

1/16/2024
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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF RIVERSIDE**

10 In Re:) Case No.: PRIN2100297
11)
12 in the matter of THE DIA KENSHALO) FIRST AND FINAL ACCOUNT OF
13 ABRAMS TRUST, dated December 16 , 2016) PRIOR-SUCCESSOR TRUSTEE, KEITH
14) HARPER AND PETITION FOR:
15)
16) 1. APPROVAL OF PRIOR-
17) SUCCESSOR TRUSTEE PRIOR
18) ACTS;
19)
20) 2. ALLOWANCE OF TRUSTEE
21) LOANS ADVANCED BY PRIOR-
22) SUCCESSOR TRUSTEE KEITH
23) HARPER;
24)
25) 3. ALLOWANCE OF TRUSTEE FEES
26) AND COSTS ADVANCED BY
27) PRIOR-SUCCESSOR TRUSTEE
28) KEITH HARPER; AND
29)
30) 4. ALLOWANCE OF ATTORNEY
31) FEES
32)
33) Hearing Date: 4/13/2024
34)
35) Time: 8:45AM
36)
37) Dept: PS3
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1 Petitioner, KEITH HARPER (“Petitioner” or “Harper”), Prior-Successor Trustee of THE DIA
2 KENSHALO ABRAMS TRUST, dated December 16, 2016, and amended and completely
3 restated on May 22, 2020 (the “Trust”), presents his verified *First and final account of prior-*
4 *successor trustee, Keith Harper and petition for: (1) Approval of prior-successor trustee prior*
5 *acts; (2) Allowance of trustee loans advanced by prior-successor trustee Keith Harper; (3)*
6 *Allowance of trustee fees and costs advanced by prior-successor trustee Keith Harper; and (4)*
7 *Allowance of attorney fees* (the “First Account”) for period **June 6, 2020 to December 1, 2023,**
8 **inclusive** (the “Accounting Period”), and alleges as follows:

9 1. Jurisdiction & Venue: Jurisdiction and venue in Riverside County, California are proper
10 for this Petition under Probate Code §17005(a) because it is the principal place of administration
11 of the Trust.

12 BACKGROUND

13 2. Settlor and Initial Trustee: On December 16, 2016, Dia Kenshalo Abrams (“Abrams”) was the Settlor and sole Trustee of *The Dia Kenshalo Abrams Trust*, dated December 16, 2016.
14 On May 22, 2020, she executed a document of event date entitled, *First Amended and Complete*
15 *Restatement of The Dia Kenshalo Abrams Trust UDT December 16, 2016*. A true and correct
16 copy of the Trust and Amendment in its entirety are attached hereto as Exhibit “A” and Exhibit
17 “B” respectively and made a part hereof by this reference.

18 3. Settlors Disappearance: On or about June 6, 2020, Dia Kenshalo Abrams disappeared and
19 her whereabouts continue to be unknown.

20 4. Successor Trustee: The Trust designates Petitioner, Keith Harper as First Alternate
21 Trustee and Diana Fedder (“Fedder”) as Second Alternate Trustee (*Id.*, p. 2.). No notification
22 under Probate Code §16061.7 was issued by Petitioner during the Administration of trust. Upon
23 Abrams’ disappearance, Fedder began managing the financials of the Trust estate, while Harper
24 managed the maintenance and upkeep of the property known as Bonita Vista Ranch. As
25 explained more fully herein below, Fedders and Harper worked together to manage the assets of
26 Abrams immediately after her disappearance. This included continuing to managing the Airbnb
27 rental commenced by Abrams, collecting rental incomes from properties, upkeep and care of
28 animals, grounds and properties as necessary.

1 5. No Compensation Paid During Account Period. No compensation has been paid from the
2 Truste estate to Petitioner or Petitioner’s attorneys during the Account period.

3 6. Family or Affiliated Relationship. Petitioner alleges on information and belief that
4 during the Account period, Petitioner did not hire any person or entity who has a relations to
5 them or Petitioner’s attorney.

6 7. Investment of Cash. The Trust Estate consists of Settlor’s separate property, which was
7 held in cash at Chase Bank as well as real property assets. On or about July 6, 2020, 30 days after
8 the disappearance of Abrams, the bank accounts held in Chase Bank were frozen by the bank and
9 assets held in the accounts were not available to Petitioner for payment of trust expenses.
10 Petitioner received bank statement until approximately May 2022. All funds held in Chase Bank
11 are believed to be in the current possession of the current Successor Trustee. This Account
12 shows the receipts noted on the available statements in the possession of the Prior-Trustee.
13 Petitioner has no access to obtain additional information or statements to bring the balances of the
14 Chase Bank account current on the Account Schedules.

15 8. Purchases, Exchange or Change in Form of Assets. During the Account period, no
16 change in the form of Trust Estate’s assets as follows:

17 a. Garage Sale: A garage sale was held on or about September 6, 2020 to be able to
18 obtain cash to pay outstanding liabilities of the estate. The personal items
19 converted to \$1641.00 of gross cash as a result of the garage sale.

20 9. Estate Taxes. Petitioner has not filed Federal of State tax returns for the Settlor as the
21 requirement for estate tax filing will not commence until such time that the Settlor is deemed
22 deceased.

23 10. Property Taxes. Petitioner alleges on information and belief that all personal property
24 taxes owed by the Settlor of the Trust Estate has been paid in full.

25 11. Real Property Taxes. Petitioner alleges on information and belief that all real property
26 taxes, for which Petitioner received a notice from the County Assessor’s office, have been paid.

27 12. Trust is insolvent. The Trust is not solvent and has not had sufficient liquid assets to pay
28 all debts and liabilities during the Account period. Petitioner has used his own personal funds to
supplement the deficit in trust assets for the payment of Trust Estate liabilities. This Account
includes advances made by Trustee during the Account period. However, additional receipts are

1 still pending and supplements to the Account may be necessary as receipts are produced by
2 companies/banks.

3 13. Persons Affected by Petition: The names, last known addresses, relationship to Trust
4 Settlor of the Trust beneficiaries and all the people whose interests in the Trust estate are affected
5 by this Petition and are entitled to Notice of these proceedings are as follows:

<u>Name & Address</u>	<u>Relationship</u>
Isidro Garcia 39590 Anza Trail West Anza, CA 92539	None
Julie Stanford P.O. Box 11 Mountain Center, CA 92561	None
Victor Valentimo 12774 Torrey Bluff Drive, Apt 95 San Diego, CA 92130	None
Diana Fedder P.O. Box 107 Broxton, GA 31519	Named Alternate Trustee
Keith Harper P.O. Box 1 Mountain Center, CA 92561	Prior-Successor Trustee
Michael Wachtell Gordon C. Stuart BUCHALTER, APC 1000 Wilshire Blvd., Ste.150 Los Angeles, CA 90017	Attorney for Invenz, Inc. By and through its Executive Officer, Richard Munro, Trustee.
Matthew R. Owens Courtney A. Sorensen 12830 El Camino Real, Suite 350 San Diego, CA 92130	Attorney for Clinton Abrams and Crisara Abrams

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22 14. Summary of Account: Prior-Successor Trustee is chargeable with and are entitled to the
23 credits as set forth in the Summary of Account, for the period of June 6, 2020 to December 1,
24 2020, inclusive, the supporting schedules of which are attached hereto as Exhibit "C". Petitioner
25 is informed that the Summary of Account is unbalanced. There are outstanding verifications
26 pending for the source of funds used to pay outstanding liabilities, as well as pending receipts
27 from companies who are not in the possession of Petitioner. However, Petitioner desired to
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1 comply with this Court's order to supply an Account of his actions and reserves the right to
2 supplement this Account to resolve the unbalance of cash.

3 **PETITION FOR APPROVAL OF PRIOR ACTS OF PRIOR SUCCESSOR TRUSTEE**

4 15. During the Account Period, but only for a period of time as set forth below, the Prior-
5 Successor Trustee managed and administered the Trust Estate to the best of his ability and
6 rendered valuable services to the Estate in connection herein.

7 16. Petitioner's Actions. From as early as June 6, 2020, upon the disappearance of
8 Settlor, Petitioner took care of the real property known as 58111 Bonta Vista , Mountain Center,
9 California (the "Ranch"). This entailed, but not limited to managing the workers for the
10 maintenance and upkeep of the grounds, the maintenance and care of the animals in the Ranch,
11 the payment of mortgage payments, property taxes, utilities, maintenance and repairs. Further,
12 Petitioner collected the rents from renters occupying the real property known as 28893 Bonita
13 Vista, Mountain Center, California (the "Skyhigh"). All rents received were applied toward the
14 Trust liabilities and expenses. However, the income received during the administration were
15 insufficient to meet all liabilities and expenses.

16 a. Actions by Diana Fedder. For the period of June 6, 2020 to on or about February
17 18, 2021, Diane Fedder managed the finances for the Trust Estate. No report for
18 said actions by Fedder is noted on the current Account filed with this court. The
19 Petitioner was not able to confirm transactions that were reported in the
20 spreadsheet provided by Fedders before ending her management of trust assets. A
21 true copy of the spreadsheet is attached herein as Exhibit "D". Petitioner is under
22 the information and believe that the bank statements supporting Fedder's actions
23 are in the current possession of the current Trustee. Petitioner, through counsel,
24 has requested any statements be copied so that a supplement can be completed to
25 update the period of Account to include Fedder's actions. In the alternative,
26 Petitioner requests that Diana Fedder be ordered to account for any actions she
27 took during the period of account.

28 b. Trust Accounting. Petitioner began assembling the Trust's financial documents
and working with his prior attorney to prepare the First and Final Account of the
Trust for the period of June 6, 2020 to December 1, 2023. However, Petitioner's

1 prior attorney was not able to complete the accounting pursuant to this court's
2 order based on the reason provided by prior attorney's declaration filed on or
3 about January 15, 2024 and attached herein as Exhibit "E". Petitioner released his
4 prior attorney on January 8, 2024, when Petitioner was advised that no accounting
5 schedules had been produced by the prior attorney's office. Petitioner
6 immediately sought new counsel to assist with the completion of the Trust
7 Accounting. Current Counsel on records has completed the Account based on the
8 information previously requested by prior attorney of Petitioner. However,
9 Petitioner has recently learned that additional information to comply to the
10 Account pursuant to Probate Code is needed and is currently gathering the
11 necessary information to provide additional information to the Court and Current
Trustee.

12 17. Reimbursement of Loans Advanced to Trust. Petitioner has administered the Trust
13 according to its terms, performing the duties to the best of his abilities and through the
14 guidance of prior counsel. Petitioner loyally and impartially administered the Trust and
15 performed all duties. During the Account Period, Petitioner has loaned to the Trust from
16 his personal funds, in the approximate sum of \$197,485.23 for payment of liabilities and
17 costs, due to the lack of liquidity of the Trust estate. Additional sums may be later
18 supplemented when the additional information from banks and companies comes into the
19 possession of the Petitioner. Petitioner reserves the right to supplement the sum of loans
20 made to the Trust and additional information becomes available. Petitioner requests an
21 order authorizing and directing the Trust to reimburse Petitioner for loans he advanced
the Trust from June 6, 2020 to December 1, 2023.

22 18. Trustee Compensation. Petitioner has administered and maintained trust assets in
23 accordance with Trust terms. The Trust authorizes the Trustee to pay themselves a
24 reasonable fee without Court order, pursuant to Part 6, Section 6.9 "Compensation of
25 Trustee". To date, Petitioner has received no compensation as Successor Trustee of the
26 Trust. Petitioner has expended substantial number of hours taking care of the grounds,
27 managing the financial matters of the Trust from on or about March 2021 to December
28 2023, taken care of the animals, purchased necessary supplies, made repairs and managed

1 laborers. Petitioner sought legal counsel to assist with the management of the Trust, as
2 well as obtained counsel to respond to the several actions filed in relations to this matter.
3 Petitioner has spent approximately 30,000 hours in the management and maintenance of
4 the Trust assets. Petitioner requests an order authorizing a reasonable compensation for
5 the Trustee for services rendered to the Trust during the Account period, in the amount not
6 less than **\$75,000.00**. Petitioner agrees to further discuss compensation with current
7 Trustee to determine a reasonable amount agreed upon between the parties.

8 19. Attorney Compensation. During the Account period, Petitioner retained legal services to
9 assist in the administration of the Trust and in relations to the litigation in these
10 proceedings. Based on the prior entered settlement agreement, the Trust agrees to pay up
11 to \$50,000.00 in attorney fees. A true and correct copy of the settlement terms are
12 attached herein as Exhibit "F". Petitioner has spent in excess of the agreed upon amount
13 and requests reimbursement for legal fees advanced by Petitioner in the amount of
14 **\$50,000.00**.

15 20. Bond. The terms of the Trust waive bond of any trustee nominated herein.

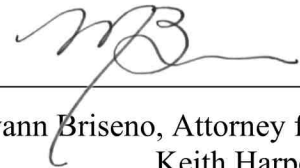
16 **WHEREFORE,** Petitioner KEITH HARPER request the Court make the following orders:

- 17 1. Notice of hearing on the verified *first and final account of prior-successor trustee, Keith*
18 *Harper and petition for: (1) Approval of prior-successor trustee prior acts; (2)*
19 *Allowance of trustee loans advanced by prior-successor trustee Keith Harper; (3)*
20 *Allowance of trustee fees and costs advanced by prior-successor trustee Keith Harper;*
21 *and (4) Allowance of attorney fees* has been given as required by law or has been
22 waived.
- 23 2. All of the facts stated in the verified *first and final account of prior-successor trustee,*
24 *Keith Harper and petition for: (1) Approval of prior-successor trustee prior acts; (2)*
25 *Allowance of trustee loans advanced by prior-successor trustee Keith Harper; (3)*
26 *Allowance of trustee fees and costs advanced by prior-successor trustee Keith Harper;*
27 *and (4) Allowance of attorney fees* are true and that all noticed required by law have
28 been duly given;

- 1 3. *First and final account of prior-successor trustee, Keith Harper and petition for: (1)*
2 *Approval of prior-successor trustee prior acts; (2) Allowance of trustee loans advanced*
3 *by prior-successor trustee Keith Harper; (3) Allowance of trustee fees and costs*
4 *advanced by prior-successor trustee Keith Harper; and (4) Allowance of attorney fees*
5 *for the account period of June 6, 2020 to December 1, 2023 be settled, allowed and*
6 *approved as filed;*
- 7 4. All acts and transactions taken by KEITH HARPER as Prior-Successor Trustee of the
8 Dia Kenshalo Abrams Trust dated May 22, 2020, during the account period of June 6,
9 2020 to December 1, 2023, as set forth in *first and final account of prior-successor*
10 *trustee, Keith Harper and petition for: (1) Approval of prior-successor trustee prior acts;*
11 *(2) Allowance of trustee loans advanced by prior-successor trustee Keith Harper; (3)*
12 *Allowance of trustee fees and costs advanced by prior-successor trustee Keith Harper;*
13 *and (4) Allowance of attorney fees be ratified, confirmed and approved.*
- 14 5. Authorizes and ratified KEITH HARPER's actions in making loans to the Trust from his
15 personal funds during the Account period in the sum no less than \$197,000.00, during the
16 Account period.
- 17 6. Authorized and directs Current Trustee to pay Petitioner, KEITH HARPER the sum no
18 less than \$75,000.00, or an amount agreed upon by the parties, as and for reasonable
19 Trustee compensation for services rendered to the Trust estate during the Account period.
- 20 7. That attorney's fees in the amount of \$50,000.00, as previously agreed upon by the
21 parties, be reimbursed to Petitioner, KEITH HARPER.
- 22 8. For such further orders as the court deems just and proper.

23 DATED: 01/15/2024

24 THE BRISENO LAW FIRM

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26 Maryann Briseno, Attorney for
27 Keith Harper,
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VERIFICATION

I, KEITH HARPER, Prior-Successor Trustee and Beneficiary of the Dia Kenshalo Abrams Trust dated December 16, 2016 and Amended and Completely Restated on May 22, 2020, declare that I have read the foregoing *First and final account of prior-successor trustee, Keith Harper and petition for: (1) Approval of prior-successor trustee prior acts; (2) Allowance of trustee loans advanced by prior-successor trustee Keith Harper; (3) Allowance of trustee fees and costs advanced by prior-successor trustee Keith Harper; and (4) Allowance of attorney fees* and know its contents. It is true of my own knowledge except for the matters that are stated in it on information and belief, and regarding those matters I believe it to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 01/15/2024


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Keith Harper, Prior-Successor Trustee

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EXHIBIT “A”

TRUST AGREEMENT
OF
DIA KENSHALO ABRAMS

THIS TRUST AGREEMENT is made by, **DIA KENSHALO ABRAMS**, hereinafter called "Trustor," and, **DIA KENSHALO ABRAMS**, hereinafter referred to as "Trustee", of the County of Riverside, State of California. Reference in this Trust to the Trustee shall be deemed a reference to whomever is serving as Trustee, whether original, alternate or successor.

The initial primary beneficiary of this Trust Estate shall be **DIA KENSHALO ABRAMS**. The effective date of this **Trust Agreement** shall be **December 16th, 2016**.

ARTICLE I. TRUST PROPERTY

A. Original Trust Estate

The Trustor acknowledges that she transferred to the Trustee without consideration, the property listed on Schedule "A" attached hereto, which is the original corpus of the Trust Estate.

B. Additions to Trust Estate

Additional property may be added to the Trust Estate at any time by the Trustor or by any person or persons, by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as the Trust Estate, and shall be held, managed and distributed as herein provided.

ARTICLE II. REVOCATION AND AMENDMENT

The Trustor, during her life may, at any time, and upon successive occasions, revoke this Trust in whole or in part, or may alter or amend any of its provisions and any amendment may be similarly cancelled or amended; provided, however that the duties and responsibilities of the Trustee shall not be substantially changed without the Trustee's written consent. If the Trustor is incompetent, such power to revoke or amend the Trust may be exercised by the guardian or conservator at the direction of a Court of competent jurisdiction.

ARTICLE III. ORIGINAL AND SUCCESSOR TRUSTEES

A. Original Trustee

The original Trustee under this Declaration of Trust, shall be, **DIA KENSHALO ABRAMS**, to serve with all of the obligations, powers, and authority contained within this Trust Agreement.

B. Death or Resignation of Original Trustee

In the event, **DIA KENSHALO ABRAMS**, cannot or will not, or if for any reason she ceases to serve as Trustee hereunder, then Trustor nominates and appoints her daughter, ~~CRISATA ABRAMS~~^{JOA}, to serve as Trustee hereunder without the approval of any Court. Denied 12/12/2018

C. Resignation of Trustee

The Trustee of any Trust hereunder, including any successor Trustee, may resign by delivering to all income Beneficiaries hereunder written notice of such

resignation. In the event of such resignation, and if the successor Trustees named in this instrument are unavailable or refuse to serve, said income Beneficiaries who are adults shall have the right to appoint a Trustee in its place; provided that if no income Beneficiaries are adults, then such appointment shall be made by the parents or legal guardians of such income beneficiaries, provided further, that in the event of a dispute among such income Beneficiaries, their parents or their guardians, the majority shall prevail. In the event there is a tie vote, a petition to a court of competent jurisdiction shall be made to appoint the Trustee.

A resigned Trustee shall serve as Trustee until its successor shall accept office, and shall execute all instruments and do all acts necessary to vest title of the Trust Estate in the successor Trustee, without Court accounting.

A majority of the adult Beneficiaries may, without liability to themselves, approve the accounts and give full release and discharge to any discharged or resigned Trustee, and this shall be binding upon all persons whomsoever.

D. Duties and Responsibilities of Successor Trustees

No Successor Trustee shall have any responsibility for any acts or omissions of any prior Trustee and no duty to audit or investigate the accounts or administration of such Trustee; nor, unless in writing requested to do so by a person having a present or future beneficial interest under a Trust hereunder, any duty to take action to obtain redress for breach of Trust. Any action or claim against any previous Trustee must in any event be asserted or filed by any Beneficiary within

one year after the appointment of a Successor Trustee.

E. Bonds

No Trustee shall be required to post any bond or other security for the faithful performance of any duties or obligations of such office.

ARTICLE IV. DISTRIBUTIONS DURING LIFE OF TRUSTOR

During the lifetime of the Trustor, the Trustee, as directed by the Trustor or in her sole discretion if the Trustor is unable to direct the Trustee, can pay or apply the net income and corpus, or so much as she chooses, under the terms of this Trust Agreement to, or for the benefit of the Trustor and may add to principal any income not so expended. The judgment of the Trustee, as to the propriety and amount of such payment shall be conclusive.

ARTICLE V. TERMS OF TRUST DISTRIBUTION

Upon the death of the Trustor, the Trustee is directed to pay all legal debts (except un-matured mortgages and/or Trust Deeds on real estate) and all expenses of the last illness, funeral and burial as well as all estate, inheritance, succession or other death taxes imposed upon, or in relation to any property required by any tax law to be included in, the gross Estate, and then distribute the remaining assets of the Trust Estate including any accumulation thereon in the following manner:

- a) The entire trust estate and any additions thereto to Trustor's daughter, ~~CRISABA ABRAMS~~ alone and in the event ~~CRISABA ABRAMS~~ should predecease Trustor, then, in that event, that predeceased child's Trust share

Denied 12/12/2018
~~CRISABA ABRAMS~~ *DA*
~~CRISABA ABRAMS~~ *Denied 12/12/2018*

is to pass to VICTOR VALENTINO.

The children of Trustor are:

CRISARA ABRAMS, and

CLINTON ABRAMS.

- b) Trustor leaves nothing but her love and affection to her son, CLINTON ABRAMS, and daughter Crisara Abrams ^{DIA} 12/12/2018
- c) Trustor leaves a gift of \$5,000.00 ISIDRO GARCIA.
- d) Trustor leaves a gift of \$5,000.00 VICTOR VALENTINO.
- e) In the event any share valued at \$15,000.00 or less in this Trust Estate shall be distributed to a person who has not yet obtained the age of majority, (18 years) then the Trustee is directed to establish for such minor person, by way of distribution hereunder, a statutorily proper account under the provisions of the California Uniform Transfer to Minors Act. The Trustee is directed to act as custodian and the alternate Trustee is directed to act as substitute custodian. The custodianship shall remain in effect until the beneficiary reaches 18 years of age.
- f) **Settlor May Appoint Disposition of Personal Property**

The Settlor shall have the power to appoint the disposition of any or all items of the Settlor's tangible personal property valued at \$5,000.00 or less, per item included in the trust. This power may be exercised in a dated writing signed by the Settlor and delivered to the Trustee. The writing need not expressly

refer to this trust, and any additional formalities otherwise required by this document for exercising a power of appointment shall not apply. Unless otherwise provided in the exercise of the power, the appointment of any item of property that is not trust property at the Settlor's death and does not pass to the trust as a result of the Settlor's death shall fail, and any gifts appointed to a person who fails to survive the Settlor shall lapse.

A. Termination

1. Discretionary Termination

Any time that a Trust or Trust share created under this Agreement has, in the judgement of the Trustee, a value so low that the expenses of maintaining the Trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such Trust or Trust share. In case of such termination, the Trustee shall distribute forthwith the share so terminated to the Beneficiaries thereof.

2. Mandatory Termination

The Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the death of the last surviving Beneficiary herein named who is living at the time of the Trustor's death, it being the intent of the Trustor that this Trust Agreement shall be interpreted so as not to violate the Rule Against Perpetuities. The Trust Estate, upon such termination, shall be distributed to the Beneficiaries for whom, at the time, a share or subshare has been set aside, each such Beneficiary to receive his or her share or subshare and any accumulations

thereon.

ARTICLE VI. SUPPORT AND MAINTENANCE

A. Standards

During the life of the Trustor the Trustee is to apply all the income and principal of the Trust as may be necessary to support the Trustor and provide for her very best care and comfort. The only consideration the Trustee shall have which should mitigate the full use of all the income and principal of the Trust to provide for the support, care and comfort of the Trustor is whether the use of all the principal of the Trust will result in a situation where the Trustor will receive inadequate support, care and comfort in the future. The Trustee is directed to use her best judgment to balance the present needs of the Trustor against the future needs of the Trustor when using the principal of the Trust to pay for the Trustor's support, care and comfort.

B. Conservator or Guardian of Trustor

In the event the Trustor should have a conservator or guardian appointed to care for her person, the Trustee is authorized to disburse from Trust income or principal funds to reimburse such a conservator or guardian for reasonable expenses incurred in accommodating the Trustor. The Trustor does not want a conservator or guardian of her to incur unreimbursed personal expenses in carrying out the duties of a conservator or guardian of the person of Trustor.

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ARTICLE VII POWERS OF TRUSTEE

The Trustee shall have the following powers, duties and discretion in addition to those otherwise granted therein or by law and except as elsewhere herein specifically restricted.

A. Retention

The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee, although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of the other Trust assets; and, although it represents a large percentage or all of the Trust Estate, this said original property may accordingly be held as a permanent investment.

The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms, for such time and in such manner as it may deem advisable, to hold, retain and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate; to use the general assets of the Trust for the purpose of the business; to borrow money for business purposes and

pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees or agents as it may deem advisable in the management of such business, including electing directors, officers, or employees of the Trustee to take part in the management of such business as directors or officers.

B. Deposit Accounts

Either Joint Trustee acting alone has the power under the Trust Agreement, to open, deposit in, and draw on any checking, savings, agency, certificate of deposit, or any other accounts, that the Trustees may have, in trust, in any banks or financial institutions and any accounts with securities brokers or other commercial institutions, and to terminate such accounts. A bank, financial institution or security brokerage relying upon this Trust Agreement shall not have any liability to a non-signing co-trustee on account of the actions of a co-trustee who signs alone to withdraw money from such a bank, financial institution or security brokerage.

C. General Property Powers

The Trustee shall have all such powers and is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including, without limiting the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, or repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond

the duration of the Trust concerned for any purpose, including the exploration for and removal of oil, gas and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements and other servitude; to compromise, arbitrate or otherwise adjust claims in favor of or against the Trust; to institute, compromise and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

D. Powers Regarding Securities

The Trustee shall have, respecting securities, all the rights, powers and privileges of an owner, including the right to vote stock, give proxies, pay assessments and other sums deemed by the Trustee to be necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with, and transfer title to, any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to open an account with a brokerage firm of the choosing of the Trustee in the Trustee's name, in her own behalf, for the purpose of purchasing and selling of all kinds of securities and authorizing such brokerage firm to act upon any orders, including margin orders, options, both covered and uncovered, instructions with respect to such accounts and/or the delivery of securities or money therefrom received from said Trustee; and to retain

as an investment any securities or other property received through the exercise of any of the foregoing powers. The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this paragraph.

E. Exercise Stock Options

The Trustee is expressly authorized in the Trustee's sole discretion to exercise any option to purchase stock under any stock option purchase plan in which the Trustor is a participant or may hold such option rights to the extent that any such option rights may be exercised by the Trustee even though the stock involved is stock of a corporation which may be serving as corporate Trustee hereunder, regardless of the amount of such stock or the percentage of the Trust Estate which may be invested in such stock before or after any purchase under such option.

F. Investment Powers

1. General

The Trustee has the power to invest and reinvest principal and income, to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, shares in one or more mutual funds, in any Common Trust Funds administered by the Trustee, corporate obligations of every kind, and stock, preferred or common, which persons of prudence and discretion and intelligence acquire for their own accounts.

The Trustee is further authorized to buy, sell and trade in securities of any

nature (including short sales) on margin, and for such purpose may maintain and operate margin accounts with brokers, any may pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustee.

2. Life Insurance and Annuities

The Trustee is authorized in the Trustee's discretion to buy policies of life insurance and/or annuities on the life or for the benefit of any Trust Beneficiaries and to hold and pay for the same as an investment and asset of the Trust, at any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine.

The Trustee shall have the following powers, duties and discretion with respect to policies of life insurance held as a part of the Trust Estate.

a. The Trustee may pay premiums, assessments or other charges with respect to such policies together with all other charges upon such policies or otherwise required to preserve them as binding contracts, but shall be under no duty to do so.

b. In the event that the Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by it, or otherwise to cancel, convert or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.

c. Any amounts received by the Trustee with respect to any policy as a

dividend shall be treated as principal.

d. Upon the receipt of proof of death of any person whose life is insured for the benefit of any Trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective Trust Estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

e. The Trustee may accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement.

f. The Trustee may compromise, arbitrate or otherwise adjust claims upon any policies, and may, but shall not be required to exercise any settlement options available under such 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.

G. Determination of Income and Principal

The Trustee shall have the power and the authority to determine income and principal, and how receipts and disbursements, including the fees to the Trustee, shall be credited, charged or apportioned as between income and principal; however, all such determination shall be made in accordance with the law of the state of the situs of the Trust, and the decision and the accounts of the Trustee, in

accordance with said provisions, shall be binding on all persons in interest.

Notwithstanding the foregoing, the Trustee shall: (1) allocate to principal all dividends or other payments made by any corporation or mutual investment company that are designated by the company as a distribution of capital gains; (2) where a premium has been paid or a discount received in connection with the purchase of a bond, amortize such premium or discount by making an appropriate charge or credit to income as the case may be; and (3) charge income from time to time with a reasonable reserve for (a) depreciation of all income-producing depreciable real or personal property, and capital improvements and extraordinary repairs on income producing property; (b) depletion of all depletable natural resources; and © all intangible property having a limited economic life. Such allocations and charges need not be made, however, if written consents are obtained from all income Beneficiaries and remaindermen, vested or contingent, living and competent to act.

H. Distributions to or for Minor or Incompetent

If at any time any Beneficiary entitled to receive income and/or principal hereunder shall be a minor or an incompetent or a person whom the Trustee deems to be unable, wisely or properly, to handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more, or any combination of the following ways:

1. Directly to such Beneficiary, or

2. To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of such Beneficiary, or

3. To any person or organization furnishing support for the Beneficiary, or

4. By the Trustee retaining the principal and making expenditures directly for the support of such Beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee if disbursed for such purpose in the best judgment of the Trustee shall be full acquittance to the Trustee. The decision of the Trustee as to direct payments or application of funds in the manner herein prescribed shall be conclusive and binding upon all parties in interest if made in good faith. The Trustee is requested to make all such disbursements in a way calculated to dispense with the necessity of guardianship proceedings.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assume and enforce the due application of such money to the purposes aforesaid.

I. Disbursement for Funeral and Last Illness

The Trustee may pay for the last illness, funeral and burial expenses of the Trustor or any other Beneficiary of this Trust unless adequate provision shall have been made therefor through the Trustor's Probate Estate or otherwise.

J. Notification of Trustee

Until the Trustee shall receive written notice of any birth, marriage, death, or

other event upon which the right to payment from this Trust may depend, the Trustee shall incur no liability for disbursements or distributions made or omitted in good faith.

K. Division of Trust

In making the distributions to any Trust share created under this Agreement, the Judgment of the Trustee concerning the valuation of assets distributed shall be binding and conclusive upon all Beneficiaries. The Trustee may distribute the shares to the various Trusts or to Beneficiaries by making distribution in cash, or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the Trustee in its sole and absolute discretion deems advisable. The Trustee may sell such property as it deems necessary to make any such division or distribution. The Trustee shall not be required to make physical division of the Trust property, except when necessary for the purposes of distribution, but may, in the Trustee's discretion, maintain and keep the assets of any separate trusts in one or more consolidated trust funds, and as to each consolidated trust fund, the division into various shares comprising such trust fund need to be made only upon the Trustee's books of account, in which each separate Trust shall be allotted its proportional share of the principal and income of the consolidated fund and shall be charged with its proportionate part of expenses thereof.

L. Provision for Taxes

Upon the death of the Trustor or any other Beneficiary, any estate, inheritance,

succession or other death taxes, duties, charges or assessments, together with interest, penalties, costs, Trustee's compensation and attorney's fees which shall become due by reason of the Trust Estate or any interest therein being includable in the Estate of the Trustor or such other Beneficiary for such tax purposes, may be paid from the Trust Estate by the Trustee, in its discretion, unless other adequate provision shall have been made therefor. The Trustee may make such payments directly, or to the Executor or other fiduciary of the Trustor or such other Beneficiary and may rely upon the written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs. The decision of the Trustee as to any such payments shall be conclusive and binding upon all parties interested in this Trust or such Estate. If the Trust Estate shall be then insufficient or if it be then terminated, the Trustee shall be reimbursed by the persons to whom the Trust Estate shall have been distributed, to the extent of the amount received by each distributee. The Trustee, before making any distribution of either income or principal, may accordingly require a refunding agreement or may withhold distribution pending determination or release of any tax lien.

The Trustee is authorized to acquire by purchase, exchange or otherwise, property, real, personal or mixed, from the Executor or Administrator of the Estate of any Beneficiary of this Trust, even though such property may not be of a character prescribed by law or by the terms of the Trust instrument or the investment of trust funds, and although the acquisition of such property may result in a large

percentage or all of the Trust Estate being invested in one class of property. The Trustee is expressly authorized to retain the property so acquired so long as it shall deem this advisable and to make secured or unsecured loans to the Executor or Administrator of such Estate upon such terms as the Trustee shall deem advisable, such procedures being authorized to the extent that they do not adversely affect or diminish the deduction available to the Estate. Such purchases or loans shall be without liability to the Trustee for loss resulting to the Trust Estate therefrom. In any dealings with the fiduciary of the Estate, the Trustee may rely upon the statement of such fiduciary as to all material facts.

M. Payment of Trust Expenses

The Trustee shall have the authority to pay all costs, charges and expenses of the Trust Estate, together with reasonable compensation for the Trustee's services hereunder, including services in whole or partial distribution of the Trust Estate; and to employ and compensate from the Trust Estate such agents, assistants and attorneys as in the Trustee's judgment shall be necessary to protect and manage the Trust property.

N. Commence or Defend Litigation

The Trustee may commence or defend such litigation with respect to the Trust or any property of the Trust Estate and the Trustee may deem advisable at the expense of the Trust.

//

O. Compromise Claims

The Trustee may compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

P. Adjustment for Tax Consequences

The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this Trust and its Beneficiaries and to allocate the benefits among the various Beneficiaries and to make adjustments in the rights of any Beneficiaries or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one Beneficiary or a group of Beneficiaries over others.

Q. Right of Trustee to Probate Trust Assets

Notwithstanding any other provisions of this Trust Agreement, the Trustee may, in its sole discretion, direct the Executor of the Will of the Trustor, to subject up to and including all Trust assets to the jurisdiction of the Probate Court as if no living transfers had been made to the Trust.

R. Budget Income and Expenses

The Trustee shall have the power to budget the estimated annual income and expenses of the Trust or Trust share in such manner as to equalize as far as possible periodic income payments to Beneficiaries.

S. Interest

The Trustee shall not pay interest on any distributions required to be made in the Trust Agreement.

ARTICLE VIII. GENERAL PROVISIONS

The administration of any Trust provided for herein shall be subject to the following general provisions.

A. Annual Accounting

The Trustee shall render an annual accounting to the Beneficiary or Beneficiaries of the Trust not more than one hundred twenty (120) days following the close of the fiscal year of the Trust.

B. Spendthrift Clause

The interest of the Beneficiaries in the principal and/or income of the Trust shall not be subject to the claim or claims of their creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

C. Partial Invalidity

If any provision of this instrument is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any Trust herein established exceeds the longest permissible period, it shall persist in its period for the longest period permissible, then terminate.

D. Headings

The headings in this instrument are for convenience only and are not part of

the text.

E. Situs of Trust

The situs of the Trust shall be California. The situs of the Trust may be transferred from California to such other jurisdiction as the majority of the income Beneficiaries may designate, however, only upon written notice given to the Trustee.

F. Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

G. Application to Probate Court

If any disputes arise as to interpretation of this Agreement, or there is need to obtain Court approval of any accounting or any interpretation in regard to this Agreement, the Trustor directs the Trustee to make application to the Probate Court; it being the intent of the Trustor that the Probate Court shall not assume continuing jurisdiction.

H. Trust Shares or Subshares

For purposes of simplicity, the Trustor has used in this Trust Agreement the terms "shares" and "subshares." The Trustor intends, however, that each share or subshare shall be a separate Trust.

I. Number and Gender

As used in this Trust Agreement, the masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the others

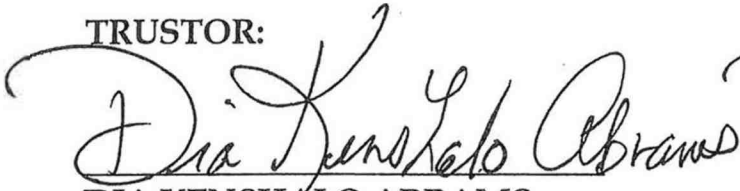
when the context so indicates.

This is to witness that I, **DIA KENSHALO ABRAMS**, have read the provisions of the **DIA KENSHALO ABRAMS TRUST AGREEMENT** and understand the provisions herein.


IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind, **DIA KENSHALO ABRAMS**, as Trustor, and, **DIA KENSHALO ABRAMS**, as Trustee; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

Dated at Hemet, California this 16th day of December, 2016.

TRUSTOR:


DIA KENSHALO ABRAMS

TRUSTEE:


DIA KENSHALO ABRAMS

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 Riverside

On 12/16, 2016, before me, Janice Braaten, Notary Public, personally appeared DIA KENSHALO ABRAMS, 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 she executed the same in her authorized capacity, and that by her 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Braaten
Janice Braaten, Notary Public



[SEAL]

[NOTARY ACKNOWLEDGMENT CONTINUED ON NEXT PAGE]
[NOTARY ACKNOWLEDGMENT CONTINUED FROM PREVIOUS PAGE]

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 Riverside

On 12/16, 2016, before me, Janice Braaten, Notary Public, personally appeared DIA KENSHALO ABRAMS, 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 she executed the same in her authorized capacity, and that by her 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Braaten
Janice Braaten, Notary Public



[SEAL]

* * *

DEED OF GIFT

THE UNDERSIGNED, as Trustor under that certain Trust Agreement dated **December 16, 2016**, does hereby deliver and transfer to the Trustee under the above-mentioned Trust the following personal property:

1. ALL PERSONAL EFFECTS, including but not limited to:
 - A. Jewelry;
 - B. Clothing;
 - C. Collections;
2. ALL CASH;
3. ALL DEPOSIT ACCOUNTS, including but not limited to: all Checking, Saving, Certificates of Deposit, Credit Union and Brokerage Accounts;
4. ALL FURNITURE, FURNISHINGS, AND ANTIQUES;
5. ALL PETS, ANIMALS AND LIVESTOCK.

DATED: DECEMBER 16 2016


DIA KENSHALO ABRAMS

SCHEDULE "A"

1. Real property located in Riverside County, State of California with A.P.N. 567-170-002-0

Legal Description:

The North half of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Base and Meridian, as shown by United States Government Survey Recorded as Instrument No. 61518, in Book 3173, Page 191 of Official Records.

2. Real property located in Riverside County, State of California with A.P.N. 567-170-006

Legal Description:

The South half of the Northeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

3. Real property located in Riverside County, State of California with A.P.N. 567-170-010-7

Legal Description:

The North half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 28, Township 5 South, Range 3 East, San Bernardino Meridian, in the County of Riverside, State of California, according to the Official Plat thereof.

4. Real property located in Riverside County, State of California with A.P.N. 567-190-002-2

Legal Description:

PARCEL 1:

THE NORTH HALF OF THE NORTHWEST QUARTER SECTION 35, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; AND SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE PORTION THEREOF CONVEYED TO HUGH HOWARD, BY DEED RECORDED OCTOBER 31, 1934 IN BOOK 201, PAGE(S) 146, OF THE OFFICIAL RECORDS OF THE RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE WESTERLY LINE OF SAID SECTION 26, AT A POINT NORTH 00° 04' WEST 273.14 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION;
THENCE NORTH 00° 04' WEST, ALONG SAID WESTERLY LINE 718.50 FEET;
THENCE SOUTH 89° 54' EAST, 143.84 FEET;
THENCE SOUTH 00° 04' EAST, 718.50 FEET;
THENCE NORTH 89° 54' WEST, 143.84; TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26;
THENCE CONTINUING NORTH 0° 04' WEST, 273.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0° 04' WEST 718.50 FEET;
THENCE SOUTH 89° 54' EAST 143.84 FEET;
THENCE SOUTH 0° 4' EAST 718.50 FEET;
THENCE NORTH 89° 54' WEST 143.84 FEET TO THE POINT OF
BEGINNING.

NOTE: SAID PROPERTY IS ALSO SHOWN ON RECORD OF SURVEY ON
FILE IN BOOK 11, PAGE(S) 2, OF RECORDS OF SURVEY.

5. Real property located in Riverside County, State of California with A.P.N.
568-250-005-7

Legal Description:

Lot 31 of tract 4074-4 in the County of Riverside, State of California, as
shown by Map on file in Book 78, Page(s) 47 Through 58, inclusive of
Maps, Records of Riverside County, California.

6. Real property located in Riverside County, State of California with A.P.N.
568-250-008-0 and 568-250-007-9

Legal Description:

LOT 33 OF TRACT 4074-4, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGES 47
THROUGH 58 OF MISCELLANEOUS MAPS, ON THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

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EXHIBIT “B”

**FIRST AMENDMENT AND COMPLETE RESTATEMENT OF
THE DIA KENSHALO ABRAMS TRUST
UDT December 16, 2016**

DATED: May 22, 2020

CONFORMED COPY
ORIGINAL AT THE LAW OFFICE OF
HEALEY & HEALEY
74-075 EL PASEO AVENUE, SUITE A-5
PALM DESERT, CA 92260

**DENNIS J. HEALEY
HEALEY & HEALEY
ATTORNEYS AT LAW
74-075 EL PASEO, SUITE A-5
P.O. DRAWER 3366
PALM DESERT, CALIFORNIA 92261-3366
(760) 568-5661**

**FIRST AMENDMENT AND COMPLETE RESTATEMENT OF
THE DIA KENSHALO ABRAMS TRUST
UDT December 16, 2016**

ARTICLE I FACTS AND DECLARATIONS:

DIA KENSHALO ABRAMS declares that as **TRUSTOR** she established the DIA KENSHALO ABRAMS TRUST on December 16, 2016.

Pursuant to the powers retained by said **TRUSTOR** in Article II of the original Trust, said **TRUSTOR** hereby elects to amend and restate all of the provisions of the Trust. Any provisions of the original Trust which are not restated herein are deemed void.

The **TRUSTOR** declares that all property which has become and shall become subject to this Trust shall be held, managed and distributed by the **TRUSTEE** as hereinafter provided.

1.1 Trustor: DIA KENSHALO ABRAMS

1.2 Trustee: DIA ABRAMS

First Alternate: KEITH HARPER

Second Alternate: DIANA FEDDER

(To serve in the order designated)

1.3 Date of Original Trust Agreement: December 16, 2016

1.4 Situs of Trust: Mountain Center, California

1.5 Name of Trust: DIA KENSHALO ABRAMS TRUST

1.6 Character of Property Transferred to this Trust:

Schedule A - Trustor's Separate Property

1.7 Title Should Be Taken as Follows:

DIA ABRAMS, Trustee of the DIA KENSHALO ABRAMS TRUST,
UDT December 16, 2016

1.8 **Family:** The **TRUSTOR** is a widow and has two adult children, namely, CRISARA ABRAMS and CLINTON ABRAMS, and does not have any other children, living or deceased.

ARTICLE II **DISTRIBUTIONS DURING THE LIFE OF THE TRUSTOR**

2.1 **Net Income.** The **TRUSTEE** shall pay the net income of the Trust Estate in monthly or other convenient installments to or for the benefit of the **TRUSTOR** during the **TRUSTOR'S** lifetime.

2.2 **Discretionary Principal Payments.** If the **TRUSTOR** is incompetent, in addition to the net income, the **TRUSTEE** may pay to or for the benefit of the **TRUSTOR**, from principal of the Trust Estate, such sums as the **TRUSTEE** shall, in the **TRUSTEE'S** discretion, deem necessary for the **TRUSTOR'S** reasonable support, health, and maintenance, if the income to which the **TRUSTOR** is entitled is deemed insufficient for such purpose.

In making these payments, the **TRUSTEE** shall take into consideration income or other assets available to the **TRUSTOR** and available for these purposes.

2.3 **Principal.** In addition to the foregoing distributions, the **TRUSTEE** shall pay, from principal of the Trust Estate, such sums as the **TRUSTOR** shall request in a written instrument filed with the **TRUSTEE** from time to time.

ARTICLE III **DISTRIBUTION FOLLOWING THE DEATH OF THE TRUSTOR**

3.1 **Last Illness and Funeral Expenses.** The **TRUSTEE** may pay the expenses of the **TRUSTOR'S** last illness and funeral, from either income or principal at the discretion of the **TRUSTEE**, unless other adequate provisions shall have been made therefore.

3.2 **Division of Trust Estate.** Upon the death of the **TRUSTOR**, the **TRUSTEE** may pay any unpaid debts, expenses of last illness and funeral and burial of the deceased **TRUSTOR**, administrative expenses incurred in the deceased **TRUSTOR'S** Estate, and all estate and death taxes, including interest and penalties, if any, arising by reason of the **TRUSTOR'S** death unless the **TRUSTEE** determines in the **TRUSTEE'S** discretion that the **TRUSTOR'S** Estate has adequate sources from which such debts, expenses and taxes may be paid. Without limiting the authority of the **TRUSTEE**, the **TRUSTEE** shall not be required to make payments of debts and expenses authorized herein unless a written claim is filed with the **TRUSTEE** within 120 days of the date of death of the **TRUSTOR**. No such payments shall be made from funds or property received from any employee's Trust forming a part of a pension, stock bonus or profit sharing plan or life and accident insurance up to the amount of the allowable exclusion for inheritance tax purposes. The

TRUSTEE shall divide the remaining Trust Estate, including all property received as the result of the Decedent's death, as follows:

3.2.1 The **TRUSTEE** shall distribute the sum of five thousand (\$5,000) dollars to ISIDRO GARCIA, or if he predeceases the **TRUSTOR** this gift shall lapse and become part of th residue of the trust.

3.2.2 The **TRUSTEE** shall distribute the sum of five thousand (\$5,000) dollars to JULIE STANFORD, or if she predeceases the **TRUSTOR** this gift shall lapse and become part of th residue of the trust.

3.3 **Residue of the Trust.** The **TRUSTEE** shall distribute the rest, residue, and remainder of the Trust to KEITH HARPER, or if he predeceases the **TRUSTOR**, the residue shall be distributed to DIANA FEDDER.

3.4 **Death of Primary Beneficiaries.** Upon termination of this Trust, if both of the beneficiaries have predeceased the **TRUSTOR**, the Trust assets shall be distributed to the person or persons who would be the heirs at law of the **TRUSTOR**, their identities and respective shares to be determined as of the date of such termination, and according to the laws of the State of California then in force respecting intestate succession to separate property not acquired from a parent, grandparent, or previously deceased spouse.

ARTICLE IV **RIGHTS RESERVED BY TRUSTOR OR CONFERRED UPON OTHERS**

4.1 **Amendment and Revocation.** The **TRUSTOR**, by written instrument filed with the **TRUSTEE**, may revoke this Trust in whole or in part, alter or divest the interest of or change beneficiaries, and with the **TRUSTEE'S** written consent, may amend this Agreement in any other respect. Amendments may be canceled or amended in like manner.

Any property revoked by the **TRUSTOR** shall be delivered to the **TRUSTOR** and shall retain the character it had at the time it was transferred to this Trust.

A guardian or conservator of the person or estate of the **TRUSTOR** or any beneficiary of this Trust shall not by virtue of such office, have the power to exercise any power to amend or revoke this Trust or to direct or otherwise control the **TRUSTEE** in any respect.

4.2 **Removal of the Trustee.** The **TRUSTOR** may remove the **TRUSTEE** at any time or the **TRUSTEE** may resign at any time. Should the office of the **TRUSTEE** be vacated, the Successor **TRUSTEE** named in ARTICLE I shall serve in the order indicated. If no Successor **TRUSTEE** is named or none is willing or able to serve then a Successor

TRUSTEE shall be appointed by the **TRUSTOR**. If a Successor **TRUSTEE** is not so appointed, a Successor **TRUSTEE** shall be appointed by an instrument in writing signed by all adult beneficiaries not under legal disability and then receiving or entitled to receive income provided that the Successor **TRUSTEE** shall be a bank or trust company having Trust powers with a capital and surplus of at least \$10,000,000.

Any Successor **TRUSTEE** shall have no responsibility for the acts or omissions of any predecessor and shall have no duty to audit or investigate the accounts or administration of a predecessor and shall have no duty to take action to obtain redress for breach of Trust, unless expressly requested to do so in writing by a beneficiary of this Trust.

4.3 **Addition to Trust.** The **TRUSTOR** or any other person may, by Will or other conveyance, add to this Trust property which is acceptable to the **TRUSTEE**.

4.4 **Management of Trust.** There is hereby reserved to the **TRUSTOR**, the power to direct the **TRUSTEE** with respect to the management of the property of such Trust, as hereafter provided:

4.4.1 The **TRUSTOR**, during the **TRUSTOR'S** lifetime and competency, shall direct the **TRUSTEE** in writing from time to time as to the manner in which the **TRUSTEE** shall exercise any of the discretionary powers stated in ARTICLE V entitled Powers of Trustee. The **TRUSTEE** shall have no duty to request such directions.

4.4.2 The **TRUSTOR** may, from time to time, by written notice to the **TRUSTEE**, surrender such power in whole or in part, or may resume such power in whole or in part.

4.4.3 The power reserved to the **TRUSTOR** may be exercised for the exclusive benefit of the **TRUSTOR** and the **TRUSTOR** need not exercise such power in a fiduciary capacity.

4.4.4 Unless expressly requested by the **TRUSTOR** in writing to provide investment management service, the **TRUSTEE** shall not evaluate or make a recommendation as to the propriety of any such direction, or review or make recommendations respecting the investment or management of any property of the Trust.

When so requested to provide investment management service or on the death or incompetency of the **TRUSTOR**, the **TRUSTEE** shall periodically review the investments of the Trust Estate and shall make such recommendations respecting them as the **TRUSTEE** deems appropriate to conform to the disbursement requirements of the Trust and the investment objectives of the **TRUSTOR**.

4.4.5 The **TRUSTEE** shall comply with such directions and shall incur no liability to any beneficiary for compliance with any directions of the **TRUSTOR**, including directions made during such periods of time as the **TRUSTEE** shall provide investment management service upon the request of the **TRUSTOR**. However, the **TRUSTEE** need not comply with any direction which, in the sole judgment of the **TRUSTEE**, would result in an unreasonable increase in the administrative or ministerial duties of the **TRUSTEE**.

It is the intent of the **TRUSTOR** that, with respect to management of the property of the Trust during any period during which the **TRUSTOR** shall exercise such power, the **TRUSTEE** shall be deemed only a ministerial agent and shall not be liable as a **CO-TRUSTEE** for any loss resulting from any action or non-action so directed. The right of the **TRUSTEE** to refuse to comply with a direction is intended to be for the exclusive benefit of the **TRUSTEE** and shall not be construed to imply a duty to evaluate the propriety or quality of a directed action or non-action.

4.4.6 Upon the inability of the **TRUSTOR** to exercise such power, the **TRUSTEE** shall have and exercise all of the discretionary powers and duties of management of the Trust. Inability to exercise such power shall be defined as: death, appointment of a guardian or conservator of the person or estate, or mental or physical disability as evidenced to the **TRUSTEE** in writing by two licensed physicians, which, in the judgment and sole discretion of the **TRUSTEE**, renders the **TRUSTOR** unable to exercise such power or surrender such power.

4.5 **Reservation of Use and Occupancy of Residential Property.** The term residential property shall, without being intended as a limitation, include dwelling houses, mobile homes, condominiums, co-operative or own-your-own apartment units, and residence units, including life care, in a retirement facility. Title thereto shall, if practical and if permitted by the seller or vendor, be taken in the name of the **TRUSTEE**, otherwise title thereto may be vested in the person entitled to possession.

4.5.1 The **TRUSTOR** may possess and use, without rental or accounting to the **TRUSTEE**, residential property of the **TRUSTOR** which is or may hereafter be conveyed to the **TRUSTEE**. The **TRUSTOR** may, in writing, at any time surrender such right to the **TRUSTEE**, and, by similar notice, from time to time resume such right, provided that such property shall then be available for such use.

4.5.2 While the **TRUSTOR** has the possession and use of such property, the **TRUSTOR** shall continue to assume all responsibilities for the management, care and protection of such property, and the **TRUSTEE** shall have no responsibilities for the management, care or protection of such property, other than passively holding title thereto in its fiduciary capacity, unless expressly requested by the **TRUSTOR** in writing to assume any other responsibility or to provide any specified service for such property, but the **TRUSTEE** may carry insurance, for the **TRUSTEE'S** own protection, at the expense of the Trust.

4.5.3 If the **TRUSTEE** is requested by the **TRUSTOR** in writing to assume any responsibility or to provide any service for such property or after the **TRUSTOR'S** death or incompetency, other than passively holding title thereto, while the **TRUSTOR** has the possession and use thereof, the **TRUSTEE** shall receive additional compensation as provided in the **TRUSTEE'S** Schedule of Fees and Charges, if any.

4.5.4 The **TRUSTOR** agrees to protect and to indemnify the **TRUSTEE** against all losses, liabilities and expenses which may result directly or indirectly from the **TRUSTOR'S** use, possession or management of such property, and the **TRUSTEE** shall have, in addition to any other right conferred by law, a lien upon the income and principal of the Trust Estate for payment thereof, with the right to take possession of and reimburse the **TRUSTEE** from the income and principal.

ARTICLE V **POWERS OF THE TRUSTEE**

In addition to all other powers and discretion granted to or vested in the **TRUSTEE** by law or by this instrument, and subject to any limitations stated elsewhere in this instrument, the **TRUSTEE** shall have the following powers and discretion:

5.1 **General Powers.** To do all such acts, take such proceedings and exercise all such rights and privileges in the management of the Trust Estate as if it were the absolute owner thereof, including, without limiting the generality of the terms, the powers set forth hereinafter.

5.2 **Power of Sale.** To hold, manage, operate, control, repair, preserve, improve, partition, divide, subdivide, sell (at public or private sale and for cash or on credit), convey, exchange, convert, grant options on, or otherwise deal with Trust property.

5.3 **Power to Lease.** To lease for terms either within or beyond duration of this Trust including oil, gas and other mineral leases, on such terms as the **TRUSTEE** may deem proper, and to enter into pooling, unitization, re-pressurization, community and other types of agreements relating to the development, operation and conservation of mineral properties.

5.4 **Power to Loan.** To loan the Trust Estate or any part thereof.

5.5 **Power to Manage Securities.** To vote stock, give proxies, pay calls for assessments, sell or exercise stock subscription or conversion rights, to participate in foreclosures, reorganization, consolidations, mergers, liquidations, pooling agreements and voting trusts, assent to corporate sales and other acts and, in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the **TRUSTEE** may deem advisable.

5.5.1 Power to Maintain Margin Account. The **TRUSTOR-TRUSTEE** is specifically vested with the power to open, operate and maintain a securities brokerage account wherein any security may be bought or sold on margin. This power shall be effective so long as the **TRUSTOR** is either the **TRUSTEE** or **CO-TRUSTEE** of the Trust. At such time as the **TRUSTOR** is no longer a **TRUSTEE** or **CO-TRUSTEE** of this Trust, this power shall be modified to allow the **SUCCESSOR TRUSTEE** to maintain the margin account, but the said **TRUSTEE** shall not have the power to further encumber the margin account, and shall pay the obligations thereon, up to and including the whole amount thereof, in the ordinary course of handling the Trust Estate.

5.6 Power to Hold Securities in Name of Nominee. To hold securities or other property in the **TRUSTEE'S** own name or in the name of the **TRUSTEE'S** nominee without disclosing any fiduciary relation.

5.7 Power to Insure. To obtain and carry, at the expense of the Trust Estate, insurance of such kind and in such form and amount as the **TRUSTEE** deems advisable to protect the **TRUSTEE** and the Trust Estate against any hazard.

5.8 Power to Borrow Money and Hypothecate Trust Assets. To borrow money for any Trust purposes, hypothecate the Trust Estate or any part thereof and replace, renew and extend any encumbrance thereon, on such terms, conditions and security as may be determined by the **TRUSTEE** and to pay loans or other obligations of the Trust Estate, as the **TRUSTEE** in the **TRUSTEE'S** discretion deems advisable.

5.9 Power to Retain Trust Property. To hold and retain any securities, properties, or other investments for such length of time as the **TRUSTEE** deems advisable.

5.10 Power to Invest. To invest, reinvest, purchase, acquire, exchange and sell property for the benefit of this Trust, the **TRUSTEE** shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of the foregoing standard, the **TRUSTEE** is authorized to acquire every kind of property and every kind of investment, specifically including but not limited to corporate obligations of every kind and stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own account.

5.11 Power to Make Payment to Minor Beneficiaries. If, at any time, or from time to time, any beneficiary entitled to receive income or principal hereunder is a minor, the **TRUSTEE** may make any such payments in any one or more of the following ways:

- a. Directly to such beneficiary;

b. To the natural guardian, or the legally appointed guardian or other fiduciary of the person or estate of such beneficiary;

c. To any person or organization furnishing care, support, maintenance or education for such beneficiary; or

d. By making expenditures directly for the care, support, maintenance, or education of such beneficiary.

The **TRUSTEE** shall not be required to see the application of any funds so paid or applied and the receipt of such payee shall be full acquittance to the **TRUSTEE**. The decision of the **TRUSTEE** as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

5.12 Power to Compromise Claims. The **TRUSTEE** may, in connection with the **TRUSTEE'S** management of the Trust Estate or the collection of any monies due or payable to the **TRUSTEE** as the **TRUSTEE** hereunder, compromise or abandon any claims existing in favor of or against the Trust Estate.

5.13 Distribution or Division in Kind. On any division of the Trust Estate into separate shares or Trusts and on any distribution, the **TRUSTEE** may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as the **TRUSTEE** deems advisable. The **TRUSTEE** may sell such property as the **TRUSTEE** deems necessary to make any such division or distribution. After any division of the Trust Estate, the **TRUSTEE** may make joint investment with funds from some or all of the several shares of Trusts. There need be no physical segregation or division of the various Trusts except as segregation or division may be required by the termination of any of the Trusts, but separate accounts shall be kept for the different undivided interests.

5.14 Termination in Trustee's Discretion. If the value of the assets held in any Trust hereunder, at any time becomes less than \$10,000, such Trust may terminate. If any Trust, in the absolute discretion of the **TRUSTEE**, (a) becomes sufficiently small in value that the administration thereof is no longer economically desirable, or (b) the cost thereof is disproportionate to the value of the assets, or (c) the continuation thereof is no longer in the best interest of the beneficiary or beneficiaries, the **TRUSTEE** may terminate such Trust. On termination as herein provided, the **TRUSTEE** shall distribute the property of such Trust to the person or persons, and in the proportion, then entitled to receive the income therefrom, insofar as specified in such Trust, otherwise in equal shares.

5.15 Power to Employ Agents. To delegate discretionary or ministerial powers to agents, obtain necessary advice and services, and pay all expenses and fees so incurred.

5.16 Power to Deal With Life Insurance. To hold, retain, purchase, dispose of and otherwise deal with life insurance, annuities, or other forms of insurance on the life or lives of any beneficiary or beneficiaries hereunder, or upon the life or lives of others for the benefit of any such beneficiary or beneficiaries, paying all premiums and costs thereof from the income or principal of the specific Trust of the beneficiary.

5.17 Power to Employ Counsel. To consult with legal counsel with respect to the construction of the Trust Agreement or the **TRUSTEE'S** duties hereunder, or with respect to any legal proceedings or any question of law, and the **TRUSTEE** shall be fully protected with respect to any action taken or omitted by the **TRUSTEE** in good faith pursuant to the advice of such counsel.

5.18 Power to Purchase from Estate. To purchase any assets from the **TRUSTOR'S** Testamentary Estate at fair market value on such terms and in such quantities as the **TRUSTEE** deems advisable.

5.19 Power to Lend to Estate. To lend to the Testamentary Estate of the **TRUSTOR** upon such terms and in such amounts as the **TRUSTEE** deems advisable, funds or assets belonging to the Trust Estate.

5.20 Power to Abandon Property. To abandon any Trust asset which the **TRUSTEE**, in the **TRUSTEE'S** discretion, deems (a) valueless, or (b) insufficiently valuable to warrant the expense of retaining or maintaining, and to take such action as will dispose of said asset, including but not limited to abandonment, abstention from tax payments, and sale for a nominal consideration.

5.21 Power to Purchase Treasury Bonds. To purchase, in the **TRUSTEE'S** discretion, at less than par, obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of the **TRUSTOR** in such amounts as the **TRUSTEE** deems advisable. The **TRUSTEE** may purchase such obligations if the **TRUSTEE** has reason to believe that the **TRUSTOR** is in substantial danger of death, and may borrow funds and give security for that purpose. The **TRUSTEE** may resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive, amount. 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 good faith. The **TRUSTEE** is directed to redeem any such obligations that are part of Trust corpus to the fullest extent possible in payment of federal estate tax liability of the **TRUSTOR**.

5.22 Power re Checking, Savings, and Brokerage Accounts. To open checking, savings, and brokerage accounts in the name of the Trust, and to further establish said accounts with the requirement of the signature of only one **TRUSTEE** on the account.

5.23 Power to Manage Digital Assets and Access. To access, control, modify, copy, transfer and delete all of the **TRUSTOR'S** digital or virtual accounts and digital or virtual assets (such as music, pictures, account credits, virtual money, etc.); to access the **TRUSTOR'S** financial accounts protected by web-based logins and passwords; to have access to the **TRUSTOR'S** web-based accounts with service providers such as email, memberships in organizations or commercial enterprises, and social media, all of which require a user name and password for access; and to direct all persons or entities handling such data to deal with him or her, even to the extent of compelling the provider to reset the **TRUSTOR'S** information to data of the **TRUSTOR'S TRUSTEE'S** choosing. This is intended to be the **TRUSTOR'S** consent and authorization under the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986 and all other state and federal data privacy and relevant criminal laws. As used in this instrument, "digital or virtual account" means an electronic means of creating, generating, sending, receiving, communicating, storing, displaying, or processing information and "digital or virtual asset" means any asset or right created, generated, sent, received, communicated, or stored by electronic means or on an electronic device or on a system that delivers or stores electronic information.

5.24 Power to Manage Communications. The **TRUSTEE** has the power and right to access communications sent to or intended for the **TRUSTOR**, or sent by the **TRUSTOR**, whether by mail, email, electronic transmission, telephone, or other means.

ARTICLE VI **GENERAL ADMINISTRATIVE PROVISIONS**

6.1 Termination of Beneficiary's Interest - Accrued and Undistributed Income and Expenses. Upon the termination of the interest of any beneficiary for whom a Trust is then held, any accrued or undistributed net income thereon shall be held and accounted for, or distributed, in the same manner as if it had been accrued or received after the termination of the interest of such beneficiary. The **TRUSTEE** shall not accrue or prorate taxes and other current expenses to the date of such termination of interest.

6.2 Notice of Events. Until the **TRUSTEE** receives from some person interested in this Trust, written notice of any death, birth, marriage or other event on which the right to receive income or principal of the Trust Estate may depend, the **TRUSTEE** shall incur no liability for any disbursements or distributions made or omitted in good faith.

6.3 Spendthrift Provisions. Except as herein otherwise expressly provided, all income or principal to be paid to any of the beneficiaries shall be paid by the **TRUSTEE** directly to, and only to, the beneficiary, to the personal representative of any beneficiary, or, where authorized, applied for the benefit of any beneficiary. The **TRUSTEE** shall not recognize any transfer, mortgage, pledge, hypothecation, order, or assignment by any beneficiary by way of anticipation of income or principal. The income and principal of any Trust herein shall not be subject to transfer by operation of law, and shall be exempt from

the claims of creditors or other claimants, and from orders, decrees, levies, attachments, garnishments, execution, and other legal or equitable process or proceedings to the fullest extent permissible by law. The **TRUSTEE** may, however, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary.

6.4 Acceptance, Law, and Severability. This Trust has been accepted by the **TRUSTEE** and will be administered in the State of California, and its validity, construction, and all rights thereunder shall be governed by the laws of that State. If any provision of this Trust Agreement should be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

6.5 Gender, Number, and Captions. The masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The underlined captions in this document are for indexing and location purposes only and shall not be used for construction of this document.

6.6 Income and Principal Act. The provisions of the Revised Uniform Principal and Income Act from time to time existing in the statutes of the State of California shall determine what is principal or income of the Trust Estate and the apportionment and allocation of receipts and expenses as between these accounts. Except as otherwise provided by this Agreement, all matters relating to the rights of beneficiaries among themselves which are not governed by the Revised Uniform Principal and Income Act shall be resolved by the **TRUSTEE** in the **TRUSTEE'S** absolute discretion.

Irrespective of the provisions of the Revised Uniform Principal and Income Act of California, if any real property of the Trust held for lease or rental is encumbered by a mortgage, Deed of Trust or land contract, the **TRUSTEE** shall charge against the gross income from such real property that portion of periodic payments on such encumbrance which is allocable to principal under such Act.

The **TRUSTEE** shall determine all problems of accounting by reference to generally accepted accounting principles.

6.7 Probate Code Provisions. The provisions of Division 9 of the California Probate Code (§ 15000 *et seq.*), as amended, shall be applicable to this Trust.

6.8 Rule Against Perpetuities. Unless sooner terminated in accordance with other provisions of this instrument, each Trust created hereunder shall terminate 21 years after the death of the last survivor of the beneficiaries named in the Will of the **TRUSTOR** and in this instrument and those of their issue who are living at the date this Trust becomes irrevocable. All principal and undistributed income of any Trust so terminated shall be distributed to the then beneficiaries of that Trust in the proportion in which they are, at the time of termination, entitled to receive the income provided, however, if the rights to income

are not then fixed by the terms of the Trust, distribution under this clause, shall be made by right of representation to such issue of said beneficiaries or other persons as are then entitled or authorized, in the **TRUSTEE'S** discretion, to receive payments from that Trust, who are living at the date this Trust becomes irrevocable.

6.9 Compensation of Trustee. An individual **TRUSTEE** shall receive reasonable compensation for the individual **TRUSTEE'S** services to this Trust. A **CORPORATE TRUSTEE** shall receive compensation for the **CORPORATE TRUSTEE'S** services in the amount and at the time specified in the **TRUSTEE'S** Schedule of Fees and Charges established from time to time by the **TRUSTEE'S** Trust Department for the administration of Trusts of a character similar to this Trust and in effect when such compensation is payable.

6.10 Death Taxes. All estate, inheritance, succession, or other death tax occasioned or payable by reason of the death of the **TRUSTOR**, and all expenses and charges incidental to the determination of payment thereof, whether attributable to assets subject to Probate Administration or to assets included in this Trust or to outside transfers, shall be paid out of principal of the Trust Estate without apportionment, deduction or reimbursement therefore.

6.10.1 Upon the death of the **TRUSTOR**, subject to any direction as to the payment of death taxes contained in the Will of the **TRUSTOR**, all inheritance, estate or other death taxes (including interest and penalties thereon), payable by reason of the death of the **TRUSTOR**, whether attributable to property subject to Probate Administration or to property held hereunder in Trust or to any other property subject to such death taxes no matter how held or transferred, shall be paid from the principal of the Trust without adjustment among the residuary beneficiaries of such Trust and shall not be charged against or collected from any transferee or beneficiary of any property of said **TRUSTOR** not transferred and disposed of under this Trust Agreement.

6.10.2 Death Tax Payments to Personal Representatives of the Trustor. The **TRUSTEE** may pay to the Executors of the Will of the **TRUSTOR** or to the **TRUSTOR'S** Administrators such amounts from the Trust as may be required for the purpose of paying death taxes to the extent authorized under this Article.

6.11 Gift Taxes. If, at any time, any gift tax becomes due from the **TRUSTOR**, by reason of the Trust Estate or any interest therein being included for such tax purposes, such gift tax, together with interest penalties, costs, the **TRUSTEE'S** compensation and attorney's fees, may be paid by the **TRUSTEE** from the Trust Estate, unless other adequate provisions shall have been made therefore. Any such payments shall be charged to principal of the share of the Trust Estate or the separate Trust so included.

6.12 Other Taxes. The **TRUSTEE** shall have full power and authority to pay from the Trust Estate any other taxes, charges or assessments for which the **TRUSTEE**, the

Trust Estate or any share or separate Trust thereof, as the **TRUSTEE**, in the **TRUSTEE'S** discretion, deems proper.

6.13 Preparation of Returns and Method of Payment. The **TRUSTEE** shall prepare and execute such tax returns and pay such taxes as the **TRUSTEE** shall determine to be necessary. The **TRUSTEE** may make any such tax payments directly or to a personal representative or other fiduciary and the **TRUSTEE** may rely upon a written statement of such fiduciary as to the amount and propriety of such taxes, interest, penalties and other costs, and shall be under no duty to see to the application of any funds so paid.

6.14 Children. For the purposes of this instrument, "children" means the blood descendants in the first degree of the parent designated, and "issue" means the blood descendants in any degree of the ancestor designated provided, however, that if a person has been adopted during minority, that person and that person's issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

6.15 Incompetence. The words, "incompetent" or "incompetence" as used in this instrument, shall be deemed to include not only persons who have been so declared by a Court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both have been appointed by a Court of competent jurisdiction, or who have declared themselves to be incompetent or whom a medical doctor shall certify in writing to be unable to manage his or her financial affairs. The **TRUSTEE** is entitled to presume the competency of all persons until notified in writing that a determination of incompetency has been made as provided herein.

6.16 Resignation of the Trustee. The **TRUSTEE** or any **SUCCESSOR TRUSTEE** may resign at any time upon giving 30 days written notice to all adult beneficiaries and to the guardians, conservators or other fiduciary of estates of any minor or incompetent beneficiary who may then be receiving or entitled to receive income hereunder. If no **SUCCESSOR TRUSTEE** is designated in this Trust, then those to whom such notice of resignation may be given shall designate a **SUCCESSOR TRUSTEE** after receipt of notice of resignation. If a **SUCCESSOR TRUSTEE** shall not be so designated, the resigning **TRUSTEE** shall have the right to appoint a **SUCCESSOR TRUSTEE** or the resigning **TRUSTEE** or any such beneficiary of this Trust may secure the appointment of a **SUCCESSOR TRUSTEE** by a Court of competent jurisdiction at the expense of the Trust Estate.

6.17 No Contest Clause. If any beneficiary under this Declaration of Trust ("Trust"), or any legal heir of the **TRUSTOR** or any person claiming under any of them, shall contest the **TRUSTOR'S** Last Will ("Will"), or this Declaration of Trust, or shall directly or indirectly seek to impair or invalidate any of the provisions of the **TRUSTOR'S** Will or this Trust, or shall conspire with or voluntarily assist anyone attempting to do any of those things, then in that event the **TRUSTOR** specifically disinherits such contesting person and

all interests given to such contesting person under the Will and this Trust shall be forfeited and shall be disposed of in the same manner provided in both the Will and the Trust, as if that contesting person had predeceased the **TRUSTOR** without issue.

The **TRUSTEE** is authorized to defend any contest against this Declaration of Trust or any of its provisions, and to pay the expenses of the defense from the Trust Estate.

6.18 Contest Provision. If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of the beneficiary to take any interest given to the beneficiary under this trust or any trust created under this trust agreement must be determined as it would have been determined had the beneficiary predeceased the **TRUSTOR** without surviving descendants.

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary capacity, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement, (c) **TRUSTOR'S** Will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by the **TRUSTOR**, (collectively referred to hereafter in this Section as "Document" or "Documents") or any amendments or codicils to any Document; or

Seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify or set aside a Document or any of its provisions; or

Files suit on a creditor's claim filed in a probate of **TRUSTOR'S** estate, against their trust estate, or any other Document, after rejection or lack of action by the respective fiduciary; or

Files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already so characterized by a Document; or

Claims ownership in a court proceeding to any asset **TRUSTOR** holds in joint tenancy, other than as a surviving joint tenant; or

Files a petition to determine domestic partnership property as **TRUSTOR'S** cohabitant; or

Files a petition for probate homestead in a probate proceeding of **TRUSTOR'S** estate without the prior written consent of the Personal Representative designated in **TRUSTOR'S** Will; or

Files a petition for family allowance in a probate of **TRUSTOR'S** estate without the prior written consent of the Personal Representative designated in **TRUSTOR'S** Will; or

Files a petition to impose a constructive trust or resulting trust on any assets of the trust estate; or

Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions;

The **TRUSTEE** is hereby authorized to defend, at the expense of the trust estate, any violation of this Section. A "contest" shall include any action described above in an arbitration proceeding and shall not include any action described above solely in a mediation not preceded by a filing of a contest with a court, notwithstanding the foregoing.

This Section may not be applied so as to cause a forfeiture of any distribution otherwise qualifying for the federal estate tax charitable deduction.

6.19 Specific Exclusions. The **TRUSTOR** has specifically excluded her daughter, CRISARA ABRAMS and her issue, and her son, CLINTON ABRAMS and his issue, from any benefits under this Trust and from any benefits under **TRUSTOR'S** Will.

6.20 Certified Copies. To the same extent as if it were the original, anyone may rely upon a copy certified by the **TRUSTOR**, by a **TRUSTEE** or by the attorney having possession of the original or an executed copy, to be a true copy of this Revocable Trust Agreement and/or any Amendments thereto (and the writings, if any, endorsed thereon or attached thereto). Anyone may rely fully upon any statements of fact certified by those who appear from the original Revocable Trust Agreement or an executed counterpart or a certified copy thereof to be the **TRUSTOR** or the **TRUSTEE** hereunder.

Dated: May 21 2020


DIA KENSHALO ABRAMS
Trustor

SCHEDULE A

TRUSTOR'S SEPARATE PROPERTY

1. Real property at 58111 Bonita Vista Road, Mountain Center, Riverside County, California designated as APN: 567-190-002-2
2. Real property at 36581 Tool Box Springs Road, Mountain Center, Riverside County, California designated as APN: 568-250-005
3. Real property at 28893 Bonita Vista Road Mountain Center, Riverside County, California designated as APN: 567-170-006
4. Vacant land at Mountain Center, Riverside County, California designated as APN's: 567-170-002 and 567-170-010
5. Checking account at Chase Bank
6. 2006 Lexus

SCHEDULE B
DISTRIBUTION OF PERSONAL PROPERTY

SCHEDULE C

ASSIGNMENT OF PERSONAL PROPERTY

I, DIA KENSHALO ABRAMS, transfer to DIA ABRAMS, Trustee of the DIA KENSHALO ABRAMS TRUST, established by Trust Agreement signed on, December 16, 2016, as amended, all right, title and interest in and to all corporations, partnerships, sole proprietorships, real property, bank or savings and loan accounts, certificates of deposits, money market accounts, treasury bills, stocks, bonds and similar securities, brokerage and safekeeping accounts, contractual rights and obligations, causes of action, country club memberships, clothing, jewelry, personal effects, motor vehicles, vessels, household furniture, furnishings and equipment, china, silver, glassware, books, hobby collections, frequent flyer miles, pictures, works of art, other items of domestic or household use, and all other property, whether real or personal, tangible or intangible, or held in my name, either individually or in the name of a nominee.

I declare these assets to be assets of the DIA KENSHALO ABRAMS TRUST.

Dated: May 22, 2020


DIA KENSHALO ABRAMS

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EXHIBIT “C”

The Dia Abrams Kenshalo Trust dated December 16, 2015

PRIN2100297

SUMMARY OF ACCOUNT - STANDARD AND SIMPLIFIED ACCOUNTS

First and Final Account

06/06/2020-12/1/23

CHARGES

Property on Hand at Beginning of Account Period, consisting of:

1a		Cash Assets: \$	35,276.33
1b	Non-Cash Assets (carry value)	\$	-
1c	Total Property on Hand at Beginning of Account Period (add 1a and 1b)		\$ 35,276.33
2	Additional Property Received during Account period - Schedule _____		\$ -
3	Receipts During Period of Account	Schedule A	\$ 318,771.00
	<i>Interest</i>	\$	-
	<i>Social Security, VA Benefits, Public Assistance</i>	\$	-
	<i>Other Receipts</i>	\$	-
4	Gains on Sales During Period of Account	Schedule B	\$ -
5	Other Charges	Schedule _____	\$ -
6	Net Income from Trade or Business During Account	Schedule _____	\$ -
TOTAL CHARGES (add 1c, 2,3,4,5, and 6)			\$ 354,047.33

CREDITS

8	Disbursements During Period of Account	Schedule C	\$ 342,240.58
	<i>Caregiver Expenses</i>	\$	-
	<i>Mortgage Rent</i>	\$	-
	<i>Utilities</i>	\$	-
	<i>Living Expenses</i>	\$	-
	<i>General Administration</i>	\$	-
9	Losses on Sales During Account	Schedule D	\$ -
10	Distributions to Conservatee or Ward	Schedule _____	\$ -
11	Other Credits	Schedule _____	\$ -
12	Net Loss From Trade or Business During Account	Schedule _____	\$ -
	Property on Hand at End of Account Period	Schedule E consisting of:	
13a	Cash Assets	\$	57,329.43
13b	Non-Cash Assets (carry value)	\$	-
13c	Total Property on Hand at End of Account Period (add 13a and 13b)		\$ 57,329.43
TOTAL CREDITS (add 8, 9, 10,11,12, and 13c)			\$ 399,570.01

The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297
Cash Assets on Hand at Beginning of Accounting Period

Cash Assets on Hand as of: 6/6/2023

<u>Description of Cash Asset</u>	<u>Value</u>
Chase Bank account ending 8859	\$ 14,858.03
Chase Bank account ending 2181	\$ 20,418.30

TOTAL CASH ASSETS ON HAND AT BEGINNING	\$ 35,276.33
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The Dia Kenshalo Abrams Trust dated December 16, 2016

Case Number: PRIN2100297

Non-Cash Assets on Hand at Beginning of Period

Non-Cash Assets on Hand as of: 6/6/2020

<u>Description of Non-Cash Asset</u>	<u>Carry Value</u>
58111 Bonita Vista Rd, Mountain Center CA	TBD
36581 Tool Box Spring Rd, Mountain Center CA	TBD
28993 Bonita Vista Rd, Mountain Center CA	TBD

TOTAL NON-CASH ASSETS AT BEGINNING

\$0.00

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>		<u>Principal Amount</u>
Interest received			
<u>Chase Bank acct ending 2181 - account blocked</u>			
6/15/2020	Interest Earned	\$	0.34
7/15/2020	Interest Earned	\$	0.33
8/17/2020	Interest Earned	\$	0.36
	Interest Earned - estimated from balances Sept	*	\$ 0.17
10/16/2020	Interest Earned	\$	0.17
	Interest Earned- estimated from balances Nov-Dec	*	\$ 0.33
1/19/2021	Interest Earned	\$	0.19
	Interest Earned - estimated from balances Feb-April	*	\$ 0.47
5/17/2021	Interest Earned	\$	0.35
	Interest Earned- estimated from balances June	*	\$ 0.16
7/16/2021	Interest Earned	\$	0.17
8/16/2021	Interest Earned	\$	0.17
	Interest Earned - est from balances 8/17/21-2/15/22	*	\$ 1.01
3/15/2022	Interest Earned	\$	0.15
4/15/2022	Interest Earned	\$	0.17
5/16/2022	Interest Earned	\$	0.17
 <u>Chase Bank acct ending 8859-account blocked</u>			
6/18/2020	Interest Earned	\$	0.13
7/20/2020	Interest Earned	\$	0.15
8/20/2020	Interest Earned	\$	0.14
	Interest Earned- estimated from balances 8/21/20-10/21/20	\$	0.30
11/10/2020	Interest Earned	\$	0.16
	Interest Earned- estimated from balances 11/21/20-12/18/20	\$	0.15
1/22/2021	Interest Earned	\$	0.20
	Interest Earned- estimated from balances 1/23/21-4/20/21	\$	0.56
5/18/2021	Interest Earned	\$	0.21
6/18/2021	Interest Earned	\$	0.21
7/21/2022	Interest Earned	\$	0.25
8/19/2021	Interest Earned	\$	0.23

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
	Interest Earned-estimated from balances 8/20/21-9/21/21	\$ 0.26
10/21/2021	Interest Earned	\$ 0.25
	Interest Earned-estimated from balances 10/22/21-12/31/21	\$ 0.52
	Interest Earned-estimated from balances 1/1/22-2/18/22	\$ 0.55
3/18/2022	Interest Earned	\$ 0.26
	Interest Earned-estimated from balances 3/19/22-4/20/22	\$ 0.28
5/19/2022	Interest Earned	\$ 0.28
	<u>Total Interest received</u>	<u>\$ 9.80</u>

Rental Income

6/9/2020	Airbnb income	\$ 271.60
6/23/2020	Airbnb income	* \$ 242.50
6/24/2020	Airbnb income	* \$ 2,291.62
10/1/2020	Sky High rental Income-cash receipt	\$ 2,000.00
11/1/2020	Sky High rental Income-cash receipt	\$ 2,000.00
12/1/2020	Sky High rental Income-cash receipt	\$ 2,000.00
1/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
2/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
3/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
4/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
5/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
6/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
7/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
8/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
9/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
10/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
11/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
12/1/2021	Sky High rental Income-cash receipt	\$ 2,500.00
1/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00
2/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00
3/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
4/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00
5/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00
6/1/2022	Sky High rental Income-cash receipt	\$ 2,500.00
7/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
8/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
9/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
10/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
11/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
12/1/2022	Sky High rental Income-cash receipt	\$ 3,000.00
1/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
2/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
3/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
4/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
5/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
6/1/2023	Sky High rental Income-cash receipt	\$ 3,000.00
<u>Total Rental Income</u>		<u>\$ 89,805.72</u>

Social Security Income-in blocked Chase account

6/10/2020	Social Security Income	\$ 858.00
7/8/2020	Social Security Income	* \$ 858.00
8/12/2020	Social Security Income	* \$ 858.00
	Estimated Social Security from balances 8/21/20-10/21/20	* \$ 1,716.00
11/20/2020	Social Security Income	* \$ 858.00
	Social Security estimated from balances 11/21/20-12/18/20	* \$ 858.00
1/13/2021	Social Security Income	* \$ 867.00
	Social Security estimated from balances 11/23/21-4/20/21	* \$ 1,734.00
5/13/2021	Social Security Income	* \$ 867.00
6/9/2021	Social Security Income	* \$ 867.00
7/14/2021	Social Security Income	* \$ 867.00
8/19/2021	Social Security Income	* \$ 867.00
	Social Security estimated from balances 8/20/21-9/21/21	* \$ 867.00
10/13/2021	Social Security Income	* \$ 867.00
	Social Security estimated from balances 10/22/21-2/18/22	* \$ 3,544.00
3/9/2022	Social Security Income	* \$ 905.00
	Social Security estimated from balances 3/19/22-4/20/22	* \$ 905.00

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>		<u>Principal Amount</u>
5/11/2022	Social Security Income	*	\$ 905.00
	<u>Total Social Security Income</u>		<u>\$ 20,068.00</u>

Miscellaneous Receipts

7/6/2020	Unknow Deposit	*	\$ 1,991.25
1/4/2021	IRS Treasure Deposit	*	\$ 600.00
	unknown deposits from balances 1/23/21-4/20/21	*	\$ 1,811.00
2/4/2021	Cash received from Dia-closed account		\$ 4,000.00
6/1/2022	Wedding rental income		\$ 3,000.00
	<u>Total Misc Receipts</u>		<u>\$ 11,402.25</u>

Personal Funds advanced by K. Harper for mortgage payments

7/18/2020	Cashier's Check from personal account for Skyhigh Payoff	\$	25,000.00
7/31/2020	Chase Mortgage payment from personal account Bonita	\$	3,517.55
11/13/2021	Cashier's check from personal account Bonita Mortgage	\$	36,000.00
12/7/2021	Cashier's check from personal account Bonita Mortgage	\$	50,000.00
5/7/2022	Chase Mortgage payment from personal account Bonita	\$	25,000.00
6/13/2022	Chase Mortgage payment from personal account Bonita	\$	20,000.00
7/13/2022	Chase Mortgage payment from personal account Bonita	\$	11,500.00
10/10/2022	Chase Mortgage payment from personal account Bonita	\$	1,500.00
11/10/2022	Chase Mortgage payment from personal account Bonita	\$	1,500.00
12/13/2022	Chase Mortgage payment from personal account Bonita	\$	1,500.00

Personal Funds advanced by K. Harper for laborer fees

6/15/2022	Labor fee advaced from personal funds of K. Harper	\$	400.00
7/1/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
7/15/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
8/1/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
8/16/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
9/1/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
9/15/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
10/1/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
10/16/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00
12/1/2022	Labor fee advaced from personal funds of K. Harper	\$	400.00
12/15/2022	Labor fee advaced from personal funds of K. Harper	\$	700.00

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
1/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
1/15/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
1/30/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
2/15/2023	Labor fee advaced from personal funds of K. Harper	\$ 100.00
3/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 100.00
3/16/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
4/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 100.00
4/15/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
5/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 100.00
5/16/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
6/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 100.00
6/16/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
7/1/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00
7/16/2023	Labor fee advaced from personal funds of K. Harper	\$ 800.00

Personal Funds advanced by K. Harper fo misc expenses

6/5/2022	Funds advanced for trust expenses from personal funds	\$ 165.21
6/5/2022	Funds advanced for trust expenses from personal funds	\$ 407.42
6/15/2022	Funds advanced for trust expenses from personal funds	\$ 176.33
7/4/2022	Funds advanced for trust expenses from personal funds	\$ 176.33
7/10/2022	Funds advanced for trust expenses from personal funds	\$ 232.00
7/20/2022	Funds advanced for trust expenses from personal funds	\$ 67.14
9/6/2022	Funds advanced for trust expenses from personal funds	\$ 1,587.01
9/25/2022	Funds advanced for trust expenses from personal funds	\$ 110.12
12/13/2022	Funds advanced for trust expenses from personal funds	\$ 57.87
12/13/2022	Funds advanced for trust expenses from personal funds	\$ 56.97
1/19/2023	Funds advanced for trust expenses from personal funds	\$ 95.55
1/24/2023	Funds advanced for trust expenses from personal funds	\$ 370.72
1/23/2023	Funds advanced for trust expenses from personal funds	\$ 602.76
2/21/2023	Funds advanced for trust expenses from personal funds	\$ 95.55
4/13/2023	Funds advanced for trust expenses from personal funds	\$ 807.00
7/7/2023	Funds advanced for trust expenses from personal funds	\$ 659.70
9/21/2023	Funds advanced for trust expenses from personal funds	\$ 1,500.00

Total Personal Funds Advanced \$ 197,485.23

Schedule A
Receipts during Period
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/06/2020 -12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
	TOTAL SCHEDULE A RECEIPTS	\$ 318,771.00

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
General Administration Expenses		
7/10/2022	PO Box renewal, US Post Office	\$ 232.00
3/5/2023	PO Box renewal, US Post Office	\$ 234.00
<u>Total general administration expenses</u>		<u>\$ 466.00</u>
Insurance Expenses		
6/15/2022	State Farm Insurance	\$ 176.33
7/4/2022	State Farm Insurance	\$ 176.33
9/6/2022	State Farm Insurance	\$ 1,587.01
<u>Total insurance expenses</u>		<u>\$ 1,939.67</u>
Mortgage /Property Tax Expense		
7/31/2020	Skyhigh Mortgage Balance Payoff	\$ 25,000.00
7/31/2020	Bonita Chase Mortgage payment	\$ 3,517.55
11/12/2020	Bonita Chase Mortgage payment	\$ 1,450.00
6/14/2021	Bonita Chase Mortgage payment	\$ 3,000.00
7/7/2021	Bonita Chase Mortgage payment	\$ 1,500.00
7/7/2021	Bonita Chase Mortgage payment	\$ 4,214.97
10/5/2021	Bonita Chase Mortgage payment	\$ 1,245.00
11/3/2021	Bonita Chase Mortgage payment	\$ 1,245.00
11/22/2021	Bonita Chase Mortgage payment	\$ 41,700.00
12/9/2021	Bonita Chase Mortgage payment	\$ 1,245.00
12/9/2021	Bonita Chase Mortgage payment	\$ 50,000.00
1/5/2022	Bonita Chase Mortgage payment	\$ 1,500.00
2/4/2022	Bonita Chase Mortgage payment	\$ 1,500.00
3/11/2022	Bonita Chase Mortgage payment	\$ 1,500.00
4/4/2022	Bonita Chase Mortgage payment	\$ 1,500.00
4/7/2022	Riverside County Assessor-Property Tax	\$ 11,794.55
4/18/2022	Bonita Chase Mortgage payment	\$ 25,000.00
5/9/2022	Bonita Chase Mortgage payment	\$ 1,500.00
5/9/2022	Bonita Chase Mortgage payment	\$ 25,000.00
6/5/2022	Riverside County Assessor-Property Tax	\$ 407.42
6/13/2022	Bonita Chase Mortgage payment	\$ 1,500.00
6/13/2022	Bonita Chase Mortgage payment	\$ 5,000.00
6/13/2022	Bonita Chase Mortgage payment	\$ 20,000.00

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
6/15/2022	Skyhigh Mortgage Balance Payoff	
7/13/2022	Bonita Chase Mortgage payment	\$ 11,500.00
8/12/2022	Bonita Chase Mortgage payment	\$ 6,500.00
9/15/2022	Bonita Chase Mortgage payment	\$ 6,500.00
10/12/2022	Bonita Chase Mortgage payment	\$ 6,500.00
11/10/2022	Bonita Chase Mortgage payment	\$ 1,500.00
11/10/2022	Bonita Chase Mortgage payment	\$ 1,453.00
12/13/2022	Bonita Chase Mortgage payment	\$ 3,000.00
1/12/2023	Bonita Chase Mortgage payment	\$ 3,000.00
2/1/2023	Bonita Chase Mortgage payment	\$ 2,300.00
3/9/2023	Bonita Chase Mortgage payment	\$ 2,300.00
4/11/2023	Bonita Chase Mortgage payment	\$ 2,300.00
5/11/2023	Bonita Chase Mortgage payment	\$ 2,313.67
6/12/2023	Bonita Chase Mortgage payment	\$ 2,313.67
	<u>total mortgage expense</u>	<u>\$ 281,799.83</u>

Utilities

7/3/2020	CR&R trash	\$ 369.54
6/4/2022	SCE electricity-Bonita Vista Ranch	\$ 20.45
6/4/2022	ADT security system, Bonita Vista Ranch	\$ 97.19
6/5/2022	Frontier	\$ 95.34
6/5/2022	CR&R trash	\$ 127.75
6/5/2022	Anza electric	\$ 165.21
6/15/2022	Frontier	\$ 153.30
6/15/2022	Frontier	\$ 127.75
6/26/2022	SCE electricity-Bonita Vista Ranch	\$ 29.18
7/2/2022	Frontier	\$ 98.35
7/2/2022	Suburban Propane	\$ 301.73
7/2/2022	Frontier	\$ 97.19
7/5/2022	Verizon	\$ 173.43
7/20/2022	Anza electric-Tool Box electricity	\$ 67.14
7/20/2022	Frontier	\$ 78.05
7/20/2022	CR&R trash	\$ 138.74
8/18/2022	SCE electricity-Bonita Vista Ranch	\$ 29.50
8/18/2022	ADT security system, Bonita Vista Ranch	\$ 97.19

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
8/20/2022	CR&R trash	\$ 136.74
8/20/2022	SCE electricity-Bonita Vista Ranch	\$ 60.00
9/1/2022	ADT security system, Bonita Vista Ranch	\$ 194.36
9/1/2022	Frontier	\$ 203.98
9/5/2022	Verizon	\$ 174.28
9/25/2022	SCE electricity-Bonita Vista Ranch	\$ 61.77
9/25/2022	SCE electricity-Bonita Vista Ranch	\$ 45.76
9/25/2022	CR&R trash	\$ 138.74
9/25/2022	Anza electric-Tool Box electricity	\$ 110.12
9/25/2022	Frontier	\$ 165.74
10/20/2022	Frontier	\$ 243.23
10/30/2022	SCE electricity-Bonita Vista Ranch	\$ 33.60
10/30/2022	ADT security system, Bonita Vista Ranch	\$ 97.21
11/15/2022	Frontier	\$ 203.37
11/20/2022	CR&R trash	\$ 151.74
11/20/2022	SCE electricity-Bonita Vista Ranch	\$ 87.03
12/10/2022	ADT security system, Bonita Vista Ranch	\$ 97.19
12/15/2022	Frontier	\$ 307.18
12/20/2022	SCE electricity-Bonita Vista Ranch	\$ 54.17
1/5/2022	Frontier	\$ 208.91
1/8/2022	ADT security system, Bonita Vista Ranch	\$ 194.38
1/24/2023	Suburban Propane	\$ 572.39
1/27/2023	CR&R trash	\$ 125.73
1/28/2023	SCE electricity-Bonita Vista Ranch	\$ 100.62
1/28/2023	Suburban Propane	\$ 75.00
2/20/2023	Suburban Propane	\$ 548.00
2/20/2023	CR&R trash	\$ 136.74
3/5/2023	SCE electricity-Bonita Vista Ranch	\$ 283.84
3/5/2023	ADT security system, Bonita Vista Ranch	\$ 97.19
3/20/2023	CR&R trash	\$ 136.74
3/25/2023	SCE electricity-Bonita Vista Ranch	\$ 65.71
3/29/2023	ADT security system, Bonita Vista Ranch	\$ 97.19
4/15/2023	CR&R trash	\$ 142.74
4/25/2023	Suburban Propane	\$ 964.74
4/25/2023	SCE electricity-Bonita Vista Ranch	\$ 75.12
5/4/2023	ADT security system, Bonita Vista Ranch	\$ 97.19

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
5/20/2023	Frontier	\$ 215.18
5/20/2023	CR&R trash	\$ 138.74
6/10/2023	SCE electricity-Bonita Vista Ranch	\$ 105.54
6/15/2023	ADT security system, Bonita Vista Ranch	\$ 97.19
6/15/2023	CR&R trash	\$ 138.74
7/30/2023	SCE electricity-Bonita Vista Ranch	\$ 86.33
8/26/2023	SCE electricity-Bonita Vista Ranch	\$ 140.00
10/26/2023	Suburban Propane	\$ 1,500.00
11/6/2023	Suburban Propane	\$ 421.35
11/10/2023	Suburban Propane	\$ 1,421.47
12/1/2023	SCE electricity-Bonita Vista Ranch	\$ 52.60
	<u>Subtotal utilities</u>	<u>\$ 13,072.61</u>

Miscellaneous Expense

6/15/2020	Chewy.com dog food auto pay	\$ 67.80
6/15/2020	Check 221 unknow written by Abrams prior to 6/6/20	\$ 344.75
7/9/2020	Cash Withdraw (672.04 used for skyhigh mort pymnt)	\$ 3,005.44
7/8/2020	Return Check - stop payment	\$ 750.00
7/8/2020	Return Check - stop payment	\$ 215.00
7/8/2020	Deposit Item Returned Fee	\$ 12.00
7/8/2020	Deposit Item Returned Fee	\$ 12.00
8/2/2022	Valley Pool Supply-maintenance supplies	\$ 125.00
1/23/2023	California Dept. of Tax & Fees	\$ 602.76
1/24/2023	Addison Electrical Services-repair work	\$ 370.72
4/13/2023	Temeku Equine - animal care	\$ 807.00
9/21/2023	Rods Pump Service - repairs Bonita Vista Ranch	\$ 1,500.00
	<u>Subtotal Miscellaneous Expenses</u>	<u>\$ 7,812.47</u>

Labor for Maintenance and Repairs of Property Bonita Vista

1/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
1/16/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
2/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
2/16/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
3/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
3/16/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
4/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
4/15/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
5/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
5/15/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
6/1/2021	Ricardo Ines maintenance lawncare cash payment	\$ 800.00
7/21/2021	Jodi Newkirk animal care yardwork cash payment	\$ 400.00
8/16/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
9/1/2021	Jodi Newkirk animal care yardwork cash payment	\$ 700.00
9/15/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
10/1/2021	Jodi Newkirk animal care yardwork cash payment	\$ 650.00
10/16/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
11/1/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
11/15/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
12/1/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
12/15/2021	Jodi Newkirk animal care yardwork cash payment	\$ 800.00
6/1/2022	Eric Anderson general maintenance cash payment	\$ 700.00
6/15/2022	Eric Anderson general maintenance cash payment	\$ 700.00
7/1/2022	Eric Anderson general maintenance cash payment	\$ 700.00
7/15/2022	Eric Anderson general maintenance cash payment	\$ 700.00
8/1/2022	David Dean general maintenance cash payment	\$ 700.00
8/16/2022	David Dean general maintenance cash payment	\$ 700.00
9/1/2022	David Dean general maintenance cash payment	\$ 700.00
9/15/2022	David Dean general maintenance cash payment	\$ 700.00
10/1/2022	David Dean general maintenance cash payment	\$ 700.00
10/16/2022	David Dean general maintenance cash payment	\$ 700.00
11/1/2022	David Dean general maintenance cash payment	\$ 700.00
11/15/2022	David Dean general maintenance cash payment	\$ 700.00
12/1/2022	David Dean general maintenance cash payment	\$ 700.00
12/15/2022	David Dean general maintenance cash payment	\$ 700.00
1/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
1/15/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
1/30/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
2/15/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
3/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
3/16/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
4/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00

Schedule C
Disbursements During Period of Account
The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297

Reporting period: 6/6/2020-12/1/2023

<u>Date</u>	<u>Description</u>	<u>Principal Amount</u>
4/15/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
5/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
5/16/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
6/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
6/16/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
7/1/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
7/16/2023	David Dean maintenance yardkwork cash payment	\$ 800.00
	<u>Total Labor for Maintenace and Repair property</u>	<u>\$ 37,150.00</u>
Animal Feed/care		
12/13/2022	Tractor Supply - animal feed	\$ 56.97
12/13/2022	Tractor Supply - animal feed	\$ 57.87
1/19/2023	Tractor Supply - animal feed	\$ 95.55
2/21/2023	Tractor Supply - animal feed	\$ 95.55
7/7/2023	Socal Hay & Grain - animal feed	\$ 659.70
	TOTAL SCHEDULE C DISBURSEMENTS	<u>\$ 342,240.58</u>

The Dia Kenshalo Abrams Trust dated December 16, 2016

Case Number: PRIN2100297

Cash Assets on Hand at End of Accounting Period

Cash Assets on Hand as of: 12/1/23

<u>Description of Cash Asset</u>	<u>Carry Value</u>
Chase Bank account ending 8859 (balance up to 5/19/22)	\$ 36,906.59
Chase Bank account ending 2181 (balance up to 4/15/22)	\$ 20,422.84

TOTAL CASH ASSETS ON HAND AT END \$ 57,329.43

The Dia Kenshalo Abrams Trust dated December 16, 2016
Case Number: PRIN2100297
Non-Cash Assets on Hand at End of Accounting Period

Non-Cash Assets on Hand as of: 12/1/23

<u>Description of Non-Cash Asset</u>	<u>Carry Value</u>
58111 Bonita Vista Rd, Mountian Center CA	TBD
36581 Tool Box Spring Rd, Mountain Center CA	TBD
28993 Bonita Vista Rd, Mountain Center CA	TBD

TOTAL NON-CASH ASSETS AT END \$ -

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EXHIBIT “D”

2020

DATE	BANK	W/D	DEP	Balance
10-Jul	Air BB/Aned/Dep to Wells			0
	Aned/W/D wells/Dep BH		245	245
13-Jul	Air BB /Samuel/Dep to Wells/PD SCE	-523.8	523.8	245.01
13-Jul	SCE (DIA BVR)	-401.65		-156.64
18-Jul	AirBNB Omar		364.72	208.08
24-Jul	Air BNB Bao		687.49	895.57
28-Jul	Air BNB Jacob		679	1574.57
28-Jul	Air BNB Paul		500	2074.57
	Hay/Hay Credit 458/-458			2074.57
	Orchard Hay	-127.1		1947.47
1-Aug	Air BNB Dennis (resolution pay)		350	2297.47
1-Aug	Joel (BVR)		679	2976.47
2-Aug	Gray Rent		750	3726.47
3-Aug	SCE (DIA BVR)	-2208.71		1517.76
3-Aug	JPL SCE FEE	-1.65		1516.11
7-Aug	Deborah (rustic) - cancelled		533.5	2049.61
			-533.5	
7-Aug	State Farm	-36.18		2013.43
7-Aug	CA Tax CDTFA Check 501	-183.97		1829.46
7-Aug	USLIC Fire Insur	-405		1424.46
7-Aug	Nell (BVR)		970	2394.46
8-Aug	Anastasia (GV)		386.06	2780.52
11-Aug	Karen (Rustic)		1018.5	3799.02
11-Aug	Checks	-19.7		3779.32
14-Aug	Ana (BVR)		679	4458.32
14-Aug	Aaron (Rustic)		659.6	5117.92
14-Aug	Ana (Cabin 2)		101.85	5219.77
14-Aug	Julie(Cabin 1)		101.85	5321.62
14-Aug	Tai (GV)		388	5709.62
14-Aug	Big Lots	-158.39		5551.23
14-Aug	Etsy	-43.98		5507.25
14-Aug	Walmart	-52.48		5454.77
14-Aug	Lowe's	-78.21		5376.56
14-Aug	Walmart	-80.65		5295.91
14-Aug	Amazon	-53.86		5242.05
14-Aug	Fairway	-55.79		5186.26
14-Aug	Amazon	-68.96		5117.3
19-Aug	Jake (Cabin 1)		218.25	5335.55
19-Aug	Walmart	-328.29		5007.26
19-Aug	La (Cabin 2)		121.25	5128.51
19-Aug	Home Depot	-44.34		5084.17
20-Aug	Walmart	-10.89		5073.28
20-Aug	Walmart	-27.83		5045.45
20-Aug	Walmart	-48.55		4996.9

20-Aug	Walmart	-49.29		4947.61
19-Aug	LHMWD	-967.56		3980.05
22-Aug	GVPOA	-731.66		3248.39
22-Aug	CRR	-129.94		3118.45
22-Aug	ADT	-174.28		2944.17
27-Aug	Anza Electric Check 103	-234.14		2710.03
27-Aug	STATE FARM Quarterly Insur HOI	-2216.46		493.57
26-Aug	GV Amanda rent		3200	3693.57
22-Aug	Rosie		1042.75	4736.32
22-Aug	Jane		659.6	5395.92
22-Aug	John		104.18	5500.1
22-Aug	Johnson		388	5888.1
22-Aug	Juan-David (Cabin 1)		103.79	5991.89
27-Aug	FRONTIER (Wifi @ GV)	-277.69		5714.2
28-Aug	Chase-Mort-5652 (9/20)	-1450		4264.2
25-Aug	Amazon	-56.96		4207.24
25-Aug	Lil Ms Sunshines	-7.28		4199.96
25-Aug	Big Lots	-46.54		4153.42
27-Aug	Natasha (Rustic)		839.05	4992.47
27-Aug	Cary (BVR)		1048.57	6041.04
28-Aug	Big Lots	-83.99		5957.05
28-Aug	Dollar Tree	-26.86		5930.19
30-Aug	Ariana		169.75	6099.94
30-Aug	Keira		123.19	6223.13
31-Aug	Amazon		68.96	6292.09
31-Aug	Amazon	-79.09		6213
3-Sep	Walmart	-56.68		6156.32
2-Sep	Amazon	-49.54		6106.78
31-Aug	Gray Rent		750	6856.78
7-Sep	Sarah (Cabin 2)		169.75	7026.53
7-Sep	Walmart	-92.64		6933.89
7-Sep	Walmart	-43.1		6890.79
4-Sep	Irena		169.75	7060.54
4-Sep	Kim		121.25	7181.79
8-Sep	Angelica (Rustic)		664.45	7846.24
6-Sep	Stacy (BVR)		1063.12	8909.36
8-Sep	Veronica (Cabin 2)		126.1	9035.46
8-Sep	Hana (cabin 1)		105.73	9141.19
	Balance forward			9141.19
11-Sep	Walmart	-73.04		9068.15
11-Sep	Walmart	-27.61		9040.54
11-Sep	Dollar Tree	-20.66		9019.88
11-Sep	Ralphs	-13.97		9005.91
11-Sep	Frontier	-212.52		8793.39

9-Sep	ADT 106	-174.28		8619.11
9-Sep	Anza Electric Check 107	-156		8463.11
9-Sep	Post office Box til 9/2021 #108	-194		8269.11
8-Sep	Sebastian (Rustic)		732.35	9001.46
10-Sep	Kim		121.25	9122.71
12-Sep	Julle (Rustic)		732.35	9855.06
13-Sep	Kai (BVR)		751.75	10606.81
13-Sep	Alaa (cabin 1)		169.75	10776.56
17-Sep	Debra		222.91	10999.47
19-Sep	Rodney		169.75	11169.22
22-Sep	Jeff		1042.75	12211.97
22-Sep	Frontier	-90.16		12121.81
22-Sep	Bryon (Rustic)		533.5	12655.31
27-Sep	Kim (Cabin 2)		121.25	12776.56
26-Sep	Rebecca (rustic)		732.35	13508.91
26-Sep	Vanessa		172.66	13681.57
27-Sep	Anthony		169.75	13851.32
1-Oct	Gray Rent		413	14264.32
1-Oct	ADT	-174.28		14090.04
4-Oct	Amazon	-14		14076.04
4-Oct	Etsy	-150.4		13925.64
1-Oct	Walmart	-204.48		13721.16
1-Oct	Amazon	-484.8		13236.36
1-Oct	Amazon	-36.62		13199.74
1-Oct	Walmart	-42.49		13157.25
15-Sep	garage sale		100	13257.25
15-Sep	garage sale		177	13434.25
15-Sep	garage sale		80	13514.25
	Balanced 10/5			
	Balanced			13514.25
28-Sep	Utilities	-249.87		13264.38
4-Oct	GVPOA 111	-60.62		13203.76
4-Oct	GV Horse rent		413	13616.76
4-Oct	Wedding Wire	-4000		9616.76
4-Oct	Walmart	-204.48		9412.28
5-Oct	Walmart	-10.52		9401.76
5-Oct	Etsy (signs)	-150.4		9251.36
6-Oct	Keith Harper 110 Washer	-380		8871.36
10-Oct	CRR 112	-10		8861.36
10-Oct	Chase-Mort-5652 (OCT) 109	-1450		7411.36
10-Oct	Amazon (patio lights)	-484.8		6926.56
10-Oct	Amazon (BV sign)	-14		6912.56
10-Oct	ADT	-90		6822.56
10-Oct	ANZA ELECTRIC 113	-3.74		6818.82
13-Oct	Christina		169.5	6988.32
13-Oct	Desire		169.5	7157.82

13-Oct	Samantha		732.35	7890.17
15-Oct	Lisa		169.75	8059.92
15-Oct	Destiny	-45		8014.92
15-Oct	Destiny	-120		7894.92
15-Oct	Property Tax 118	-3306.58		4588.34
15-Oct	Julie for Ricardo 119	-2200		2388.34
	Ricardo pay frm Cash		2200	4588.34
16-Oct	Michael (cabin 1)		169.75	4758.09
16-Oct	Michael (Cabin 2)		169.75	4927.84
17-Oct	Neko		169.75	5097.59
18-Oct	Nicole		1139.75	6237.34
21-Oct	Jordan (Rustic)		732.35	6969.69
21-Oct	Laetitia (cabin 2)		169.75	7139.44
22-Oct	Courtney		734.29	7873.73
23-Oct	Amazon	-20.41		7853.32
23-Oct	Property Tax 116	-179.8		7673.52
23-Oct	Property Tax 117	-647.36		7026.16
28-Oct	Anza Hardware	-60.05		6966.11
29-Oct	Anza Hardware	-55.31		6910.8
30-Oct	Anza Market	-11.68		6899.12
24-Oct	Megan (Cabin 1)		169.75	7068.87
31-Oct	Nicole (cabin 1)		169.75	7238.62
6-Nov	Aaron (Rustic)		936.05	8174.67
4-Nov	CRR	-24.66		8150.01
4-Nov	CRR	-175.11		7974.9
6-Nov	Olivia Venmo	-230		7744.9
9-Nov	Prime Video	-14.99		7729.91
11-Nov	LHMWD	-711.78		7018.13
11-Nov	CRR	-90.34		6927.79
11-Nov	Dana and Paris		1000	7927.79
	Balanced		8.65	7936.44
	Balance 11/11/20			7936.44
10-Nov	Chase Mort Nov 2020 #123	-1450		6486.44
11-Nov	Wedding Arch	-248		6238.44
11-Nov	Prime Video Credit		14.99	6253.43
	Dana and Paris to wed	-1000		5253.43
11-Nov	Prop Tax 56717002 Dec 20 #121	-331.04		4922.39
11-Nov	Prop Tax 567170010 fees # 120	-105.97		4816.42
11-Nov	Prop Tax 567170010 Dec 20 #122	-183.89		4632.53
13-Nov	Dana and Paris to wed	-2000	2000	4632.53
7-Nov	FRONTIER (Wifi @ GV)	-279.6		4352.93
7-Nov	FRONTIER (Wifi @ BVR)	-68.88		4284.05
	Owed to Diana for web.com	-267		4017.05
23-Nov	Walmart	-47.85		3969.2
16-Nov	Walmart (return)		18.1	3987.3
17-Nov	Anza Electric (GV) #125 2 mo	-871.74		3115.56

18-Nov	DISH	-108.98		3006.58
18-Nov	Dana and Paris to wed	-1000	1000	3006.58
	Balanced 11/26/2020			
	Carry Over			3006.58
27-Nov	State Farm 129	-2214.48		792.1
30-Nov	Barbra (Cabin 1)		169.75	961.85
30-Nov	Cody (BVR)		1479.25	2441.1
30-Nov	Christine (Rustic)		741.08	3182.18
26-Nov	Prop Tax 567190004	-76.37		3105.81
26-Nov	Prop Tax 567190005	-76.37		3029.44
	Online Fees for Prop Tax	-3.95		3025.49
DECEMBER				
	Dana and Paris deposit		1500	4525.49
1-Dec	Chase Mortgage Dec 2020 126	-1450		3075.49
5-Dec	Suburban Propane 130	-195		2880.49
9-Dec	ADT 128	-178.83		2701.66
10-Dec	Prop Tax 567190002 (BV)	-6534.28		
	Prop Tax 568250005 (GV)	-3967.68		
	Prop Tax 567260003 Check 133	-3239.2		
	Riv Co Treasurer Ck 133	-1534.3		1167.36
	Riv Co Treasurer Ck 134	-39.2		1128.16
1-Dec	CDTFA Ck 132	-602.34		525.82
	Dana and Paris deposit		1370	
	EARNINGS		44500.59	
	EXPENSES	-56879.4		
	Out of pocket expenses			-12378.85
	2021			
1-Jan	GV Rent for January 2021		3200	3725.82
1-Jan	Chase Mortgage January 2021	-1450		2275.82
12-Jan	Frontier	-138.63		2137.19
12-Jan	Lake Hemet Municipal Water	-533.14		1604.05
	GVPOA 138	-390		1214.05
	Anza Elect (GV) 136	-872.08		341.97
	CRR	-220.32		121.65
	Suburban Propane	-1		120.65
	ADT	-89.61		31.04
18-Jan	VRBO - Traci Rustic 12/20-23		410.29	441.33
18-Jan	VRBO - Meghan Cabin 2 12/28-30		197.64	638.97
18-Jan	VRBO - Nicholas Cabin 2 12/30- 1/1		197.64	836.61
18-Jan	VRBO- Isabel- Rustic 12/31-1/2		410.29	1246.9
18-Jan	VRBO - Teresa - Cabin 1 12/31 - 1/2		165.72	1412.62

18-Jan	VRBO - McKenna- Cabin 2 1/1 -1/3		197.64	1610.26
	VRBO - Tracy - Cabin 2		235.55	1845.81
	VRBO - Lori - Cabin 2		124.69	1970.5
	VRBO -Chris - Cabin 2		235.55	2206.05
	VRBO - Brett - Cabin 2		235.55	2441.6
	VRBO - Alex - Cabin		235.55	2677.15
	VRBO - Carman -Cabin 1		330.32	3007.47
	VRBO - Dawid - Cabin 1		235.55	3243.02
	VRBO - Andrew Cabin 1		235.55	3478.57
	VRBO - Ari-Cabin 1		235.55	3714.12
	VRBO -Sandra - Cabin 1		235.55	3949.67
	VRBO - Deanna - Cabin 1		330.32	4279.99
	VRBO - Vanessa - Rustic		484.12	4764.11
	VRBO - Danny - Rustic		410.29	5174.4
	VRBO - Heather - Rustic		668.67	5843.07
	VRBO - Michael -Rustic		484.12	6327.19
	VRBO - Jenn - Rustic 2/19-2/21		484.12	6811.31
	VRBO - Brenda - Rustic 2/26-2/28		484.12	7295.43
	VRBO - Inigo -Rustic 1/15-1/17		484.12	7779.55
	VRBO - Aaron - Rustic		484.12	8263.67
18-Jan	VRBO - Esmerelda 2/19-2/21		235.55	8499.22
18-Jan	VRBO - Danny - Rustic 1/4 - 1/6		410.29	8909.51
28-Jan	VRBO - Rochelle - Cabin 1 1/8-1/10		197.64	9107.15
13-Feb	Plane tickets for wedding	-312.4		
13-Feb	car for wedding	-230.16		
	car for wedding	-12.37		
	Total earned		12276.11	
	Total paid out	-4249.71		
	Check to Harper for transfer of acct	-4000		
2021	2021			
	Prop Tax 567170002 for APR 2021	-331.04		
	Prop Tax 567170010 for APR 2021	-183.89		
	Prop Tax 567190002 (BV) APR 2021	-6534.28		
	Prop Tax 568250005 (GV) APR 2021	-3967.68		

2020

DATE	CASH	W/D	DEP	Balance
7-Jun	CHASE BAGS		6304	6304
11-Jun	Anza Valley Hardware	-14		6290
15-Jun	AirBnB Sherry/Dep Chase	-271.6	271.6	6290
15-Jun	AirBnB Nicole/Dep Chase	-242.5	242.5	6290
15-Jun	AirBnB Adrian/Dep Chase	-271.6	271.6	6290
15-Jun	AirBnB Adrian/Dep Chase	-250	250	6290
16-Jun	Target sheets	-206		6084
19-Jun	Walmart (Airbnb)	-156		5928
20-Jun	Forest Lumber	-118.5		5809.49
20-Jun	Ms. Sunshine	-15.06		5794.43
22-Jun	Washer/Dryer hookups	-22		5772.43
23-Jun	AVH washer hoses	-83.32		5689.11
23-Jun	Bao/Dep Chase	-2292	2291.6	5689.11
24-Jun	Best Buy Sec. system	-443		5246.11
25-Jun	Anza lock and safe	-96		5150.11
26-Jun	Postal Annex	-106.3		5043.83
29-Jun	Isidro 6/15-6/26)	-1200		3843.83
2-Jul	Web.com	-96		3747.83
2-Jul	Horse Rent July/Dep Chase	-750	750	3747.83
3-Jul	Sky High Rent		2000	5747.83
3-Jul	Cash found		15	5762.83
5-Jul	Horse Rent/feed May/June to	-998	998	5762.83
5-Jul	Walmart (Airbnb)	-127		5635.83
7-Jul	Isidro (Bal 6/15-6/26)	-560		5075.83
10-Jul	Isidro (6/29-7/10)	-1200		3875.83
14-Jul	Anza Lock and Key	-334.7		3541.09
15-Jul	Anza Electric	-40		3501.09
15-Jul	Home Depot	-14.18		3486.91
23-Jul	Bao/Dep Chase	-687.5	687.49	3486.91
23-Jul	Anza Hardware	-4.27		3482.64
24-Jul	Isidro (7/11-7/24)	-1200		2282.64
24-Jul	Ralphs	-163.1		2119.56
27-Jul	Big 5	-119.6		1999.99
30-Jul	Web.com	-79		1920.99
1-Aug	Sky High Rent		2000	3920.99
1-Aug	Web.com	-17		3903.99
7-Aug	Isidro (7/27-8/6)	-1160		2743.99
18-Aug	Addy	-120		2623.99
20-Aug	Isidro (8/10-8/20)	-1040		1583.99
	BALANCED 8/23/20			
25-Aug	Addy	-80		1503.99
1-Sep	Sky High Rent		2000	3503.99

1-Sep	Destiny Cleaning	-350		3153.99
1-Sep	Addy	-100		3053.99
3-Sep	Isidro (8/24-9/3) 56 hrs	-1120		1933.99
	Balanced 9/3/2020			
	\$ Balanced			1933.99
5-Sep	Addy	-120		1813.99
6-Sep	Garage sale		1500	3313.99
6-Sep	Garage sale		141	3454.99
7-Sep	Destiny Cleaning	-200		3254.99
11-Sep	Destiny Cleaning	-150		3104.99
17-Sep	RICARDO	-1025		2079.99
14-Sep	Addy	-220		1859.99
14-Sep	Destiny Cleaning	-60		1799.99
16-Sep	Destiny Cleaning	-90		1709.99
21-Sep	Destiny Cleaning	-75		1634.99
27-Sep	Destiny Cleaning	-120		1514.99
21-Sep	Idyllwild village (food)	-73.57		1441.42
26-Sep	Costco (Ricardo)	-27.28		1414.14
1-Oct	Walmart (Ricardo)	-70		1344.14
16-Sep	Fairway (Ricardo)	-37.42		1306.72
4-Oct	Addy	-330		976.72
1-Oct	GV rent-Amanda		3200	4176.72
	Balanced			
	Balance forward			4176.72
5-Oct	Ricardo thru Oct 9	-1100		3076.72
5-Oct	Destiny	-45		3031.72
9-Oct	Julie - for Ricardo	-46.95		2984.77
	Balanced 10/12/2020			
				2984.77
11-Oct	Destiny	-75		2909.77
12-Oct	Destiny	-60		2849.77
31-Oct	Ricardo 10/10 - 10/31 (3 wks)	-2200		649.77
	Sky High Rent			2649.77
1-Oct	Harper Kept for expenses			649.77
20-Oct	Destiny	-90		559.77
19-Oct	Anza market	-92		457.02
25-Oct	Julie Fairway BVR	-34		423.02
11-Nov	Milk	-3.89		419.13
	Balanced			420

Balance fwd

420

6-Nov GV Rent	3200	3620
6-Nov SCE	-2500	1120
6-Nov SCE	-1120	0



Dia Cash		6304
Cash Earned	21819	
Bills Paid	-28124	

Out of pocket expenses		-6304.87
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EXHIBIT “E”

1 **Rob Schelling (SBN 124443)**
2 **A Professional Corporation**
3 **29826 Haun Road, Suite 202**
4 **Menifee, CA 92586**
5 **Telephone No: (951)301-6200**
6 **Fax No: (951)301-6201**
7 **E-mail Address: rs@rschelling.com**

8 **Attorney for Respondent Keith Harper**

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE - PALM SPRINGS COURT**

11 **In re the**

CASE NO. PRIN2100297

12 **DIA KENSHALO ABRAMS TRUST**
13 **DATED DECEMBER 16, 2016**

14 _____ /
15 **CLINTON ABRAMS, an individual; and**
16 **CRISERA ABRAMS, an individual;**

17 **Petitioners,**

18 **vs.**

DECLARATION OF ROB SCHELLING IN
RESPONSE TO THE COURT'S ORDER TO
SHOW CAUSE WHY MONETARY
SANCTIONS NOT TO EXCEED \$1,500.00
SHOULD NOT BE IMPOSED FOR
FAILURE TO COMPLY WITH COURT
ORDER ON KEITH HARPER AND ROBBIE
SCHELLING

19 **KEITH HARPER, an individual and as**
20 **trustee; DIANA FEDDER (aka DIANE**
21 **FEDDER), an individual and as trustee,**
22 **DOES 1 through 50, inclusive,**

23 **Defendants.**

ORDER TO SHOW CAUSE:
Hearing Date: January 19, 2024
Time: 8:30 a.m.
Dept: PS-3
Honorable Russell M. Velasquez, Judge

24 I, Rob Schelling, declare:

- 25 1. I was the attorney for Keith Harper, the respondent in this matter.
- 26 2. I have personal knowledge of the matters stated in this declaration and can competently
- 27 testify to them if called upon.
- 28 3. This declaration is being made in response to the Court's Order to Show Cause Why
- Monetary Sanctions Not to Exceed \$1,500.00 Should Not Be Imposed for Failure to Comply with Court

1 Order on Keith Harper and Robbie Schelling.

2 4. On January 8, 2024, Keith Harper terminated me as his attorney of record in this matter.

3 5. Prior to January 8, 2024, I had provided Trustee Richard Munro with all documents that
4 Mr. Harper had provided my office in an effort to comply with the Court's September 1, 2023 Order.
5 On January 11, 2024, I provided Mr. Munro with those documents that Mr. Harper had brought to my
6 office on January 3, 2024. Actually, he did not bring these documents, instead, he brought a computer
7 and left it at my office, for us to download a few checks.

8 6. On January 5, 2024, I participated in a teleconference with Richard Munro concerning
9 compliance with the Court's Order and the difficulty I was having in obtaining the requested
10 information. Primarily, I shared with Mr. Munro that I did not have a starting point for the accounting
11 because Diana Fedder, who handled the primary financial duties related to the estate after Ms. Abrams
12 went missing did not send me her accounting records, despite her promise to do so. Mr. Munro
13 indicated that he had received the documents from Ms. Fedder and that he would share them with me.
14 However, before he was able to do so, I had been terminated and was no longer Mr. Harper's attorney.
15 Mr. Munro also shared with me where the documents I had shared with him was lacking in the
16 information needed for him to do a proper accounting on behalf of the trust.
17

18 7. There was not a single accounting document provided to me by Mr. Harper that I did not
19 turn over to Mr. Munro.

20 8. Under the circumstances outlined herein, I do not believe that issuance of sanctions
21 against me is warranted. If the Court should require more information, I would request that an in-
22 camera hearing be conducted so as not to place me in the position of violating attorney-client privileges.

23 I declare under penalty of perjury under the laws of California that the foregoing is true and
24 correct, and that this declaration was executed on January 15, 2024, in Menifee, California.

25
26 
27 Rob Schelling
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF RIVERSIDE) ss

4 I am employed in the County of Riverside, State of California. I am over eighteen years of age
5 and I am not a party to the within action. My business address is 29826 Haun Road, Suite 202, Menifee,
6 California 92586.

7 On January 15, 2024, I served the foregoing document(s) described as **DECLARATION OF
8 ROB SCHELLING IN RESPONSE TO THE COURT'S ORDER TO SHOW CAUSE WHY
9 MONETARY SANCTIONS NOT TO EXCEED \$1,500.00 SHOULD NOT BE IMPOSED FOR
10 FAILURE TO COMPLY WITH COURT ORDER ON KEITH HARPER AND ROBBIE
11 SCHELLING** to all interested parties in this action by:

12 BY FACSIMILE TRANSMISSION from Fax No. (951) 301-6201 to the Fax number(s) listed
13 below. The facsimile machine I used complied with Rule 2003(3) and no error was reported by the
14 machine. Fax Number(s):

15 BY ELECTRONIC MAIL: from connie@rschelling.com to mwachtell@buchalter.com,
16 gstuart@buchalter.com, maryann@thebrisenofirm.com, urangotang48@gmail.com and
17 mowens@sheppardmullin.com in the ordinary course of business and pursuant to the agreement of
18 counsel.

19 BY PERSONAL SERVICE as follows: I caused such envelope to be delivered by hand to
20 counsel at the following Address:

21 BY MAIL as follows:

22 placing the original a true copy thereof in a sealed envelope addressed as stated on
23 the ATTACHED MAILING LIST.

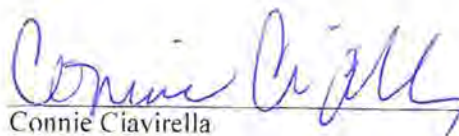
24 I deposited such envelope in the mail at Menifee, California. The envelope was mailed
25 with postage thereon fully prepaid.

26 I am "readily familiar" with the firm's practice of collection and processing
27 correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that
28 same day with postage thereon fully prepaid at Menifee, California in the ordinary course of business. I
am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY OVERNIGHT DELIVERY: I deposited such an envelope in a box or other facility regularly
maintained by express service carrier, or delivered to an authorized courier or driver authorized by the
express service carrier to receive documents in an envelope or package designated by the express service
carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served as
indicated on the attached Service List, at the office address as last given by that person on any document
filed in the case and served to the party making service.

STATE - I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on January 15, 2024, at Menifee, California.


Connie Ciavarella

MAILING LIST

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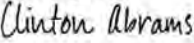
<p>Matthew R. Owens Sheppard Mullin Richter & Hampton LLP 12275 El Camino Real, Suite 100 San Diego, CA 92130-4092 Tel: (858) 720-8900 Fax: Email: mowens@sheppardmullin.com</p>	<p>Attorney for Objectors</p>
<p>Michael Wachtell Gordon C. Stuart BUCHALTER, APC 1000 Wilshire Blvd., Ste. 1500 Los Angeles, CA 90017 Tel: (213)891-0700 Fax: (213)896-0400 Email: gstuart@buchalter.com mwachtell@buchalter.com</p>	<p>Attorneys for Invenz, Inc., by and through its Chief Executive Officer, Richard Munro, Co-Trustee</p>
<p>Maryann Briseno The Briseno Law Firm Canyon Hills Road, Suite 1709-111 Lake Elsinore, CA 92532 Tel: (951)384-0976 Fax: (951)346-9534 Email: maryann@thebrisenofirm.com</p>	<p>Attorney for Respondent Keith Harper</p>
<p>Keith Harper P.O. Box 1 Mountain Center, CA 92561 Tel: (970)325-0100 Fax: durangotang48@gmail.com</p>	<p>Respondent</p>

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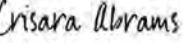
EXHIBIT “F”

Abrams Trust – Term Sheet
August 5, 2022

1. These terms will be placed into a long-form settlement agreement.
2. These terms are subject to approval by Judge Evans.
3. Mr. Harper stays as co-trustee, but with limited powers:
 - a. Maintain ranch until sold
 - b. Maintain livestock
 - c. Must cooperate with the successor co-trustee, and make all disclosures for successor co-trustee to perform his or her fiduciary duties
4. Ms. Abrams to nominate other successor co-trustee/fiduciary, with court approval
 - a. That person manages all assets, tangible and intangible, including financial accounts to be included in the trust
 - b. That person is empowered to liquidate and monetize all assets with court approval and to be included in the trust
5. Ms. Abrams advances funds to pay fiduciary, and will be reimbursed from sale proceeds
6. Personal property
 - a. Successor Co-trustee inventories personal property items
 - b. Ms. Abrams may select what she wants
 - c. Her selected items are appraised by new successor co-trustee
 - d. Then the successor co-trustee deducts the value of those items from Ms. Abrams's share of the trust
7. Reward
 - a. From proceeds of sale, \$300K reward posted, parties request that successor co-trustee post the reward as soon as practicable
8. After 3 years, or upon court order, split is 50%(Harper)/25%(Clinton)/25%(Crisara)
9. Perpetrators disinherited if found to have been involved in Dia Abrams's death/disappearance
10. Attorney's fees reimbursed from trust
 - a. Mr. Harper and Ms. Abrams can each have up to \$50K reimbursed from trust

DocuSigned by:

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Clinton Abrams

DocuSigned by:

71D516FD150C4D0...

Crisara Abrams

Keith Harper

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Clinton Abrams

Crisara Abrams


Keith Harper 8/5/2022

Approved



eSignature Details

Signer ID:	VzwovTtdNMwfja8R1X7yx3Ta
Signed by:	Keith Harper
Sent to email:	durangotang48@gmail.com
IP Address:	174.240.20.4
Signed at:	Jan 16 2024, 10:52 am PST