

**THIRD AMENDMENT TO  
THE NOBILI TRUST**

This Third Amendment to THE NOBILI TRUST dated May 24, 1995 is entered into March 27, 2018, at Danville, California between ROLAND NOBILI and ELIZABETH A. NOBILI as the Trustors and ROLAND NOBILI as the Trustee.

Pursuant to the power to alter, amend or revoke THE NOBILI TRUST granted to the Trustors by Article Fourth of the Trust, the Trustors hereby amend the Trust as follows:

**I.**

The Second Amendment dated May 29, 2015 of the Trust is hereby revoked in its entirety and shall have no effect.

**II.**

Article Eighth, Paragraph C is hereby deleted in its entirety and the following is substituted:

C. Upon the death of the surviving Trustor the Trustee shall distribute or retain the trust estate as follows:

1. Specific Gifts. The Trustee shall distribute the real property, 133 Mountaire Parkway, Clayton, CA 94517 (APN: 119-372-006-5) to CRAIG M. NOBILI, as long as he survives the surviving Trustor. If he does not survive Trustor, the gift to said person shall lapse and pass as part of the residue of the trust estate.

2. Residue of the Trust Estate. Upon the death of the surviving Trustor, the Trustee shall distribute five percent (5%) of the residue of the trust estate (the "residuary trust estate") as it is then constituted to THE BILLY GRAHAM EVANGELICAL ASSOCIATION of Minneapolis, Minnesota. The Trustee shall distribute the remainder of the residuary trust estate percent (50%) to CRAIG M. NOBILI and fifty percent (50%) to STEVEN J. NOBILI, then surviving; provided that if either child is not then surviving, but leaves issue then surviving, his share shall be distributed to his issue by right of representation. If any share of the residue of the trust estate remains undisposed of pursuant to the foregoing provisions because the person or persons otherwise entitled thereto is not then surviving, then such undisposed of share will go proportionally to augment the share to which those persons who are then surviving are entitled as provided in this paragraph.

**II.**

Article Eleventh is deleted in its entirety and the following is substituted:

## ARTICLE ELEVENTH

### Intentional Omission of Heirs and No Contest

A. Except as otherwise provided in this Trust Agreement, Trustor has intentionally omitted to provide herein for any of Trustors' heirs. Trustors have specifically omitted to provide in this KEVIN P. NOBILI.

B. If any beneficiary or the agent or representative of any beneficiary of this trust takes any of the following actions, then (a) that beneficiary shall not inherit any asset under this trust, and (b) any gift in this trust to that contesting beneficiary is revoked and all assets otherwise distributable to said contesting beneficiary shall be disposed of under the terms of this instrument as if that contesting beneficiary had predeceased Trustors without issue. All references to this trust include any trust created under this trust:

1. In any manner, directly or indirectly, without probable cause, challenges the validity or alleges the invalidity of this trust or one or more of the terms of provisions in this trust, whether administrative or dispositive, in any legal proceeding that will have the effect of thwarting Trustor's wishes as expressed in this trust based on one or more of the following grounds:

- a. Forgery;
- b. Lack of due execution;
- c. Lack of capacity;
- d. Menace, duress, fraud, or undue influence;
- e. Revocation of a will pursuant to Section 6120, revocation of a trust pursuant to Section 15401, or revocation of an instrument other than a will or trust pursuant to the procedure for revocation that is provided by statute or by the instrument;
- f. Disqualification of a beneficiary under Section 6112, 21350, or 21380.

2. In any manner, directly or indirectly, without probable cause, challenges the validity or alleges the invalidity of any other existing documents comprising Trustor's integrated estate plan or one or more of the terms or provisions, whether administrative or dispositive, in any such other existing document comprising Trustor's integrated estate plan, including but not limited to any other trust executed by Trustor, Trustor's Will, any inter-vivos transfer document executed by Trustor, any prenuptial, postnuptial, or property status agreement (or similar document) executed by Trustor, any beneficiary designation form (or similar document) executed by Trustor, or any power of attorney executed by Trustor;

3. In any manner, directly or indirectly, without probable cause, challenges

the validity or alleges the invalidity of any existing document that governs the distribution of any life insurance policy, annuity, retirement plan or account, or any other asset owned by Trustor to be distributed in accordance with a beneficiary designation;

4. In any manner, directly or indirectly, without probable cause, challenges the titling (whether with right-of-survivorship, joint, separate, pay-on-death, in-trust-for, or in the name of this trust) of any asset that Trustor is attempting to dispose of, including, but not limited to on the grounds that any such asset was not Trustor's asset at the time of Trustor's death;

5. In any manner, directly or indirectly, without probable cause, challenges or disputes any document evidencing or under which Trustor made any gift, assignment, or other transfer during Trustor's lifetime, including, but not limited to upon the ground that the asset given, assigned, or otherwise transferred by Trustor was not Trustor's asset at the time of the attempted gift, assignment, or transfer, as provided by California Probate Code Section 21311;

6. In any manner, directly or indirectly, without probable cause, files a creditor's claim (including a claim based on a contract to make a Will, trust, or other testamentary gift) or a request for a Probate Homestead or a Family Allowance against Trustor's estate or this trust or prosecutes any such action based upon any such claim as provided by California Probate Code Section 21311; provided, however, that, this Section shall not apply to a claim by a beneficiary for reimbursement of last illness or funeral expenses for which a beneficiary paid; or

7. By any other ways or means, sues or harasses the Trustee of this trust, any other beneficiary of this trust, or any beneficiary of any of Trustor's non-trust assets.

Furthermore, if any beneficiary or the agent or representative of any beneficiary under this trust initiates any legal proceeding that is related in any way to a contest of this trust, including by way of illustration only but not by way of limitation, a proceeding under any of Probate Code Sections 11700, 17200, or 21320, any fees, costs or expenses incurred by the Trustee of this trust in opposing or otherwise responding to or addressing that proceeding shall be deducted directly from the monies, if any, that are ultimately distributable to the beneficiary initiating the proceeding.

/// (signatures on the following page)

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In all other respects the Trustors reconfirm and republish THE NOBILI TRUST dated May 24, 1995.

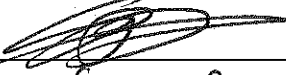
  
ROLAND NOBILI, Trustor and Trustee

Pursuant to California Code of Civil Procedure Section 17, ELIZABETH A. NOBILI, being unable to write, we swear that she made her mark in our presence and requested the first of the undersigned to write ELIZABETH A. NOBILI's name, which that person did, and we now subscribe our names as witnesses thereto.

ELIZABETH A. NOBILI  
Witness Handwrites Name Here

  
Mark of ELIZABETH A. NOBILI, Trustor

  
Witness C. JOSEPH DOHERTY, III

  
Witness SUMITA BHANDARI

(Acknowledgment Follows)

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

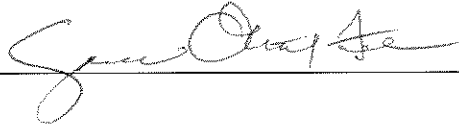
County of Contra Costa

On March 27, 2018, before me, Suzanne Oertel Farlin, a Notary Public, personally appeared ROLAND NOBILI and ELIZABETH A. NOBILI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

