, the Trustee shall hold each share created hereunder as a separate trust ("Separate Trust") for the benefit of the person for whom the share was created and shall administer the Separate Trust as provided herein. The Trustee shall take all necessary steps to ensure each Separate Trust is treated as a "separate account", as that term is used in Treasury Regulation sections 1.401(a)(9)-8, A-2(a)(2) & A-3.

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The Trustee shall interpret the terms of this trust so the minimum required distributions from each retirement plan payable to a Separate Trust may be calculated and paid annually to such trust over the life expectancy of the beneficiary of such Separate Trust. The Trustees shall have the power to amend the terms of this Trust Agreement to the minimum extent necessary to accomplish such purpose.

The Trustee of each Separate Trust shall take whatever steps are required to assure that any interest such Separate Trust has in a retirement plan, to the extent not previously distributed, is (and will at all times remain) immediately distributable on demand to such Separate Trust. Accordingly, the Trustees shall retain the unrestricted power to accelerate any installment distributions elected under the minimum distribution rules or otherwise. The Trustee of the beneficiary's Separate Trust shall withdraw only the required minimum distribution from each retirement plan payable to such Separate Trust, unless more than the required minimum distribution is necessary for the support and maintenance in reasonable comfort, health, and education of the beneficiary.

The Trustees shall immediately distribute to the beneficiary all amounts received by the Separate Trust from any Retirement Account, after reduction for any trust expenses properly allocable thereto, distributed at least once per year prior to the calendar year end; provided if the beneficiary is under any legal disability, then the Trustees may make such distribution to a legal guardian for the beneficiary. In addition, the Trustee may also distribute so much or all of the net income and principal of the Separate Trust, to or for the use of the beneficiary, in such proportions, amounts and at such times as the Trustee, in the Trustee's discretion, may deem advisable to provide for the health, education, support, and maintenance of the beneficiary.

(c) To the extent the Trustee or Executor of the Trustor's estate makes a QTIP election under Internal Revenue Code Section 2056(b)(7), the following shall apply. The beneficiaries of a trust with IRA assets shall have the power to compel investment of the IRA so it produces reasonable income. The beneficiary of a trust with IRA assets shall have the power, exercisable annually, to compel the Trustee to withdraw from the IRA an amount equal to the greater of all the income of the IRA for that year, or the required minimum distribution from the IRA as required under IRC Section 408(a)(6), and to distribute to the beneficiary at least once per year prior to the calendar year end at least all of the income of the IRA, and so much of the required minimum distribution as the beneficiary shall direct Trustee to distribute. Any excess of the required minimum distribution amount over the income of the IRA which is not distributed is to be added to the principal of the trust. If the beneficiary does not compel a withdrawal from the IRA for a particular year, the Trustee must withdraw from the IRA only the required minimum distribution amount for that year. No person shall have a power to appoint any part of the trust property to any person other than a surviving spouse (if any).

[END OF SCHEDULE C]

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https://www.fastpeoplesearch.com/thomas-harris_id_G8310122928872894960

Phone Numbers

for Thomas Harris in Minden, NV

(775) 267-2296 (Primary Phone)

Landline

Frontier Communications of the Southwest Inc - NV

First reported March 2003

(209) 532-0414

Landline

Pacific Bell Telephone Company

First reported February 2004

(530) 544-0740

Landline

Pacific Bell Telephone Company

First reported March 2017

(209) 533-6032

Landline

Pacific Bell Telephone Company

First reported March 2016

Also Known As

Thomas J Harris

T J Harris

T Harris

Thomas Joseph Harris

Tom Harris

Mr Thomas J Harris

Tom J Harris

Sponsored Links

Previous Addresses

used by Thomas Harris

3503 April Dr ***

South Lake Tahoe CA 96150

El Dorado County

Recorded December 1969

Po Box 1391

Zephyr Cove NV 89448

Douglas County

Recorded October 2008

1819 SE 17th St, Unit 1604 ***

Fort Lauderdale FL 33316

Broward County

Recorded February 2008

1050 Pebble Beach Ct *****

Minden NV 89423

Douglas County

Recorded February 2003

2641 Fountain Ave
South Lake Tahoe CA 96150
El Dorado County
Recorded June 1999

110 N Federal Hwy, Unit 1112
Ft Lauderdale FL 33301
Broward County
Recorded November 2004

2640 Pinter Ave ***
S Lake Tahoe CA 96150
El Dorado County
Recorded October 2002

20476 Sherry Ln
Soulsbyville CA 95372
Tuolumne County
Recorded October 1986

610 Mary St
Carson City NV 89703
Carson City County
Recorded June 1999

249 Las Miradas Dr
Los Gatos CA 95032
Santa Clara County
Recorded November 1998