

**LAST WILL**  
**OF**  
**ROLAND NOBILI**

I, ROLAND NOBILI, a resident of the County of Contra Costa, State of California, declare this to be my last Will and I revoke all Wills and Codicils previously made by me.

ARTICLE FIRST

Declaration Concerning Family

- A. I am married to ELIZABETH A. NOBILI, referred to herein as "my spouse."
- B. I have three (3) children now living whose names and dates of birth are as follows:

<u>Name</u>	<u>Date of Birth</u>
CRAIG M. NOBILI	May 6, 1963
KEVIN P. NOBILI	December 31, 1964
STEVEN J. NOBILI	June 29, 1970

I have no child or children, other than my children above named, now living or now deceased leaving issue now living. All references in this Will to "my child" or "my children" are to my children above named and to any other child or children hereafter born to or adopted by me.

ARTICLE SECOND

General Dispositive Provisions

- A. I intend by this Will to dispose of all my real and personal property which I have a right to dispose of by will and any and all property as to which I may have a power of appointment by will; except, however, that I do not intend to exercise any general or special power of appointment granted to me pursuant to THE NOBILI TRUST.
- B. I confirm to my spouse his/o her interest in one-half (1/2) of our community property.
- C. I have entered neither into a contract to make Wills nor into a contract not to revoke Wills, and the similarity of the provisions of my Will to the provisions of the Will of my spouse executed by my spouse on the same date as my Will, shall not be construed as evidence of such a contract.

### ARTICLE THIRD

#### Gifts

A. I give all my jewelry, clothing, household furniture and furnishings, personal automobiles, and all other tangible articles of a household or personal nature, or my interest in any such property, not otherwise specifically disposed of by this Will, or in any other manner, together with all policies of insurance on the property to my spouse, if he survives me.

If my spouse does not survive me, I give the same to CRAIG M. NOBILI and STEVEN J. NOBILI who survive me, in equal shares as they shall agree, or as my Executor in my Executor's discretion shall determine, if my children do not agree. If no children survive me, then the gift provided for in this Article shall lapse and become part of my residuary estate.

Any tangible personal property described in any hand-written, dated and signed directions that I shall leave at the time of my death shall be distributed by my Executor in accordance with such directions. It is my intention that such directions shall be executed in the manner required by law to qualify as a holographic codicil of this Will. If for any reason such directions do not qualify as a holographic codicil to this Will, then such directions shall be deemed precatory and not mandatory and I request, but do not legally require, that my spouse or any other beneficiary of such property distribute said property in accordance with such directions.

B. If my spouse survives me, I give to my spouse all of my interest in life insurance policies on the life of persons other than myself but of which I am the legal owner and if my spouse does not survive me, this gift shall lapse and become part of my residuary estate.

C. If my spouse survives me, I give to my spouse all of my community property interest, if any, I may have in any IRA, pension, profit sharing or other qualified plan in which he is the participant employee.

D. These gifts shall be free of all death taxes.

### ARTICLE FOURTH

#### Gift of Residue

I give the residue of my estate (all of which is hereafter referred to as "my residuary estate") as follows:

A. I give my residuary estate to my spouse if my spouse survives me. If my spouse does not survive me, I give my residuary estate to the Trustee of THE NOBILI TRUST dated May 24, 1995, by and between ROLAND NOBILI and ROLAND NOBILI as Trustors, and ROLAND NOBILI and ROLAND NOBILI as Trustees as most recently amended in a Second Amendment dated on the same day, but immediately before the execution of this Will (referred to in this Will as

"THE NOBILI TRUST"), to be held, administered and distributed in accordance with the provisions of THE NOBILI TRUST and any amendments made thereto before my death.

B. If the dispositions made by this Will to THE NOBILI TRUST are not operative or are invalid for any reason or if THE NOBILI TRUST fails or has terminated or has been revoked, then I hereby incorporate by reference herein the terms of THE NOBILI TRUST as of the date of this Will or latest subsequent codicil, and without giving effect to any amendments made subsequent to the date of this Will or latest subsequent codicil and I give my residuary estate in trust to the Trustee named in THE NOBILI TRUST to be held, administered and distributed in accordance with the provisions of THE NOBILI TRUST.

## ARTICLE FIFTH

### Appointment of Executor

A. I nominate as Executor and as successor Executor of this Will those named below. Each successor Executor shall serve in the order designated if the prior designated Executor fails to qualify or ceases to act.

First:	My Spouse
Second:	CRAIG M. NOBILI
Third:	STEVEN J. NOBILI

B. No bond or surety shall be required of my Executor or any successor Executor.

C. All powers vested in my Executor shall be vested in and exercisable by any successor Executor. The term "my Executor" as used in this Will shall be deemed to refer to Co-Executors when so acting and to any personal representative of my estate.

D. In extension and not limitation of the powers given by law or other provisions of this Will, I give my Executor the following powers, to be exercised in the discretion of my Executor.

1. To sell with or without notice for cash or credit at either public or private sale and convey any property in my estate.

2. To retain any property in my estate for as long as my Executor deems appropriate at the risk of my estate.

3. To lease any property in my estate.

4. To borrow money and to encumber or hypothecate by mortgage, deed of trust, pledge, or otherwise, any property in my estate.

5. To invest and re-invest any surplus money in the Executor's hands in every kind of property, real, personal, or mixed, and every kind of investment, specifically including but not limited to interest-bearing accounts, corporate obligations of every kind,

preferred or common stocks, shares of investment trusts, investment companies, mutual funds, or common trust funds, including funds administered by the Executor, and mortgage participations, that persons of prudence, discretion and intelligence acquire for their own account.

6. To vote shares and securities, exercise stock rights and participate in re-organizational arrangements or the management of any corporation in which my estate may have an interest.

7. To partition, allot and distribute my estate in kind, pro rata or non pro rata, including undivided interests in my estate or any part of it, or partly in cash and partly in kind or entirely in cash, at current values, on any preliminary or final distribution of the property in my estate.

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

9. To join with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns before my death and to consent to any gifts made by my spouse as being made one-half (1/2) by me for gift tax purposes, even though such action subjects my estate to additional liabilities.

10. Without obtaining any authorization from the court having jurisdiction of my estate, to employ professional investment counsel upon such terms as my Executor deems proper and to pay the fees of such counsel as an expense of administration of my estate; provided, however, that my Executor shall be under no obligation to employ any such investment counsel.

11. My estate may be administered under the California Independent Administration of Estates Act.

12. Notwithstanding any provisions of the law to the contrary, if my spouse is acting as an Executor of my estate, he shall have the power to purchase assets of my estate or to exchange my spouse's assets for assets of my estate. All such sales and exchanges shall be for adequate consideration. This clause shall also apply to the sale or exchange of fractional interests in assets.

13. To the extent allowed by law, my Executor is authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Executor.

14. (a) To make any election authorized by the Internal Revenue Code (hereinafter referred to as the "Code") with respect to the property included in my gross estate for purposes of federal estate and generation-skipping taxation, including but not limited to:

- i. Selecting the valuation date of such property.
- ii. Determining whether any or all of the expenses of administration shall be used as federal estate tax deductions or as federal income tax deductions.
- iii. Allocating under Section 2632(a) of the Internal Revenue Code all or any portion of my federal exemption from the federal generation-skipping transfer tax.

15. I give my Executor the power to take any action that is consistent with this document with respect to Digital Assets owned by me that my Executor deems appropriate, including, but not limited to, accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a terms of service agreement or other governing instrument) with respect to such Digital Assets. My Executor may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such action with respect to the Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. Sections 2701, et seq.), to the extent that such lawful consent is required. For the purposes of this instrument "Digital Assets" shall include files stored on any of my digital devices or digital contents owned by me, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, both physical storage and remote storage, such as "cloud" storage, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device on which the digital item is stored. "Digital Assets" shall also include, without limitation, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, digital entertainment, such as electronic games, movies, and television shows, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items of technology develops, including any words, characters, codes, or contractual rights necessary to access such items, regardless of the ownership of the physical device upon which the digital item is stored.

## ARTICLE SIXTH

### Intentional Omission of Heirs and No Contest

A. Except as otherwise provided in this Will, I have intentionally omitted to provide herein for any of my heirs living at the date of my death. I have specifically omitted to provide in this Will for KEVIN P. NOBILI.

B. If any beneficiary or the agent or representative of any beneficiary of this Will takes any of the following actions, then (a) that beneficiary shall not inherit any asset under this Will, and (b) any gift in this Will 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 me without issue:

1. In any manner, directly or indirectly, without probable cause, challenges the validity or alleges the invalidity of this Will or one or more of the terms of provisions in this Will, whether administrative or dispositive, in any legal proceeding that will have the effect of thwarting my wishes as expressed in this Will 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 my integrated estate plan or one or more of the terms or provisions, whether administrative or dispositive, in any such other existing document comprising my integrated estate plan, including but not limited to any trust executed by me, any inter-vivos transfer document executed by me, any prenuptial, postnuptial, or property status agreement (or similar document) executed by me, any beneficiary designation form (or similar document) executed by me, or any power of attorney executed by me;

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 me 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 a trust I have created) of any asset that I am attempting to dispose of, on the grounds that any such asset was not my asset at the time of my death;

5. In any manner, directly or indirectly, without probable cause, challenges or disputes any document evidencing or under which I made any gift, assignment, or other transfer during my lifetime, upon the ground that the asset given, assigned, or otherwise transferred by me was not my asset at the time of the attempted gift, assignment, or transfer;

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 my estate or this Will or prosecutes any such action based upon any such claim; 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 Executor of this Will, any beneficiary of a trust I have created, or any beneficiary of any of my non-trust assets.

8. A pleading to challenge a transfer of property on the grounds that it was not the transferor's property at the time of the transfer as provided by Probate Code Section 21311.

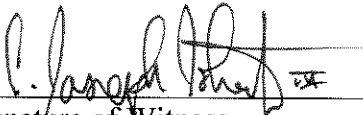
9. The filing of a creditor's claim of prosecution of an action based on it as provided by Probate Code Section 21311.

Furthermore, if any beneficiary or the agent or representative of any beneficiary under this Will initiates any legal proceeding that is related in any way to a contest of this Will, any fees, costs or expenses incurred by the Executor of this Will 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.

I subscribe my name to this Will on 05-29-15, at Danville, California.

  
ROLAND NOBILI

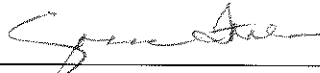
Attestation Clause. On the date written below, the testator declared to us, the undersigned, that this instrument, consisting of eight (8) pages, including the page signed by us as witnesses, was the testator's Will and requested us to act as witnesses to it. We understand this is the testator's Will. The testator signed this Will in our presence, all of us being present at the same time. We now, at the testator's request, in the testator's presence, and in the presence of each other, subscribe our names as witnesses, and we declare at the time of execution of this instrument, it is our belief that the testator is over age eighteen (18), is of sound and disposing mind and under no constraint. We have no knowledge of any facts indicating that the instrument, or any part of it, was procured by duress, menace, fraud, misrepresentation, or undue influence. Each of us is now age eighteen (18) or older, is a competent witness, and resides at the address set forth after his or her name.

  
Signature of Witness

  
Signature of Witness

We declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 5-29-2015, at Danville, California.

  
Signature of Witness

  
Signature of Witness

Printed Name:

C. Joseph Doherty

Printed Name:

Suzanne Fortin

Address:

2251 Gladwin Dr.  
Walnut Creek, CA 94596

Address:

201 Calle la Mesa  
Moraga, CA