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6 Attorneys for Petitioners,
Arnold D. Kassoy and Joel Faden, Co-Trustees

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

JAN 07 2015

Clerk of the Court
BY: LYDIA PAREDES
Deputy Clerk

**Department 204
Hearing: Apr 20 2015 09:00AM PST**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN FRANCISCO

11 In the Matter of the
12 Robin Williams Trust
13 dated June 24, 2010, as amended and
14 restated on January 31, 2012

Case No. PTR-14-298367

**PETITION FOR ORDER CONFIRMING
TRUST ASSET**

**[PROBATE CODE §§ 17200(b)(6), 17200.1 AND
850(a)(3)(B)]**

Date:
Time:
Dept.:

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17 Petitioners, the Successor Co-Trustees of the Robin Williams Trust
18 dated June 24, 2010, as amended and restated on January 31, 2012, hereby presents this Petition
19 for Order Confirming Trust Assets, and allege the following:

20 1. Creation of the Trust. Robin M. Williams (“Mr. Williams”), as settlor and
21 initial trustee, created the Robin Williams Trust (the “Trust”) under a trust agreement dated
22 June 24, 2010, which was subsequently amended and restated in its entirety by the settlor under a
23 Second Amendment and Complete Restatement of the Trust dated January 31, 2012 (as amended
24 and restated, the “Trust Agreement”). A true and correct copy of the Trust Agreement has been
25 lodged with this Court conditionally under seal in accordance with California Rule of Court 2.551
26 as Exhibit A to the Declaration in Support of Motion to File Records Under Seal and is
27 incorporated herein by reference.

28 Mr. Williams died on August 11, 2014. As a result of Mr. Williams’s death,

1 Petitioners are the currently acting successor Co-Trustees of the Trust. During the post-mortem
2 trust administration process, the Petitioners have a duty to collect, divide and allocate the Trust
3 assets as provided under the Trust Agreement.

4 2. Beneficiaries of the Trust. The Trust Agreement is Mr. Williams’s primary
5 estate planning document, which provides for the disposition of his assets on his death. In order
6 to keep the dispositive provisions of the Trust Agreement private, the terms of the Trust
7 Agreement on Mr. Williams’s death are not summarized in this Petition. However, this Court can
8 review the provisions of the Trust Agreement in order to confirm the identity of the Trust
9 beneficiaries for notice purposes.

10 3. Will. Mr. Williams executed a pour-over Will dated January 31, 2012 (the
11 “Will”), which has been lodged the Marin County Superior Court. Attached hereto as
12 EXHIBIT A is a true and correct copy of Mr. Williams’s lodged Will, which is incorporated
13 herein by reference. The Will provides that on Mr. Williams’s death, any asset, title to which is
14 held in his individual name, is to be distributed to the then-serving trustee of the Trust.

15 4. Mr. Williams’s Interest in Real Property not formally Transferred to the
16 Trust Prior to his Death. On Mr. Williams’s death, title to a parcel of real property located in
17 Sonoma County (the “Sonoma Parcel”), more particularly described as EXHIBIT B attached
18 hereto and incorporated herein by reference, was held in Mr. Williams’s individual name. The
19 Sonoma Parcel is one of five contiguous parcels that comprise Mr. Williams’s home, vineyard
20 and acreage property located at 1100 Wall Road, Napa, California (the “Residence”).¹

21 Title to the remaining four parcels are in the Domus Dulcis Domus Holding Trust,
22 which was created by a trust agreement executed by Mr. Williams, as settlor and Joel Faden and
23 Stephen Tenenbaum as the initial co-trustees, on October 17, 2008. Such trust was subsequently
24 amended by a First Amendment dated June 1, 2010 (as amended, the “Holding Trust”). A true
25 and correct copy of the Holding Trust has been lodged with this Court conditionally under seal in
26 accordance with California Rule of Court 2.551 as Exhibit B to the Declaration in Support of
27 Motion to File Records Under Seal and is incorporated herein by reference. The Holding Trust

28 ¹ The contiguous five parcels consist of approximately 650 acres in Sonoma and Napa Counties.

1 provides that on Mr. Williams's death, these four parcels are to be distributed to the then-serving
2 trustee of the Trust. (Paragraph C.2(c) of Article II of the Holding Trust).

3 5. Mr. Williams Assigned Real Property to the Trust. There is compelling
4 evidence that Mr. Williams intended that the Sonoma Parcel be an asset of the Trust. On
5 June 24, 2010, Mr. Williams executed an Assignment of Property (the "Assignment"), which is
6 attached hereto as EXHIBIT C and incorporated herein by reference. Under the Assignment,
7 Mr. Williams transferred (in addition to other assets) "all real estate interests" to himself, as
8 trustee of the Trust. Mr. Williams already owned the Sonoma Parcel at the time the Assignment
9 was executed. Thus, by executing the Assignment, he conveyed the Sonoma Parcel to himself, as
10 trustee of the Trust.

11 In addition to the foregoing Assignment, Petitioners submit that the Sonoma Parcel
12 is an asset of the Trust under the rule pronounced in the Estate of Heggstad, 16 Cal. App. 4th 943,
13 20 Cal. Rptr. 433 (1993). In Heggstad, the Court ruled that a written declaration of trust by the
14 owner of real property in which he named himself trustee was sufficient to create a trust in that
15 property. The court held that the law does not require a separate deed transferring property to the
16 trust. Id. at p. 950; p. 437. Similarly, in this case, Mr. Williams, the settlor and trustee of the
17 Trust, executed the Trust Agreement and an Assignment to the Trust transferring all of his real
18 property into his name, as trustee of the Trust. Under Heggstad, the Assignment is sufficient to
19 transfer the Sonoma Parcel to the Trust.

20 In Kucker v. Kucker, 192 Cal. App. 4th 90 (2011), a trustor established a
21 revocable trust and thereafter executed a general assignment transferring all of her shares of stock
22 to that revocable trust. After the trustor's death, it was discovered that certain shares of stock
23 were not formally titled in the name of the revocable trust and were not specifically referenced in
24 the general assignment. The Court determined that the general assignment, combined with a
25 pour-over will executed by the trustor were sufficient to evidence the trustor's intention to
26 transfer the stock to the trust, notwithstanding the fact that it was not specifically referenced in the
27 general assignment. In this case, the execution of the Assignment by Mr. Williams, together with
28 the pour-over Will evidence Mr. Williams's intention that the Sonoma Parcel be held as an asset

1 of the Trust.

2 6. Terms of Trust and Will are Consistent. Under Section 3.1 of
3 Mr. Williams's Will, his entire estate pours over to the Trust. Therefore, there is no conflict
4 between one set of beneficiaries taking under the Trust and another set of beneficiaries taking
5 under the Will.

6 7. Mr. Williams's Intention to Avoid Probate of Assets. Petitioners believe
7 and therefore allege that a primary reason Mr. Williams established the Trust was to avoid
8 probate of his assets on his death and to protect his personal privacy and the privacy of the trust
9 beneficiaries. The Sonoma Parcel is the only asset titled in Mr. Williams's individual name of
10 which the Petitioners are aware. All the other assets includible in Mr. Williams's estate are
11 either titled in the name of the Trust, the Holding Trust, or will be disposed of under nonprobate
12 transfers. As indicated above, this includes the other four parcels that comprise the Residence,
13 title to which are held in the Holding Trust. It is the Petitioners' belief that Mr. Williams merely
14 overlooked formerly transferring title of the Sonoma Parcel to the Trust.

15 8. Probate Would be Detrimental to the Privacy of the Settlor and Trust
16 Beneficiaries. If the Petitioners' request for an Order is not granted, a probate proceeding will be
17 required for the administration of the Sonoma Parcel. A probate would needlessly delay the
18 transfer of the Sonoma Parcel to the Trust and incur unnecessary legal fees and court resources.
19 As a public figure, a probate of Mr. Williams's estate will likely attract significant media
20 coverage, thereby undermining one of the principal reasons for establishing the Trust. Such a
21 probate proceeding will serve no good purpose, and indeed, would be detrimental to the
22 beneficiaries of the Trust.

23 9. Venue. The principal place of administration of the Trust is located in the
24 San Francisco office of Manatt, Phelps & Phillips, which is the San Francisco office of
25 Co-Trustee Arnold D. Kassoy and is the office of the Petitioners' counsel. Venue in this County
26 is proper under Calif. Prob. Code Section 17005(a)(1).

27 10. Notice of this Petition. California Probate Code §17203 requires that, at
28 least 30 days before the time set for the hearing on a petition filed under §17200, notice must be

1 mailed to all beneficiaries (as limited by California Probate Code §15804). The name and last
2 known address of each of the beneficiaries is set forth as Exhibit C to the Declaration in Support
3 of Motion to File Records Under Seal and is incorporated herein by reference. It should be noted
4 that the individuals identified in Sections 4.3.1.2(b), 4.3.1.2(e)(i), (ii), (iii), (iv), (v), (vii) and
5 (viii) are not beneficiaries² of the Trust because none of them satisfied that condition of being
6 employed by Mr. Williams at anytime during the twelve-month period ending on his date of
7 death. Therefore, notice of this Petition does not need to be provided to any of them.

8 The interests of any minor and unborn issue of the residuary beneficiaries who
9 may be future or remainder beneficiaries of the trust (the “Minor and Unborn Potential
10 Beneficiaries”) are identical to those of the adult residuary beneficiaries. The interests of the
11 Minor and Unborn Potential Beneficiaries are not diminished or significantly altered from the
12 proposed Order. In fact, they will benefit from the proposed Order. Petitioners believe,
13 therefore, that no guardian ad litem needs to be appointed to represent Minor and Unborn
14 Potential Beneficiaries because such an appointment is to be made only “if the court determines
15 that representation of the interest otherwise would be inadequate.” Calif. Prob. Code
16 Section 1003(a). The interests of such beneficiaries are adequately represented by the adult
17 residuary beneficiaries.

18 10. No Requests for Special Notice. There are no requests for special notice
19 on file herein.

20 WHEREFORE, Petitioners pray for an order of this Court that:

21 1. Title to the Sonoma Parcel, more particularly described in EXHIBIT B
22 attached hereto, shall be changed to read as follows: Arnold D. Kassoy and Joel Faden, Successor
23 Co-Trustees of the Robin Williams Trust dated June 24, 2010, as amended and restated on
24 January 31, 2012.


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28 ² Under Probate Code Section 24(c), the term “beneficiary” of a trust means a “person who has any present or future interest, vested or contingent.”

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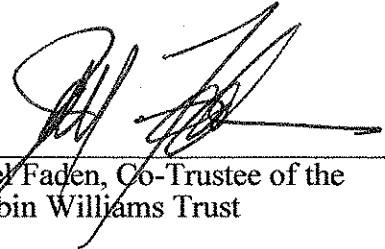
2. Such other relief as the Court deems proper.

Dated: 12/4/, 2014



Arnold D. Kassoy, Co-Trustee of the
Robin Williams Trust


Dated: 12/2/, 2014



Joel Faden, Co-Trustee of the
Robin Williams Trust

Dated: 12/5, 2014

MANATT, PHELPS & PHILLIPS, LLP

By: 

Veronica K. Cerruti
Attorneys for Petitioners
Arnold D. Kassoy and
Joel Faden, Co-Trustees

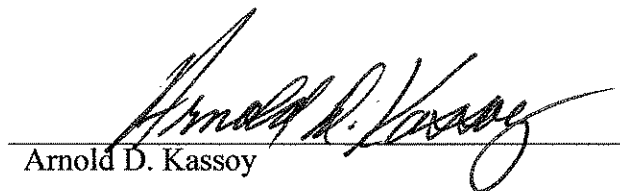
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VERIFICATION

I am a Petitioner in the above entitled matter. I have read the foregoing Petition for Order Confirming Trust Asset and know the contents thereof. The same is true of my own knowledge, except as to matters that are stated upon my information and belief, and as to those matters, I believe them to be true.

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

This Verification was executed on December 4, 2014, at Los Angeles, California.


Arnold D. Kassoy

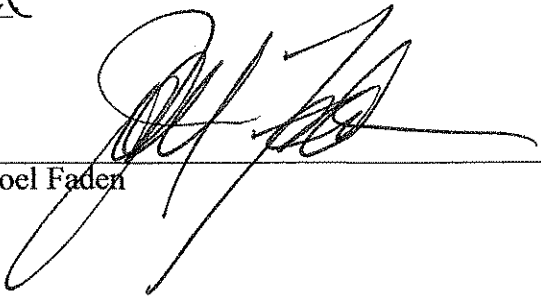
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VERIFICATION

I am a Petitioner in the above entitled matter. I have read the foregoing Petition for Order Confirming Trust Asset and know the contents thereof. The same is true of my own knowledge, except as to matters that are stated upon my information and belief, and as to those matters, I believe them to be true.

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

This Verification was executed on DECEMBER 2, 2014, at
NEW YORK, NEW YORK



Joel Faden

313295909.2

EXHIBIT A

RECEIVED FOR
SAFE KEEPING

OCT 15 2014

Veronica K. Cerruti
FROM

By Marin County Superior Court

K. YARBOROUGH

WILL

OF

ROBIN M. WILLIAMS

I, ROBIN M. WILLIAMS (also known as Robin McLaurin Williams), a resident of the County of Marin, State of California, declare this to be my last Will, and I hereby revoke all Wills and codicils to Wills that I have previously made.

1. DECLARATIONS CONCERNING FAMILY

1.1 Marital Status. I declare that I am presently married to SUSAN M. SCHNEIDER who is herein sometimes referred to as "my spouse" or "SUSAN".

1.2 Children. I have three (3) children now living from prior marriages, namely, ZACHARY PYM WILLIAMS (born April 11, 1983), ZELDA RAE WILLIAMS (born June 31, 1989) and CODY ALAN WILLIAMS (born November 25, 1991). I have no children deceased.

2. DECLARATION OF PROPERTY TO BE DISPOSED OF BY WILL

I intend by this Will to dispose of all property wherever situated that I am entitled to dispose of by Will. I direct the Executor of this Will and the Trustee of the Trust referred to in Article 3 below to fulfill my obligations under that certain Prenuptial Agreement with SUSAN dated September 28, 2011.

3. DISPOSITION OF ESTATE

3.1 Distribution in Trust. I give my entire estate, in trust, to the Trustee then serving of the ROBIN WILLIAMS TRUST dated June 24, 2010 ("Trust"), as amended from time to time, of which I am the Settlor and the initial Trustee. I direct that my estate shall be added to, administered and distributed as a part of said Trust and according to the terms thereof on the date of my death, giving effect to any amendments made to said Trust prior to the date of my death, and any amendments thereafter made in accordance with the terms of said Trust by the exercise of a power of amendment, power of appointment, power of withdrawal, or otherwise.

3.2 Distribution if Above Disposition Fails. If for any reason the disposition in Paragraph 3.1 is inoperative or is invalid or if said Trust fails, I hereby incorporate herein by reference the terms of said Trust on the date hereof (without giving effect to any subsequent amendments but giving effect to the exercise of any power of appointment and/or a power of withdrawal set forth in said Trust) and I give my entire estate to the successor Trustee named in said Trust's instrument, in trust, to be held, administered, and distributed as provided therein.

4. NOMINATION AND POWERS OF EXECUTOR

4.1 Nomination. I nominate JOEL FADEN and STEPHEN TENENBAUM jointly and collectively as Executor of this Will. If for any reason JOEL FADEN is unable or unwilling to serve or continue to serve as a co-Executor, I nominate CYNTHIA S. MARGOLIS as successor co-Executor in his place; and if for any reason STEPHEN TENENBAUM is unable or unwilling to serve or continue to serve as a co-Executor, I nominate ARNOLD D. KASSOY as a successor co-Executor in his place. The last to serve as a co-Executor of JOEL FADEN and CYNTHIA S. MARGOLIS shall designate his or her successor by an instrument in writing sent to the other co-Executor then serving and the designated successor. The last to serve as a co-Executor of STEPHEN TENENBAUM and ARNOLD D. KASSOY shall designate his successor by an instrument in writing sent to the other co-Executor then serving and the designated successor.

4.2 Definition; No Bond Required. The term "Executor" as used in this Will shall include any individual named herein or designated pursuant to the terms hereof as my initial or successor Executor and shall specifically include two individuals serving jointly and collectively as my Executor. I direct that no bond be required of any Executor of this Will, whether serving alone or jointly.

4.3 Power to Invest. I authorize my Executor to invest and reinvest any moneys of my estate in any kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not limited to, interest-bearing accounts, U.S. government and state government obligations of every kind, corporate obligations of every kind, preferred or common stocks, shares of investment trusts, investment companies, mutual funds, index funds or common trust funds, including funds administered by any corporate Executor, and mortgage

participations, which persons of prudence, discretion, and intelligence acquire for their own account.

4.4 Power to Sell or Lease. I further authorize my Executor to sell, with or without notice, at either public or private sale, and to lease any property belonging to my estate, subject only to such confirmation of court as may be required by law.

4.5 Power to Make Tax Elections. My Executor shall determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions.

4.6 Power to Elect Marital Deduction. I authorize my Executor to exercise the election to claim the federal estate tax marital deduction with respect to any qualified terminable interest property passing under this Will or in the Trust, as provided in Section 2056(b)(7) of the Internal Revenue Code, and to exercise the election permitted under Section 2652(a)(3) of the Internal Revenue Code.

Either of such elections shall be exercised, partially exercised, or not exercised as my Executor, in my Executor's absolute discretion, shall determine to be in the best interests of my estate and my beneficiaries as a group; provided, however, that if my spouse is then living and legally competent, the marital deduction under Section 2056(b)(7) must be elected unless my spouse consents in writing that it shall not be elected.

4.7 Power to Allocate Generation-Skipping Transfer Tax Exemption. My Executor shall have the power to allocate any portion of my generation-skipping transfer tax exemption under Internal Revenue Code Section 2631 which is remaining at my death to any property with respect to which I am the transferor.

4.8 Power to Continue Operation of Business. I further authorize my Executor either to continue the operation of any business belonging to my estate for such time and in such manner as my Executor may deem advisable and for the best interests of my estate, or to sell or liquidate the business at such time and on such terms as my Executor may deem advisable and for the best interests of my estate. Any such operation, sale, or liquidation by my

Executor, in good faith, shall be at the risk of my estate and without any liability on the part of my Executor for any resulting losses.

4.9 Power to Allot and Distribute. My Executor shall have the power, upon any division or partial or final distribution of my estate, to partition, allot and distribute my estate in undivided interests, or in kind, or partly in money and partly in kind, as my Executor, in my Executor's absolute discretion, shall determine. My Executor shall have the authority to make non-pro-rata distributions.

4.10 Exoneration of Executor. No beneficiary under this Will, whether an income beneficiary or remainderman of any trust, or other beneficiary, shall have any right to recoupment or restoration of any loss the beneficiary may suffer as a result of the exercise or nonexercise of any tax election or allocation authorized in this Article 4. My Executor may, in my Executor's absolute discretion, make adjustments between principal and income as my Executor shall deem appropriate. My Executor shall have no liability to any beneficiary for any act, or omission taken as executor, including but not limited to liability for failing to make any investment. My Executor shall be indemnified against, held harmless from and provided with a defense to a claim by any beneficiary arising from any act or omission of the Executor taken in good faith in his or her role as executor. My executor further shall be entitled to use funds from my estate to defend against any such claim.

4.11 Adjustment to Basis. I authorize my Executor, in his or her sole discretion, to make any adjustment to basis authorized by law, including but not limited to, increasing the basis of any property included in my gross estate, whether or not passing under my will, by allocating any amount by which the basis of assets may be increased. My Executor shall be under no duty and shall not be required to allocate basis increase exclusively, primarily or at all to assets passing under this instrument as opposed to other property included in my gross estate. I waive any such duty that otherwise would exist. Any such allocation shall not cause my Executor to be liable to any person or to be subject to removal or forfeiture of commissions or other compensation.

My Executor may elect, in his or her sole and absolute discretion and without permission of any court or other authority, to allocate basis increase to one or more or all assets

that the Executor receives or in which the Executor has a personal interest to the partial or total exclusion of other assets with respect to which the election could be made. Any such allocation shall not cause my Executor to be liable to any person or to be subject to removal or forfeiture of commissions or other compensation.

4.12 Executor Compensation. The Executor shall be compensated in accordance with the California Probate Code for both statutory and extraordinary services rendered by the Executor.

5. DIRECTION FOR PAYMENT OF TAXES

All inheritance, estate, and other death taxes, including interest and penalties, that by reason of my death may be attributable to any asset included in my probate estate shall be paid by the Trustee of the ROBIN WILLIAMS TRUST as provided in such Trust (including all amendments thereto made prior to my death). If the Trust shall be invalid or fail (but not if the Trust is revoked), all such taxes shall be paid out of my estate (bequeathed in trust by Article 3 hereof), in the manner provided in the Trust. If the Trust shall be revoked, all such taxes shall be apportioned and paid as provided by law. Notwithstanding the foregoing, if any such tax is imposed on property includible by reason of Section 2044 of the Internal Revenue Code, the Executor may, but shall not be required to, recover such tax as provided in Section 2207A of said Code.

6. MISCELLANEOUS PROVISIONS

6.1 Gender and Number. 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.

6.2 Intentional Omission of Heirs. Except as otherwise provided herein or in the Trust referred to in Article 3, above, I have intentionally and with full knowledge omitted to provide for any of my heirs who may be living at my death.

6.3 No Contest Provision. If any beneficiary under this will, singularly or in combination with any other person or persons, directly or indirectly does any of the acts set forth

in subsections (a), (b) or (c) below, then the right of that person to take any interest given to him or her by this will shall be void, and any gift or other interest in the property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the me without issue.

(a) Without probable cause, challenges the validity of this will, or the validity of any contract, agreement (including any trust agreement), declaration of trust, beneficiary designation, or other document executed by me, or executed by another for my benefit that is in existence on the date that this instrument is executed on any of the following grounds:

- (i) Forgery;
- (ii) Lack of due execution;
- (iii) Lack of capacity;
- (iv) Menace, duress, fraud, or undue influence;
- (v) Revocation pursuant to the terms of this instrument or other applicable instrument, document, or contract or applicable law;
- (vi) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

(b) Files a pleading to challenge the transfer of property under this will, the Trust, or any contract, agreement, declaration of trust, beneficiary designation or other document executed by me or by another for my benefit, on the grounds that it was not the transferor's property at the time of the transfer;

(c) Files a creditor's claim or prosecutes any action against my estate or the Trust for any debt alleged to be owed by either myself or my Trust to the beneficiary-claimant.

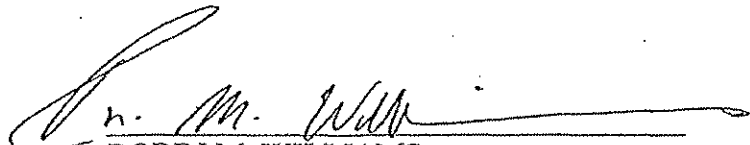
My Executor is authorized to defend, at the expense of my estate, any contest or other attack of any nature on this Will or other protected instrument.

6.4 Contracts Regarding Wills. I have not entered into either a contract to make Wills or a contract not to revoke Wills; moreover, the similarity of the provisions of this Will to the provisions of any Will of my spouse, even if executed by my spouse on the same date as this Will, shall not be construed as evidence of any such contract.

6.5 Internal Revenue Code. The terms "Internal Revenue Code" and "Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor statute, including the regulations promulgated with respect thereto.

6.6 Independent Administration. My estate shall be administered under the Independent Administration of Estates Act under California Probate Code Sections 10500 *et seq.*

I subscribe my name to this Will this 31st day of January, 2011 at Tiburon, California.


ROBIN M. WILLIAMS

ATTESTATION AND DECLARATION

The testator, ROBIN M. WILLIAMS, on the date written above, declared to us, the undersigned, that the foregoing instrument, consisting of eight (8) pages, including the page signed by us as witnesses, is his last Will and he requested us to act as witnesses to it. Then the testator signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence, and in the presence of one another, subscribe our names as witnesses.

Each of us states that the testator and each of us are over eighteen (18) years of age, that the testator appears to be of sound mind, and that we have no knowledge of any facts indicating that the foregoing instrument or any part of it was procured by duress, menace, fraud, or undue influence.

We each for himself or herself, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this attestation and this declaration are executed on the 31st day of January, 2012, at Tiburon, California.

Arnold D. Kassoy
ARNOLD D. KASSOY

Witness name printed

residing at 11355 W. Olympic Blvd.
Los Angeles CA 90064

F. Cruz
F. CRUZ

Witness name printed

residing at 1 BLACKFIELD DR.
TIBURON, CA. 94970

EXHIBIT B

EXHIBIT B

Legal Description to Sonoma Parcel

All that certain real property situated in the County of Sonoma and the County of Napa, State of California, and more particularly described as follows:

The Southeast quarter, the Southwest quarter of the Southwest quarter, the Southeast quarter of the Southwest quarter, the Northeast quarter of the Southwest quarter; and Lot 9 of Section 24, Township 7 North, Range 6 West, Mount Diablo Base and Meridian.

The Southeast quarter of Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM that portion lying to the North of the line between the True Point of Beginning and Point "A"; and to the East of the line between Point "B" and the "Point of Terminus" and said points are more particularly described as follows:

COMMENCING at a point (hereinafter referred to as Point "A") located on the Southern line of the Southeast quarter of Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian, at the intersection with the centerline of Wall Road, being the end of the County Road; thence running Northerly along the center of the extension of Wall Road from said Point "A" North 44° 50' 11" East, 138.53 feet to a point; thence North 32° 18' 43" East, 115.55 feet to a point; thence North 41° 20' 57" East, 172.84 feet to a point; thence North 10° 13' 09" West, 57.62 feet to a point; thence North 14° 49' 12" East, 70.33 feet to a point; thence North 47° 09' 23" East, 107.29 feet to a point; thence North 27° 10' 43" East, 201.73 feet to a point; thence North 14° 53' 09" East, 287.17 feet to a point (hereinafter referred to as Point "B"); thence Northeasterly 1,400 feet, more or less, to the Southwest corner of the Northwest quarter of the Southwest quarter of Section 24, Township 7 North, Range 6 West, Mount Diablo Base and Meridian, said Southwest corner is the "True Point of Beginning"; thence running Southwesterly 1,400 feet, more or less, from said "True Point of Beginning", to said Point "B"; thence running Northerly along the center of the extension of Wall Road, North 22° 07' 48" West, 188.95 feet to a point; thence North 0° 57' 16" East, 90.79 feet to a point; thence North 5° 01' 07" West, 117.24 feet to a point; thence North 51° 00' 14" East, 90.32 feet to a point; thence North 10° 57' 35" East, 98.70 feet to a point; thence North 54° 31' 36" West, 124.31 feet to a point; thence North 17° 59' 10" West, 126.04 feet to a point; thence leaving the center of the extension of Wall Road, North 27° 28' 07" West, 139.47 feet, more or less, to a 5 foot high gate post which is at the end of a 5 foot high board fence; thence North 27° 28' 07" West, 30.00 feet to a point (hereinafter referred to as Point "C"); thence North 0° 00' 00" East, 900 feet, more or less, to a point on the division line between the Northeast quarter and the Southeast quarter of Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian, said point being the "Point of Terminus". The "Point of Terminus" bears Easterly along the division line between said

Northeast quarter and Southeast quarter of Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian, 1,000 feet, more or less, from the center of Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian.

ALSO EXCEPTING THEREFROM, that portion of the lands described in the Deed to Wall Road, Ltd., recorded November 17, 1980 in Book 1103 at page 363 of Official Records of Napa County, lying Northerly of the South line of said Section 23, Township 7 North, Range 6 West, Mount Diablo Base and Meridian.

TOGETHER WITH a 40 foot wide access and public utility easement which lies 20 feet on each side of the centerline of Wall Road, and more particularly described as follows:

COMMENCING at Point "A" and running thence Northerly along the centerline of the extension of Wall Road through each of the courses and distances hereinabove described to Point "B"; thence continuing from Point "B" Northerly along the centerline of the extension of Wall Road through each of the courses and distances hereinabove described, to Point "C".

APN: 51-200-16

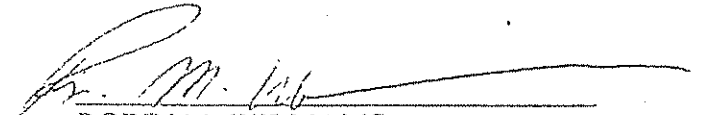
EXHIBIT C

ASSIGNMENT OF PROPERTY

KNOW ALL PERSONS BY THESE PRESENTS, that without the receipt of any consideration thereof, ROBIN M. WILLIAM, does hereby transfer to himself, as Trustee of the ROBIN WILLIAMS TRUST dated June 24, 2010, all right, title and interest in and to all property, real and personal, tangible and intangible, presently standing in his name or hereafter acquired by him, including, but not limited to, the following:

1. All bank accounts, savings and loan accounts, certificates of deposit, money market accounts, treasury bills and similar accounts and instruments.
2. All interests in partnerships (general and limited), limited liability companies and closely held corporations.
3. All brokerage, safekeeping, custodian and investment accounts of whatsoever nature.
4. All stocks, bonds and similar securities.
5. All real estate interests.
6. All contractual rights, intellectual property, profit participations and deferred compensation rights (excluding Keogh, 401k and qualified retirement plan benefits).
7. All automobiles.
8. All causes of action.
9. All personal effects, jewelry, household furniture and furnishings, works of art, silver, clothing and other personal property of a similar nature.
10. All other property, real and personal, tangible and intangible.

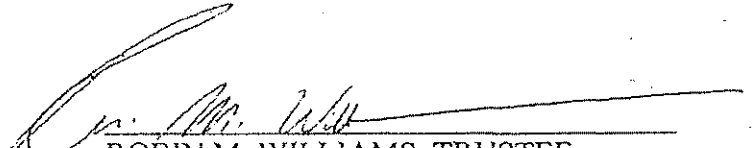
Executed at New York, New York this 24th day of June, 2010.


ROBIN M. WILLIAMS

ACCEPTANCE

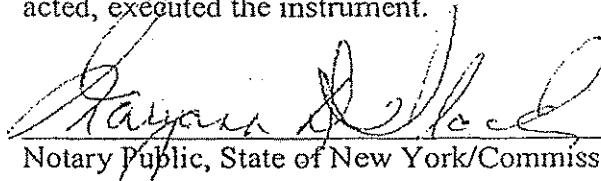
The undersigned, as Trustee of the ROBIN M. WILLIAMS TRUST, dated June 24, 2010 do hereby accept receipt of the property described above.

DATED: June 24, 2010


ROBIN M. WILLIAMS, TRUSTEE

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 24 day of June in the year 2010, before me, the undersigned, personally appeared ROBIN M. WILLIAMS personally known to me or proved to me on the same basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New York/Commissioner of Deeds

Commission Expires: _____
Notary Public, State of New York
No. 0-WL29715.1
Qualified in New York County
Commission Expires Sept 8, 2010

300101351.1