

19-3

11859722
06/03/2014 04:30 PM \$49.00
Book - 10235 Pg - 5934-5952
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRAD H HARRIS
876 W 2630 N
LEHI UT 84043
BY: EEP, DEPUTY - WI 19 P.

NOTICE OF INTEREST

When recorded please mail recorded documents to:

Brad H. Harris

876 W 2630 N, Lehi, Utah 84643

Know by all men these presents that the undersigned hereby claims an interest in and to the follow described real property located in Salt Lake County, State of Utah, by virtue of an unrecorded instrument dates September 1, 2010 and May 12, 2014; and the recorded Special Warranty Deed for the property description: Recorded in Salt Lake County, 4/12/2003 Record # 8626442

Serial No: 15-12-278-029

PARCEL 1 All of Lots 1 and 2 and the North 122.4 feet of Lot 3, Walker's Subdivision of Block 4, Plat "A", according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake City, Utah.

TOGETHER WITH THE East 7.5 feet of the vacated alley adjacent on the West.

SEE ATTACHED EXHIBITS A, B, C AND D

WITNESS the hand of said Grantor this 3 day of June 2014.

State of Utah)

Brad H. Harris
Brad H Harris

County of Salt Lake)

On this 3rd day of June in the year 2014, before me Brad H. Harris / Laura Pratt

a notary public, personally appeared Brad H Harris

proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

Laura Pratt

Notary Public

SEAL:



**ASSIGNMENT OF
COMPANY INTERESTS IN HARRIS & HARRIS, L.C.**

THIS ASSIGNMENT is made effective the 1st day of September, 2010, by Duain Harris (herein the "Assignor") to Duain Harris, Trustee of The Duain Harris Trust dated the 1st day of September 2010 (herein the "Assignee").

RECITALS:

WHEREAS, the Assignor is the owner of 35 % of the Company Interests in Harris & Harris, L.C., a Utah Limited Liability Company (herein the "Company");

WHEREAS, the Assignor desires to transfer his entire 35% Interest in the Company (the "Assigned Interest") to Assignee; and

IT IS AGREED:

1. **TRANSFER OF ASSIGNED INTEREST:** Assignor hereby assigns, transfers, conveys and sets over unto Assignee, all of Assignor's right, title and interest in and to a 35% Interest in the Company as a Member thereof under the Operating Agreement, as amended, and the Utah Revised Limited Liability Company Act, or otherwise, including without limitation the entirety of the Assigned Interest and all attributes thereof, with power to receive, collect, enforce and sue for any distribution from the Company to which Assignor is or may become entitled from the Company under the Operating Agreement, as amended, or otherwise together with any other benefits or rights appurtenant to the Interest, in any actions or proceedings in Assignee's name or otherwise, and to take all such legal steps as may be necessary for the complete recovery of the Assigned Interests, any distribution made to the Assignor by the Company with respect to the Assigned Interest, or any other benefits or rights relating to the Assigned Interest belonging to the Assignor as a Member in the Company or appurtenant to the Assigned Interest. By this Assignment, Assignor is transferring to Assignee all of Assignor's Interest, and all of Assignor's separate interest in the Company as a Member thereof or otherwise.

2. **SUBSTITUTE MEMBER:** Assignee, as the owner of the Assigned Interest, from and after the execution and delivery of this Assignment, shall hold in the aggregate the same rights and privileges as heretofore held by Assignor in Assignor's capacity as a Member of the Company with respect to the Assigned Interest, as such rights and privileges are more specifically defined in the Operating Agreement, it being the intent of the Assignor and the Assignee that Assignee shall and does hereby become a substitute Member in the Company in

Assignment of Company
Interests in Harris & Harris, L.C.
Page 2

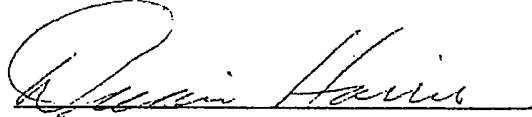
accordance with and subject to the provisions of the Operating Agreement, as amended, and applicable Utah law, with respect to Assignee's interest in the Company, including the Assigned Interest.

3. AGREEMENT TO BE BOUND BY OPERATING AGREEMENT: Assignee does hereby accept and adopt all of the provisions of the Operating Agreement, as amended, and agrees to be bound by the terms and conditions of the Operating Agreement, as amended, and agrees to and does hereby assume all of the duties and obligations of a Member as set forth in the Operating Agreement, as amended, and the Company and any and all other Members of the Company are intended beneficiaries of this provision.

4. INTEREST TRANSFERRED: This Agreement shall effect the assignment of the Assigned Interest and all economic interests appurtenant thereto and right to participate in the management and affairs of the Company.

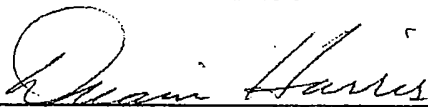
IN WITNESS WHEREOF, the undersigned have executed this assignment effective on the day and year first above written.

ASSIGNOR:


Duain Harris

ASSIGNEE:


THE DUAIN HARRIS TRUST

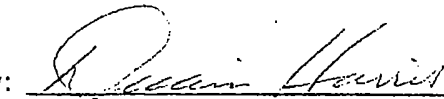
By: 
Duain Harris, Trustee

Assignment of Company
Interests in Harris & Harris, L.C.
Page 3


THE COMPANY:

HARRIS & HARRIS, L.C., a Utah Limited
Liability Company

By: 
Steve R. Harris, Manager

By: 
Duain Harris, Manager

MEMBERS:


Steve R. Harris

THE DUAIN HARRIS TRUST

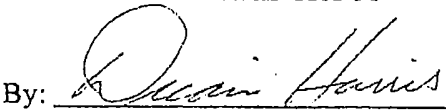
By: 
Duain Harris, Trustee

Exhibit B
page 1 of 5

**CERTIFICATION OF
THE DUAIN HARRIS TRUST**

TO WHOM IT MAY CONCERN:

Pursuant to Utah Code 75-7-1013, the undersigned certifies that:

Part 1 - Trust Existence and Authority

A. The Duain Harris Trust (the "Trust") exists, and the trust agreement was executed the 1st day of September, 2010.

B. The Settlor of the Trust is Duain Harris.

C. The currently acting Trustee of the Trust is Duain Harris, whose address is 2424 Elizabeth Street #3, Salt Lake City, Utah 84106. The successor Trustees are listed in Part 2 below in the section entitled, "Trustees".

D. The Trustee powers are set forth in Part 3 below.

E. The Trust is revocable, and Duain Harris holds the only power to revoke the Trust.

F. When more than one Trustee is serving, a majority of the Trustees have the power to sign or otherwise authenticate any document, to make any decision, and to undertake any action affecting the Trust. If only two Trustees are serving, they must both sign or act unanimously.

G. Title to Trust property may be taken in the name of Duain Harris, Trustee of The Duain Harris Trust, dated the 1st day of September, 2010.

H. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

Part 2 - Trustees

The following provisions are found in the trust agreement and may be relied upon by anyone dealing with any of the original Trustees or their successors as a full statement of the matters covered in such provisions.

5.1 Trustee Succession. The following will act as original Trustee, and as successor Trustees in the following order of succession:

- (1) Duain Harris
- (2) Sean Harris and Brad Harris, to serve jointly or the survivor
- (3) A Trustee chosen by the majority of the beneficiaries voting by right of representation as defined in Section 7.6.5, with the natural or legal guardian voting for legally disabled beneficiaries.

Upon the disability, incapacity or death of the Settlor, the next Trustee listed above shall automatically serve in the order listed. If a Trustee fails to accept trusteeship or after becoming Trustee fails or ceases to serve as Trustee for any reason, including disability, then the next listed Trustee shall automatically be appointed to serve as Trustee. In the discretion of the Trustee, additional Trustees may be added in the succession above indicated if more than the number of Trustees then serving is desired. If an institutional trustee is appointed Trustee, then no successor Trustee to said institution need be appointed. A Trustee will be deemed to be disabled if the Trustee's physician writes a letter to the successor Trustee informing the successor Trustee that in the physician's opinion the Trustee is disabled.

Notwithstanding the foregoing, after the death of the Settlor, each of the Settlor's siblings after they reach the age of 35, may upon his or her request therefore, serve as the sole Trustee of any trust established for that sibling pursuant to the terms and conditions of Section 4.4.1.

Further, notwithstanding the foregoing, after the death of the Settlor, each of the Settlor's Primary Issue after they reach the age of 35, may upon his or her request therefore, serve as the sole Trustee of any trust established for that Primary Issue pursuant to the terms and conditions of Section 4.4.2.

A sibling's or Primary Issue's right to become a Trustee is a personal right and such right may not be voluntarily or involuntarily transferred by or to any other person.

5.6 Resignation. Any Trustee may resign by giving thirty (30) days written notice to all of the beneficiaries who are at that time permissible distributees. The Trustee shall give notice to the natural or legal guardian for any legally disabled beneficiary. No resignation shall be effective until a successor Trustee accepts the office of Trustee and begins serving as the Trustee of the Trust involved.

5.7 Dissent Among Trustees. When more than one Trustee is serving, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any document affecting the Trust. In the event of a difference of opinion among the Trustees, the decision of the majority of them shall prevail, but the dissenting Trustee

shall not be responsible for any action taken by the majority pursuant to their decision. If only two Trustees are serving, they must act unanimously.

5.8 Delegation of Authority.

5.8.1 The Trustees may delegate investment and management functions that a prudent trustee of comparable skills could properly delegate under the circumstances. The Trustee may not delegate the Trustee's discretionary authority to determine the amount, timing and recipient of distributions from the Trust. The Trustees shall exercise reasonable care, skill, and caution in:

- (a) selecting the delegate;
- (b) establishing the scope and terms of the delegation consistent with the purposes of the Trust; and
- (c) periodically reviewing the delegate's actions to monitor the delegate's performance and compliance with the terms of the delegation.

5.8.2 In performing a delegated function, the delegate has a duty to the Trust to exercise reasonable care to comply with the terms of the delegation.

5.8.3 The Trustees who comply with the requirements of this Section 6.8 are not liable to the beneficiaries or to the Trust for the decisions or actions of the delegate to whom the function was delegated. Anyone dealing with the delegate shall be protected in relying upon a written delegation executed by the Trustee. So long as a delegation is in effect, any of the delegated powers may be exercised and any action may be taken by a delegate to whom such powers have been delegated with the same force and effect as if the Trustees delegating the powers had personally joined in the exercise of the powers and the taking of the action.

5.8.4 To be effective, a delegation must be in writing and must be delivered to each delegate, who shall sign such instrument to acknowledge their acceptance of the delegation. A delegation shall remain effective for the time specified or until earlier revoked in writing and delivered to each delegate.

Part 3 - Trustee Powers

The following provisions are found in the trust agreement and may be relied upon by anyone dealing with any of the original Trustees or their successors as a full statement of the matters covered in such provisions:

6.3 Investments. The Trustee may purchase, acquire or retain any kind of investment asset which a Trustee may hold under the law of the jurisdiction in which the Trust is being administered. The Trustee's actions in managing the assets of the Trust Estate shall be measured by the overall performance of the Trust Estate's assets, and not by the performance or lack of performance of individual assets.

6.4 Types of Transactions. The Trustee may sell, exchange, lease, pledge, mortgage, transfer, convert, or otherwise dispose of or grant options with respect to any properties of the Trust Estate. The Trustee may enter leases and contracts even though the term of the lease or contract may extend beyond the period fixed by statute for leases or contracts made by fiduciaries or beyond the duration of any trust hereunder.

6.5 Borrowing. The Trustee may borrow money from any source for the benefit of the Trust Estate, and as security for any such loan, may mortgage or pledge any property in the Trust Estate. The Trustee may loan money to the Trust provided the terms of the loan are no more beneficial to the Trustee than those terms that would be charged by a commercial lender in the community in which the Trust is being administered.

6.21 Partnership or Limited Liability Company. In addition to any other rights granted to the Trustee, the Trustee shall have the right to enter into a General or Limited Partnership Agreement, to execute a Certificate of General or Limited Partnership and to serve as a General and/or Limited Partner. The Trustee shall also have the right to enter into a Limited Liability Company Agreement, to execute the Articles of Organization thereof and to serve as a Member and/or Manager.

Part 4 - Confirmation of Settlor

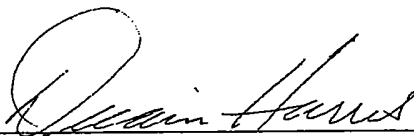
In confirmation and affirmation of the foregoing, the Settlor hereby states that the assertion by any Trustee herein above designated that (i) he/she is acting either alone or with another as a qualified Trustee, or (ii) he/she is acting with full delegated powers from a Co-Trustee, shall be sufficient on its face and no person shall be put to further inquiry into the right of such Trustee to so act.

Exhibit B
Page 5 of 5

Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust.

DATED this 1st day of September, 2010.


IN WITNESS WHEREOF, the Settlor and Trustee executes this Certification of The Duain Harris Trust.



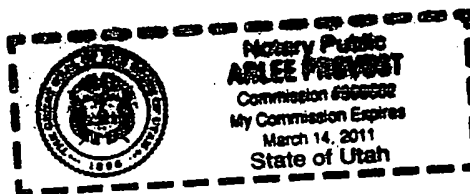
Duain Harris, Settlor and Trustee

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 1st day of September, 2010, personally appeared before me, a Notary Public in and for said County and State, Duain Harris, Settlor and Trustee, whose identity is known to me or proven on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Certification of The Duain Harris Trust, and acknowledged that he executed the same.



NOTARY PUBLIC



LAST WILL AND TESTAMENT
OF
DUAIN HARRIS

I, Duain Harris, domiciled in Salt Lake County, State of Utah, declare this to be my Last Will and Testament. I revoke all earlier Wills and Codicils. In this Will I expressly do not exercise any power of appointment which now or hereafter may be conferred upon me by anyone, either by will or in any other manner. Otherwise, I intend by this Will to dispose of all property which I now own and which I own at the time of my death.

ARTICLE 1
FAMILY

1.1 Family Status. My family consists of:

Siblings: Claudia Van Leeuwen
Carol May Trottier
Steve R. Harris
Harry S. Harris (deceased)


1.2 I do not intend to make bequests or devises in this Will to any beneficiary, except as I specifically provide for in this Will.

ARTICLE 2
DESIGNATION OF FIDUCIARIES

2.1 Designation of Personal Representatives. I nominate the following as Personal Representatives of my estate, to act in the sequence named, each to serve in the event the preceding person or persons, as applicable, fails to qualify or after qualifying fails or ceases to act:

(1) Sean Harris and Brad Harris, to serve jointly or the survivor

2.2 Bonds Waived. I direct that each fiduciary, including successors, shall be permitted to qualify without the necessity of giving a bond or other undertaking in this or any other jurisdiction for the faithful performance of such fiduciary's duties, or if any bond shall be required by law, statute or rule of court, without the necessity of sureties thereon.


Initials

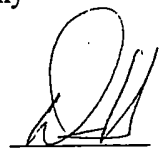
ARTICLE 3
EXPENSES OF ADMINISTRATION

3.1 Expenses at Death. Except as explained in Sections 3.2 and 3.3 below, I direct my Personal Representatives to pay my funeral expenses, all valid claims against me or my estate, and all appropriate expenses for the administration of my estate. All of these payments shall be charged to the residue of my estate (Section 4.2). However, in the Personal Representative's discretion, my Personal Representative may refuse to pay any claim against me if the payment of that claim is secured by any specific property. Instead, my Personal Representative may impose as a condition for distribution of such property the requirement that the distributee assume the debt which that property secures. If the distributee refuses to assume the debt, my Personal Representative may, in its discretion, distribute the property as if the distributee predeceased me. However, my Personal Representative, in its discretion, may also choose to pay the debt from my estate if my Personal Representative deems that advisable under the circumstances. In the event such property passes to a distributee other than through my estate, my Personal Representative may, in its discretion, proceed as it deems advisable under the circumstances (including making payment of the claim).

3.2 Succession Taxes. Except as set forth in Sections 3.2.1 and 3.3 below, my Personal Representatives shall pay all estate, inheritance, generation-skipping, succession or other similar death taxes ("succession taxes") assessed by reason of my death (including interest and penalties thereon) from the residue of my estate (Section 4.2).

3.2.1 Assets Not Subject to Probate Administration. Except for property held by the Trustee of my Trust, all succession taxes assessed because of the inclusion in my estate (for succession tax purposes) of property which is not subject to probate administration shall be apportioned and paid by the person or persons receiving such property and not by my estate. My Personal Representative shall take such action as is necessary to obtain payment or reimbursement (as the case may be) from the person or persons responsible for such taxes.

3.3 Retirement Plan Assets. Notwithstanding any other provision hereof, unless required by law, no payment under this ARTICLE 3, including but not limited to my debts, taxes, expenses of administration or other claims against my estate, estate inheritance or similar transfer taxes due on account of my death, shall be made from any benefits payable from any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "minimum distributions rules" of § 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law ("Retirement Plans"), and my Personal Representative and/or the Trustees of the Trust or any trust created thereunder, are specifically authorized to borrow from any



Initials

beneficiary or from any other trust established by me in order to make the payments required by this ARTICLE 3.

3.4 Fiduciary Elections. My Personal Representative shall, in conjunction with the Trustee of my Trust (as defined in Section 4.2 of this Will), review all potential elections, including but not limited to the qualified terminable interest property election (IRC Section 2056) and the step-up in basis election (IRC Section 1022). My Personal Representative shall have full discretion and authority to make elections under state and federal law as my Personal Representative deems advisable.

ARTICLE 4
DISPOSITION OF ESTATE

4.1 Initial Disposition.


4.1.1 Tangible Personal Property - Devise by Written Statement. Except any tangible personal property which, at the time of my death, is used in a trade or business, I devise my tangible personal property in accordance with a written statement signed by me or in my handwriting which I intend to leave at my death.

4.1.2 Tangible Personal Property-Contingent Devise. Except any property which, at the time of my death, is used in a trade or business, I devise all of my tangible personal property not effectively disposed of pursuant to Section 4.1.1 to the Trustee of the Trust as defined in Section 4.2.

4.2 Pour-Over to Trust. On the 1st day of September, 2010, I executed a written Trust Agreement entitled The Duain Harris Trust (the "Trust") with Duain Harris as Trustee. I hereby confirm the Trust. The Trust and this Will form part of an integrated plan and both instruments should be construed and administered accordingly.

I hereby devise the residue of my property to the Trustee of the Trust. The Trustee shall administer and distribute this property pursuant to the provisions of the Trust including any amendments made subsequent to the execution of this Will that are in effect at the time of my death. It is my intention not to create a separate Trust by this Will nor to subject the Trust or the property added to it by this Will to the jurisdiction of any probate or similar court.

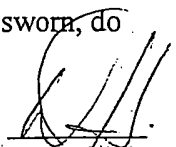
If for any reason the Trust is not available to receive this devise or if for any reason this devise is not effective, I devise the residue of my property to the Trustee named above or to the successor Trustee, in trust, in accordance with the terms of the Trust as amended.


Initials

ARTICLE 5
MISCELLANEOUS

- 5.1 Governing Law. This Will should be governed by Utah law.
- 5.2 Definitions. Definitions of terms in my Will shall be defined as set forth in the Utah Uniform Probate Code in effect as of the date of this Will.
- 5.3 Intentional Omission of Heirs. I have in mind all persons who are natural objects of my bounty. Except as expressly provided in this instrument, I have intentionally omitted to provide herein for any person claiming to be an heir of mine.
- 5.4 Transactions with Trustees. My Personal Representative, in its discretion, may purchase assets from any trust created by me, may sell any assets in my estate to the Trustee of any trust created by me at their fair market value, and may make loans to or borrow money from the Trustee of any trust created by me. The Personal Representative must insure that all transactions are commercially reasonable from the viewpoint of my estate. To the extent permitted by law, purchases, sales or loans may be made without court order or confirmation.
- 5.5 Elections. I have directed the Trustee of my Trust to make certain elections. The Trustee shall direct the Personal Representative in writing as to any elections so made. The Personal Representative shall be responsible for communicating the elections to the appropriate authority.
- 5.6 Personal Representative's Responsibility for Distributed Property. My Personal Representative shall have responsibility only for the distribution of my property to the proper distributee under this Will. My Personal Representative shall have no responsibility for the proper application of my property after distribution.
- 5.7 Contracts. This Will is not a contract, and I am not creating a contractual relationship with any person.
- 5.8 Forfeiture. If any beneficiary under this Will, and any trusts herein created, or intended to be created, shall contest in any court, without probable cause, any provision of this instrument, I direct that such beneficiary's share of any distribution, bequest or devise be distributed as if such beneficiary had predeceased me.

IN WITNESS WHEREOF, I, Duain Harris, the Testator, sign my name to this instrument this 1st day of September, 2010, and being first duly sworn, do


Initials

hereby declare to the undersigned authority that I sign and execute this instrument as my will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in this instrument, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Duain Harris
Duain Harris, Testator

We, the witnesses, being first duly sworn, sign our names to this instrument, and do hereby declare to the undersigned authority that Duain Harris, the Testator, signs and executes this instrument as his will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

[Signature]
Signature of Witness

2180 S. 1300 E., Suite 600
Street Address of Witness

Salt Lake City, Utah 84106
City, State, and Zip of Witness

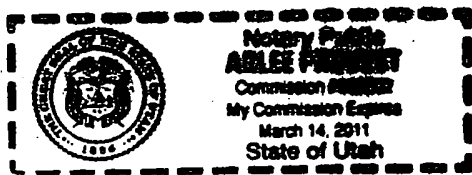
[Signature]
Signature of Witness

2180 S. 1300 E., Suite 600
Street Address of Witness

Salt Lake City, Utah 84106
City, State, and Zip of Witness

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Subscribed, sworn to and acknowledged before me by Duain Harris, the Testator and CHELSEA PLUMHOF and CRAIG F. MCCULLOUGH, each of the witnesses, whose identities are known to me or proven to me on the basis of satisfactory evidence, this 1st day of September, 2010.



Ablee Priddy
NOTARY PUBLIC

[Initials]
Initials

ALPINE DISPUTE RESOLUTION CENTER d/b/a ADR CENTER
P. O. BOX 1201
American Fork, UT 84003
801-492-9224
FAX 801-492-3997
stevejohnson5336@comcast.net

BRAD HARRIS,	:	
Claimant,	:	
	:	
	:	AMENDED ARBITRATION DECISION
vs.	:	
	:	
SEAN HARRIS,	:	
Respondent.	:	
	:	


This matter came on for a hearing on Friday, May 9, 2014. The parties were both present. The parties and their witnesses were sworn and testified. The Arbitrator, being fully apprised in the premises and good cause appearing therefor, makes the following Decision:

1. The Last Will and Testament of Duain Harris dated September 1, 2010, The Duain Harris Trust dated September 1, 2010, and the Assignment of Company Interests in Harris & Harris, L.C. dated September 1, 2010 are valid and binding on the parties. These documents were never amended or modified by Duain Harris at any time before his death.

2. Although there were discussions about Duain Harris selling his interests in Harris & Harris, L.C. to Steve R. Harris, and drafts of the proposed sale documents were prepared, any proposal to have Duain Harris sell his interest in Harris & Harris, L.C. was never finalized. There is no valid contract between Duain Harris and Steve R. Harris whereby Duain Harris sold his Harris & Harris, L.C. interests to Steve R. Harris.

* 3. The Duain Harris Trust dated September 1, 2010 by the assignment dated September 1, 2010 owns a 35% interest in Harris & Harris, L.C.

DATED this 12th day of May, 2014.



STEVEN G. JOHNSON, ARBITRATOR

ALPINE DISPUTE RESOLUTION CENTER d/b/a ADR CENTER
P. O. BOX 1201
American Fork, UT 84003
801-492-9224
FAX 801-492-3997
stevejohnson5336@comcast.net

BRAD HARRIS, :
Claimant, :
 :
 : **REASONS FOR DECISION**
vs. :
 :
SEAN HARRIS, :
Respondent. :
 :
 :

1. Duain Harris (hereinafter "the Decedent") died on August 30, 2013 in Salt Lake City, Utah, leaving no descendants.
2. Prior to his death, the decedent and his brother Steve R. Harris (hereinafter "Mr. Harris") together owned a Utah limited liability company called Harris & Harris, LC (hereinafter "the LC"). The LC owned real property in Salt Lake City, Utah which it leased to a car dealership.
3. Testimony was offered that the Decedent was gifted some of his interest in the LC, and that he did not pay full consideration for that interest. However, the parties and Mr. Harris all acknowledged that as of June 2013 the Decedent owned a 35% interest in the LC, and Mr. Harris owned a 65% interest in the LC.
4. On or about September 1, 2010, the Decedent completed several estate planning documents, including a self-proving will and a revocable trust agreement. The trust is called The Duain Harris Trust (hereinafter the "Trust"), and is dated September 1, 2010. At the same time as he prepared the will and trust, the Decedent also prepared and executed an assignment of his 35% interest in the LC to the Trust. The assignment is called "Assignment of Company Interests in Harris & Harris, L.C." (hereinafter "Assignment"). The parties and Mr. Harris all stipulated that the will, Trust and Assignment were valid when executed by the Decedent.
5. No evidence was presented to show that the Trust was ever made a member of the LC. Instead, the Decedent remained a 35% owner and member of the LC, but the Trust was entitled to receive the profits and losses distributable for the Decedent's share from the LC.

6. Following the death of the Decedent, Sean Harris (the Respondent herein) and Brad Harris (the Claimant herein) became the trustees of the Trust.
7. The Claimant argued that under the provisions of the Organizational Agreement of the LC, on the death of the Decedent the LC should be dissolved and the assets distributed to the members. This would mean that 35% of the net assets of the LC should be distributed to the trustees of the Trust for distribution to the Trust beneficiaries pursuant to the provisions of the Trust.
8. The Respondent argued that the Decedent had instead just prior to his death made an agreement with Mr. Harris, selling his interest in the LC to Mr. Harris, with a provision that on the Decedent's death any obligations to make further payments for the LC interest would cease.
9. The facts are in dispute on whether there was a valid agreement to sell the LC interest to Mr. Harris.
10. Mr. Harris attended the arbitration and fully participated both as a witness and in assisting the Respondent in arguing the case.
11. The Respondent and Mr. Harris testified that they had both talked with the Decedent many times during the months prior to his death. In particular, Mr. Harris testified that he had morning coffee with the Decedent almost daily.
12. During those morning conversations with the Decedent, Mr. Harris made what he called a "proposal" to the Decedent that the Decedent's interest in the LC be sold to Mr. Harris.
13. Mr. Harris testified that under the terms of the proposal to the Decedent, Mr. Harris would pay to the Decedent the sum of \$240,000, payable in the amount of \$4000.00 per month for a term of 5 years. The account balance would be forgiven on the death of the Decedent.
14. Both Mr. Harris and the Respondent testified that on several occasions the Decedent told them, "Let's get this thing put together" and "let's get this thing done," referring to the assignment to Mr. Harris.
15. At the time of these alleged conversations, the Decedent was 80 years old and had suffered some health problems.
16. Mr. Harris claimed that the Decedent recorded the terms of the agreement on his note paper (the "Notes") which was found in his home after his death.
17. On or about July 2, 2013, the Decedent instructed his attorney to prepare the documents needed to complete the assignment to Mr. Harris. Both parties agreed that the Decedent's attorney prepared the necessary documents. The Decedent was to meet with his attorney on July 12, 2013, but cancelled the meeting for health reasons. On August 1, 2013, the attorney and the Decedent spoke by telephone. The decedent requested that the attorney send him a copy of the documents for his

- review. On or about August 1, 2013, the attorney sent the documents to the Decedent for his review.
18. Although he had the assignment documents for nearly a month before his death, the Decedent never signed the documents his attorney had prepared for the sale to Mr. Harris. The Decedent never contacted his attorney after receiving the documents to arrange for execution of the documents.
 19. Prior to July of 2013, the Decedent regularly took a monthly draw of \$3000 from the LC.
 20. On July 15, 2013, and July 31, 2013, checks in the sum of \$2000 each drawn on the LC bank account were given to the Decedent. The Decedent cashed those checks. On August 15, 2013, a third \$2000 check drawn on the LC bank account was made payable to the Decedent, but he never cashed the check. Each of these checks contained the note "Buyout." However, the Decedent received no monthly draw checks from the LC in July or August of 2013.
 21. The Claimant testified that he had several telephone conversations with the Decedent in the months leading up to his death, including one conversation as late as August 20, 2013, just ten days prior to the Decedent's death. In each of those conversations, according to the Claimant's testimony, the Decedent told him that his estate and assets should pass to the Trust beneficiaries pursuant to the signed documents, namely the will, Trust and Assignment.
 22. The Notes found in the Decedent's home after his death are not signed by the Decedent or by any other person. They are not dated. They appear to be more a discussion of the proposal made by Mr. Harris to the Decedent, together with an analysis by the Decedent to determine whether he could support himself on the funds he was to receive from Mr. Harris. There is no indication that the Notes are intended to be a final agreement by the Decedent, but are, instead, only notes and an analysis of the "proposal" made by Mr. Harris to the Decedent.
 23. The fact that the Decedent in his conversations with Mr. Harris and with the Respondent frequently said "Let's get this thing put together" and "Let's get this done" suggests that the Decedent *thought the agreement was not yet finalized*.
 24. Of great significance is the fact that although he had the documents to complete the transaction suggested by Mr. Harris for nearly a month, *the Decedent never signed them*. He never made arrangements with his attorney to have them executed.
 25. The Decedent told the Claimant just 10 days before his death, and nearly 20 days *after* receiving from his attorney the documents purporting to sell his LC interest to Mr. Harris, that he desired the [2010] *signed documents* to control the distribution of his estate on his death.
 26. Although the \$2000 checks given to the Decedent in July contain the notation "Buyout," that notation was made by Stefani Moncur acting for the LC and not by the

Decedent. There is no indication that the Decedent agreed with the notation on the checks. The checks were drawn on an LC bank account, and not on the bank account of Mr. Harris, the claimed buyer of the Decedent's interest in the LC.

27. The alleged agreement between the Decedent and Mr. Harris to sell the Decedent's interest in the LC to Mr. Harris was never completed and finalized and is not binding on the Trust. The 2010 Trust and the Decedent's 2010 will were not amended by the Decedent prior to his death.