

**This**  
**FAMILY WEALTH TRUST**  
**prepared for**  
**SMEETA ANTONY**

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# SMEETA ANTONY LIVING TRUST

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# **SMEETA ANTONY LIVING TRUST**

## **Article One - Creation of My Trust**

### **Section 1. Parties**

My Trust Agreement, dated November 29, 2018, is made between SMEETA ANTONY, the Trustor, and the Initial Trustee as appointed under Section 4 of Article Three.

### **Section 2. Trust Name**

My Trust may be referred to as the:

SMEETA ANTONY LIVING TRUST, dated November 29, 2018

The formal name of my Trust and the designation to be used for the transfer of title to the name of my Trust is:

SMEETA ANTONY, Trustee, or successors in trust, under the SMEETA ANTONY LIVING TRUST, dated November 29, 2018, and any amendments thereto.

### **Section 3. Trust is Revocable**

My Trust is a revocable trust. My Trust is a grantor trust under the provisions of Sections 671-677 of the Code.

### **Section 4. Family Members**

All references to "children" are to (i) all of the children so identified in this Section 4 (subject to the exclusion of any child under subsequent provisions of this Section 4), (ii) any children conceived by me but not yet born at the time of the execution of my Trust, and (iii) any children conceived or adopted by me subsequent to the execution of my Trust and prior to my death.

#### **a. Marital Status**

I am presently unmarried.

#### **b. My Children**

The names and birth dates of my children are as follows:

Name

RENELLE ANTONETTE RAGHAVAN  
RAEANNA NINA RAGHAVAN

Birth Date

April 27th, 2006  
April 27th, 2006


**Section 5. Citizenship of Trustor**

SMEETA ANTONY is a citizen of the United States of America.



## Article Two - Trust Property

### Section 1. Initial Trust Property

I hereby assign, convey, transfer and deliver to my Trustees all property set forth on Schedule A, attached hereto, and made part of my Trust Estate. My Trustees acknowledge receipt of all assets listed on the attached Schedule and agree to hold, manage and distribute my Trust Estate under the provisions set forth in my Trust Agreement.

All assets titled in the name of my Trust, in the name of my Trustees, or in the name of a nominee as authorized under my Trust Agreement but not listed on Schedule A, shall be considered a part of my Trust Estate as if they had been set forth on the attached Schedule. 


### Section 2. Additional Trust Property

I, or any other person or entity, may transfer or devise to my Trustees additional assets, real or personal, and may name my Trustees as the beneficiary of life insurance policies, annuities, retirement plans or similar contracts. Such assets, policies and proceeds, upon notice and acceptance by my Trustees, shall be a part of my Trust Estate and subject to all the terms of my Trust Agreement.  

### Section 3. Character of Trust Property


All property transferred by me into my Trust shall retain its character. All such property transferred, and income thereon less withdrawals thereof, shall be my Trust Estate.

### Section 4. Acceptance of Trust Property



All property transferred to my Trust, and accepted by my Trustees, shall be held, administered and distributed according to the terms of my Trust Agreement. 

## Article Three - Trustees

### Section 1. Definition

All uses of the word "Trustee" in my Trust Agreement shall be deemed a reference to the person or entity then serving as Trustee and shall include alternate Successor or Co-Trustees (if multiple Trustees are serving), unless the context requires otherwise. 

### Section 2. Trustee's Resignation

Any Trustee may resign at any time without court approval by giving written notice to me if I am living and competent. If I am not then living and competent, written notice shall be given to my next Successor Trustee; or if there is no next Successor Trustee, to the beneficiaries then entitled to receive income or principal distributions under my Trust Agreement or their respective Personal Representatives, or if any of such beneficiaries are then minors, to the persons having the care or custody of any such minor. Such resignation shall be effective upon the appointment of a Successor Trustee.  

### Section 3. Trustee's Removal

Any Trustee may be removed under my Trust Agreement as follows:


#### a. While Alive and Competent

While I am alive and competent, I shall have the right to add a Trustee, or to remove or replace any other Trustee appointed under my Trust Agreement at any time without cause.

#### b. Removal by Other than Me

After my death or incapacity, a majority in interest of the beneficiaries then entitled to receive income or principal distributions from a separate trust, or their respective Legal Representatives, shall have the discretion and power to remove any serving Trustee of such separate trust at any time for cause, as defined under Section 18 of Article Eleven. The serving Trustee who is being removed for cause may accept such removal, or may, within thirty days of receiving written notice of removal, petition a court of competent jurisdiction for a determination as to whether sufficient cause exists for such Trustee's removal and shall continue to serve until otherwise ordered by such court. A majority in interest of the then living income beneficiaries of any trust hereunder (in the case of a minor beneficiary, the legal guardian or natural parent of the minor beneficiary) shall have the right to remove any corporate trustee of such trust by a written instrument duly acknowledged and delivered to such corporation. Concurrent with the exercise of this right, the income beneficiaries (in the case of a minor beneficiary, the legal guardian or natural parent of the minor beneficiary) shall appoint a corporate Successor Trustee by a written instrument duly acknowledged




and delivered to the corporation appointed Successor Trustee; provided, however that such corporation must be a trust company or bank possessing trust powers organized under the laws of the United States of America or one of the states thereof and it must have under its management a minimum of One Hundred Million Dollars in trust assets. Upon receipt by the removed corporation of the written notice of acceptance of appointment by the successor corporation, the removed corporation shall forthwith surrender and deliver to the corporate Successor Trustee all of the assets in the trust estate, and the trusteeship of the removed corporation shall terminate. 

**c. Notice to Removed Trustee**

Unless a serving Trustee has petitioned, or will petition within thirty days, a court as provided in the paragraphs above, written notice of removal under my Trust Agreement shall be effective immediately when signed by the person or persons authorized to make the removal and delivered to my Trustee personally, or within three business days after mailing by certified mail, return receipt requested. The written notice removing a Trustee shall identify the Successor Trustee appointed pursuant to the other provisions of this Article.

**d. Transfer of Trust Property**

Unless petitioning the court as provided above, my Trustee so removed shall promptly transfer and deliver to the Successor Trustee all property of my Trust under the removed Trustee's possession and control. 


**Section 4. Appointment of Trustees**

My Initial Trustees shall be SMEETA ANTONY. In the event that the Initial Trustee is unwilling or unable to serve as Trustee then a Successor Trustee shall be appointed as provided under Section 5 of this Article.

**Section 5. No Designated and Qualified Successor Trustees**

If at any time there is no Trustee acting under my Trust Agreement and there is no person or entity designated and qualified as a Successor Trustee, the Special Co-Trustee may appoint an independent Successor Trustee. If any trust existing under my Trust Agreement lacks a Trustee and no successor is appointed pursuant to this Article, the vacancy shall be filled by a court of competent jurisdiction.

**Section 6. Rights, Responsibilities and Duties of Successor Trustees**

Other than amending or revoking my Trust, or appointing or removing a Trustee, a Successor Trustee shall have the same rights, powers, duties, discretion and immunities as if named as an Initial Trustee under my Trust Agreement. No Successor Trustee shall be personally liable for any act, or failure to act, of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A Successor Trustee may accept the account rendered and 

the property delivered by, or on behalf of, a predecessor Trustee as a full and complete discharge of the duties of the predecessor Trustee without incurring any responsibility or liability for doing so.

### **Section 7. Co-Trustee's Responsibility for Acts of Other Co-Trustees**

No Co-Trustee shall be responsible for the act, omission or default of any other Co-Trustee without actual knowledge thereof.

### **Section 8. Special Co-Trustee Provisions**


The function of the Special Co-Trustee is to protect the financial resources controlled and governed by my Trust and the interests of the beneficiaries.

#### **a. Appointment of Special Co-Trustees**


The following Special Co-Trustee is appointed:

AARON HALL OR ANY ATTORNEY AT HIS FIRM OR HIS SUCCESSOR

#### **b. No Named Special Co-Trustee Willing or Able to Act**

In the event there are no named Special Co-Trustees willing or able to act, then the last named individual to act as Special Co-Trustee shall have the right to designate by written instrument a Successor Special Co-Trustee who is qualified, as defined in Paragraph c. hereunder. In the event the last named Special Co-Trustee to act fails to appoint a Successor Special Co-Trustee, the first Successor Trustee who is independent within the meaning set forth in Code Section 672(c) shall act as Special Co-Trustee, or if no such individual is available, a majority of the Successor Trustees designated under Section 4 of this Article shall have the right to designate by written instrument a Special Co-Trustee who is qualified, as defined in Paragraph c. hereunder. 


#### **c. Qualifications of Special Co-Trustee**

A candidate for service as Special Co-Trustee must be independent and may not be related to, or be subordinate to, any member of my family or the family of any direct or indirect beneficiary. Any person or corporation who provides professional services to any one or more members of my family is not per se a prohibited person if compensation for services rendered constitutes, excluding compensation for service as Special Co-Trustee, two percent or less of his, her or its income during any calendar year. 

#### **d. Special Co-Trustee May Not Serve as Trustee**

Except for the special fiduciary authority given to a Special Co-Trustee, a Special Co-Trustee, including any Successor Special Co-Trustee, may not serve as a Trustee. This is in keeping with my intent and purpose that the Special Co-



Trustee's only interest will be to protect the financial resources governed by my Trust Agreement and the beneficiaries thereto. It is further provided and required that the Special Co-Trustee may never have any personal financial interest in any property of my Trust or in the outcome of any transaction or any business by or for my Trust other than the payment of a fair and reasonable compensation for his, her or its services as the Special Co-Trustee. The responsibilities of the Special Co-Trustee shall be limited to the exercise of the power, duty, or discretionary authority as provided throughout my Trust Agreement. Said Special Co-Trustee shall not be concerned with, nor shall have, any authority with respect to any other aspects of administration of my Trust Estate. 


**e. Special Fiduciary Authority of Special Co-Trustee**

In addition to the authority specifically given to the Special Co-Trustee under various provisions throughout my Trust Agreement, the Special Co-Trustee will have the authority to perform any one or more of the following functions to the extent that the discretionary authority of my Trustee to perform a function might constitute an act of self-dealing or might jeopardize the tax status of my Trust.


**1. Valuation**

The value of certain property of my Trust may not be readily ascertainable, for example, real estate and securities held in a closely held corporation, partnership, limited liability company or other investment or business organization. Marketable securities shall be included in this category if and to the extent that market quotations are not readily available for trades of the security in an established securities market. Whenever my Trustee's right to determine the value of this kind of property may be self-serving or may produce a possible conflict of interest or adverse taxation issues, the Special Co-Trustee is to value the property of my Trust.


**2. Voting Rights**

Whenever my Trustee's right to vote an equity interest in a corporation, partnership, Limited Liability Company, investment trust or business trust or other entity may be interpreted as self-serving or may produce a possible conflict of interest or adverse taxation issues, the Special Co-Trustee will have the right to vote the equity interest. Voting rights will include decision-making authority with regard to the sale, exchange, or liquidation of any equity interest in a closely held corporation, partnership, Limited Liability Company, investment trust or business trust or other entity. 


### **3. Life Insurance Policies**

Whenever my Trustee's rights as to the control and maintenance of a life insurance policy or any interest in a life insurance policy could result in the inclusion of the proceeds of the policy in the estate of the insured for tax purposes, decision making with regard to a life insurance policy or interest in a policy is to be made by the Special Co-Trustee. 


### **4. Discretionary Distributions of Trust Income and Principal**

To the extent my Trustee has the discretionary authority to make distributions of income or principal to or among beneficiaries or to retain all or any part of the income, and to the extent this discretionary authority may result in, or appear to be, a conflict of interest or an opportunity for self-dealing or may produce adverse tax consequences, the Special Co-Trustee is to make all decisions with regard to the discretionary distributions of income and principal and the retention of income. 

### **5. Gifting Powers**


To the extent my Trustee has the authority to make gifts of income or principal to such Trustee and to the extent this authority to gift may result in, or appear to be, a conflict of interest or an opportunity for self-dealing or may produce adverse tax consequences, the Special Co-Trustee is to make all decisions with regard to any gifts made to such Trustee. 

### **6. Property Located In Another Jurisdiction**

The Special Co-Trustee may appoint an Ancillary Trustee to control and administer property located in another jurisdiction. 


## **f. Amendment Powers**


### **1. Changes in Law or Beneficiary Circumstances**

The Special Co-Trustee may, from time to time, amend my Trust Agreement, including any sub-trust created hereunder, to address changes in federal or state law, or other circumstances which may affect my Trust and its beneficiaries or to delete provisions rendered obsolete due to changes in law or beneficiary circumstances. In exercising such power, the Special Co-Trustee shall consider the overall best interest of the present and future beneficiaries and shall be guided by what the Special Co-Trustee 

believes, in his or her discretion, would have been my intent in light of such changed circumstances.

## **2. Repeal of Federal Death Taxes**


In the event of the repeal of the federal estate tax and generation-skipping transfer tax (as currently set forth in Chapters 11 and 13 of the Code) after my death or disability, the Special Co-Trustee may terminate my Trust Agreement, or any sub-trust created hereunder, by distributing the trust principal to my living descendants in whatever proportion the Special Co-Trustee deems appropriate. In exercising such power, the Special Co-Trustee shall, in addition to the factors set forth in the preceding paragraph, consider the following: 

- A. The enactment of any federal income, capital gains or other tax which would impact adversely on, or offset, the tax benefits of any proposed trust or sub-trust termination;
- B. The benefits afforded to the beneficiaries by the continuation of my Trust, such as protection against the claims of judgment creditors, divorcing spouses, and insulation from the reach of governmental agencies; and
- C. The likelihood of re-enactment of a federal estate, gift, or generation-skipping transfer tax or comparable tax which would subject my Trust Estate to the imposition of such tax or taxes in the hands of, or upon lifetime or testamentary transfers by, the beneficiaries to whom my Trust Estate would have been distributed upon termination. 


### **g. Consultation**

My Trustee is authorized to consult with the Special Co-Trustee as to any matter relating to the investment of assets, discretionary distributions and the use of principal, tax matters, dealings with the beneficiaries, and any other matter relating to the administration of my Trust in keeping with the objectives and purpose of this Trust Agreement. My Trustee will not be liable for any act or omission to act if acting according to the written instructions of, or with the written consent of, the Special Co-Trustee.

**h. Accounting and Transaction Reports**

The Special Co-Trustee will have the authority to receive and review any and all accounting reports, records, tax returns, transaction reports and ownership records concerning my Trust. All records of my Trust must be open for inspection at all reasonable times by the Special Co-Trustee. 

**i. Resolution of Disputes**

The Special Co-Trustee may unilaterally resolve any dispute, claim or conflict between beneficiaries, including those who have, or claim to have, a present or future interest in property, between a beneficiary and a trustee, or between trustees. Such resolution shall be binding on all parties to my Trust and shall not be subject to review. 

No one may file or instigate a claim in a court of law without first submitting the claim to the Special Co-Trustee for resolution together with detailed supporting information and a detailed supporting memorandum of law. In the event the Special Co-Trustee finds the supporting information or memorandum of law insufficient, the Special Co-Trustee may request such additional information as the Special Co-Trustee reasonably feels necessary to resolve such claim. The Special Co-Trustee may employ, and may act upon the advice of, legal counsel in making a resolution of any issue of fact and law. The Special Co-Trustee may submit the claim or dispute for mediation and/or binding arbitration. Subsequent to his or her review, the Special Co-Trustee may give any claimant the authority to file and maintain an action in a court of law. The granting of such authority by the Special Co-Trustee shall in no way nullify the "No Contest" provision provided under the "Other Trust Provisions" of my Trust. Whenever a dispute, conflict, or claim involves an interpretation or construction of my Trust Agreement, the Special Co-Trustee may file an action in a court of competent jurisdiction for the interpretation and construction of such Trust Agreement, or the Special Co-Trustee may instruct my Trustee to do so.


**j. Business Judgment**

The Special Co-Trustee is permitted and authorized to exercise "Business Judgment" in the course of service in the capacity of Special Co-Trustee. The Special Co-Trustee will not be liable for any act or omission to act unless it is conclusively established that the act or omission to act was motivated by an actual intent to harm my Trust or a beneficiary of my Trust or is an act of self-dealing for personal pecuniary benefit. My Trust will pay or reimburse the costs of defending and/or settling any claim made against the Special Co-Trustee unless it is conclusively established that the Special Co-Trustee's conduct was motivated by an actual intent to harm my Trust or a beneficiary of my Trust. All provisions of my Trust Agreement that limit the liability of my Trustee will likewise apply in limiting the liability of the Special Co-Trustee.

**k. Authority of Successor Special Co-Trustee**

A Successor Special Co-Trustee will have all of the authority and duties of the Special Co-Trustee by original appointment, but will not be responsible for the acts, or omissions to act, of his, her, or its predecessor.

**l. Compensation**

A Special Co-Trustee may receive reasonable compensation as an expense of administration. The Special Co-Trustee is entitled to reasonable reimbursement for expenses and costs incurred on behalf of my Trust. Payment of compensation shall be from the funds of my Trust. 


**m. Bond**

Unless otherwise required in written articles of appointment, the Special Co-Trustee will serve without the requirement of bond or other security.


# Article Four - My Lifetime Rights

## Section 1. Income and Principal

### a. Right to Trust Income and Principal


My Trustee shall pay to me, or apply for my benefit during my lifetime, all or such part of the income and principal of my Trust Estate as I may direct. 

### b. Trustee Liability


Upon any distribution of the income or principal of my Trust Estate authorized or directed by me, my Trustee shall incur no liability, and shall be under no obligation or responsibility for such distribution. 

## Section 2. My Incapacity

### a. Intent to Return Home

Notwithstanding any other provision of my Trust Agreement, as a notification to any governmental benefits provider, if I become incapacitated it is conclusively presumed that I intend to return home. 

### b. Distribution of Income and Principal


During any period of my incapacity, my Trustee shall pay to my legal representative, or apply for my benefit, as much of the net income and principal of my Trust Estate as my Trustee, in my Trustee's discretion, shall deem necessary or advisable. Any undistributed net income shall be added to principal. 

## Section 3. Right to Amend or Revoke Trust


### a. Power to Revoke and Amend

While I am alive, I may at any time or times amend any provision of my Trust Agreement or revoke my Trust in whole or in part.

### b. Method to Revoke or Amend

Any amendment or revocation of my Trust Agreement made during my life shall be by a written instrument signed by me and delivered to my Trustee. 


### c. Trustee Consent

Any exercise of a power of amendment substantially affecting the duties, rights and liabilities of my Trustee shall be effective upon my Trustee only if agreed to by my Trustee in writing. 

**d. Delivery of Property After Revocation**

After any revocation with respect to my Trust, my Trustee shall promptly deliver the Trust Estate to me.

**e. Trustee's Retention of Assets Upon Revocation**


In the event of any revocation of all or part of my Trust, my Trustee shall be entitled to retain sufficient assets to reasonably secure the payment of liabilities my Trustee has lawfully incurred in administering my Trust unless I indemnify my Trustee against loss or expense. 


**Section 4. Exercise of My Rights and Powers by Others**

Any right or power, other than (i) an amendment by Will, or (ii) any right or power that would constitute a general power of appointment if held by my Attorney-in-Fact, may be exercised for and on my behalf by any Attorney-in-Fact who, at the time of the exercise, is duly appointed and acting for me under a valid and enforceable Power of Attorney executed by me. Only if no such Attorney-in-Fact is then available may a legal representative appointed by a court of competent jurisdiction exercise such right or power.


Other than as provided in this Section, my powers under my Trust Agreement are personal to me and may not be exercised by any other person or entity.

**Section 5. Property Held as Nominee**

For administrative convenience, it is contemplated that certain assets may be added to my Trust Estate, from time to time, with the possession and control thereof retained by or redelivered to me. Notwithstanding such control or redelivery, such assets shall be assets of my Trust Estate and held by me as the nominee of my Trustee  during the period such assets are in my possession, they shall be subject to the following terms and conditions:


- a. I may receive directly and devote to my own use and benefit any dividends, interest, income, or proceeds or distributions from or upon such assets and neither I nor my Trustee shall have any duty of accounting to the other or to any other person with regard thereto 
- b. Any sale, exchange or other transfer of such assets by me shall constitute a withdrawal of such assets from my Trust Estate and my Trustee shall have no further interest therein or duties with regard thereto. Though not a condition precedent to any such withdrawal, I agree to notify my Trustee of all such withdrawals.
- c. I shall be responsible for reporting the income from such assets to the appropriate taxing authorities and my Trustee shall have no responsibility for including such income on any fiduciary returns prepared by my Trustee or for the preparation of any other government filing with respect




thereto unless I duly notify my Trustee of such income items and a full and adequate accounting thereof is made and presented to my Trustee. 

- d. I shall protect and indemnify my Trustee against all losses, liabilities and expenses that may result directly or indirectly from my use, possession, management or control of such assets.
- e. Upon my death or incapacity, my Trustee shall remain entitled to the possession thereof and shall continue to have all the rights, powers and duties with respect to such assets that are granted to my Trustee herein. My Trustee is not responsible for assets held by me as nominee. However, it is also understood that my Trustee shall use any reasonable and prudent means to secure possession of any trust assets of which my Trustee has knowledge. My Trustee shall have no duty, accountability or responsibility to me or to any other person with respect to any assets of which my Trustee has no knowledge or of which my Trustee is unable to obtain possession and control.

## **Section 6. Government Assistance and Medicaid Planning**

If at any time during my lifetime I become incapacitated, my Trustee shall have the power to deal with governmental agencies and to make applications for, receive and administer benefits on my behalf, including, but not limited to, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly or incapacitated. My Trustee shall also cooperate in government assistance and Medicaid planning initiated by my Attorney-in-Fact appointed under a Durable Power of Attorney; or, if none, with any legal representative that may be appointed by a court of competent jurisdiction. Such planning shall include, but is not necessarily limited to, the power and authority to: 

- a. Transfer ownership of the assets of my Trust Estate from my Trust back to ownership in my name; 
- b. Make home improvements and additions to my family residence;
- c. Pay off, partly or in full, the encumbrance, if any, on my family residence;
- d. Purchase a family residence, if I do not own one;
- e. Purchase a more expensive family residence;
- f. Purchase an annuity under the guidelines provided by HCFA Transmittal No. 64 or any successor guidelines issued by the Centers for Medicare and Medicaid Services or similar government agency;
- g. Make gifts as directed by my Attorney-in-Fact;




- h. Make payments under any care contract negotiated by my Attorney-in-Fact; and
- i. Make payments as generally suggested as part of a "spend-down" program by my Attorney-in-Fact.

In exercising the above powers, my Trustee shall take into consideration that my primary concern shall be for my welfare and all government assistance and Medicaid Planning shall be of secondary importance to my welfare.

## **Article Five - Trust Administration at My Death**

### **Section 1. My Testamentary Power of Appointment**

Subject to any payments required under Section 3 of this Article, upon my death, my Trustee shall distribute my Trust Estate to any person or entity, and upon any trust terms and conditions, as I shall appoint by my Will or codicil, or by any other written instrument filed with my Trustee prior to my death and specifically referring to and exercising this testamentary general power of appointment. This power of appointment shall be exercisable by me alone and in all events. My Trustee may rely upon any instrument that my Trustee, in good faith, believes to comply with the provisions above in carrying out the terms of this power of appointment and shall not be liable for any good faith act in reliance upon that Will, codicil, or other written instrument even if for any reason it is later determined to be invalid with respect to its purported exercise of this power of appointment. If my Trustee receives no notice, within six (6) months after my death, of the existence of any Will or codicil, that exercises this power of appointment, my Trustee may distribute my Trust Estate as though this power of appointment had not been exercised and shall be conclusively presumed to have acted in good faith even if a valid Will or codicil exercising this power is thereafter discovered. 

### **Section 2. Immediate Distribution of Specific Devises**

As soon as practicable after my death, my Trustee shall make certain distributions from my Trust Estate in the manner and amounts and to the persons and/or entities specified in Article Six of my Trust Agreement. The remainder of my Trust Estate, after all the foregoing distributions have been made, and including any lapsed gifts (unless otherwise stated in Article Six), shall be held, administered and distributed as set forth in Section 3 of this Article.

### **Section 3. Creation, Administration and Distribution of Administrative Trust Upon and After Death**

Upon my death, my Trust Estate, including any additions thereto by reason of my death, shall thereafter be known as the "Administrative Trust." My Trustee shall:

- a. Pay all expenses, debts, claims and taxes from the Administrative Trust as provided in Section 4 of this Article;
- b. Distribute that portion of the Administrative Trust consisting of any property effectively appointed pursuant to the provisions of Section 1 of this Article (the "Appointed Property"); and
- c. Distribute the remainder of the Administrative Trust (the "Remainder Property") as provided under the Articles that follow.

My Trustee may distribute the Appointed Property and allocate the Remainder Property in a single distribution or allocation or in a series of partial distributions or allocations. If an allocation is to be made to one or more trusts, then until full allocation has been made to any

such trust, my Trustee of the Administrative Trust may pay to any beneficiary of such trust such amounts of income and/or principal as are consistent with the terms of such trust. Such payments shall be in lieu of, and thus credited toward, the income and/or principal remaining to be allocated to such trust. No payment shall be made to any beneficiary of any trust which exceeds the amount of income and/or principal then remaining to be allocated to such trust as provided herein, nor shall any payment of income and/or principal be made to any beneficiary of any trust which exceeds the amount which might properly be distributed to such beneficiary at that time under the terms of such trust.

#### **Section 4. Payment of Expenses, Debts, Claims and Taxes**

Unless other provisions for payment have been made, my Trustee shall pay the following expenses, debts, claims and taxes:

- a. Final medical expenses and all funeral costs;
- b. Legally enforceable claims against me;
- c. Reasonable expenses of the administration of my Trust, including those attributable to my Probate Estate or those attributable to the distribution of any bequest;
- d. Any allowances mandated by a court of competent jurisdiction to those dependent upon me;
- e. Any estate, inheritance, succession, generation-skipping transfer, or similar taxes payable by reason of my death; and
- f. Any penalties or interest on any of the above expenses, claims, debts or taxes owed by my Probate Estate or me.

#### **Section 5. Source of Payment of Death Taxes, Claims and Expenses**


##### **a. Payment Out of Trust Property**

Except as specifically provided for elsewhere in my Trust Agreement, all Death Taxes, claims and expenses payable under the provisions of this Article may be paid by my Trustee out of the Administrative Trust. Such payments may be allocated, partly or wholly, in my Trustee's discretion, to income or principal, keeping in mind the provisions of Treasury Regulation Section 20.2056(b)-4(d)(1)(ii).

##### **b. Exception for Trust Retirement Assets**

The provisions of Paragraphs h and i of Section 1 of Article Eleven shall control the payment of all Death Taxes, claims and expenses attributable to Retirement Plan Death Benefits payable to my Trustee as the result of my death.

**c. Exception for Property Passing Outside of Trust**


All Death Taxes, claims and expenses attributable to assets passing outside of my Trust or my Probate Estate shall be assessed against those persons receiving such property. Notwithstanding the preceding sentence, my Trustee may, in my Trustee's discretion, pay all or part of that portion of the Death Taxes, claims and expenses attributable to assets passing outside of my Trust that would otherwise be chargeable against a beneficiary's interest in such outside property using funds provided by such beneficiary, funds from such beneficiary's share of the Trust Estate, or both. 

**Section 6. Apportionment of Expenses, Claims, Taxes and Liabilities**


Unless specifically directed otherwise by another separate provision of my Trust Agreement, all expenses, claims, taxes and liabilities attributable to any specifically distributed property shall be apportioned to the beneficiaries of such specific distributions. Any distribution of specific trust property under my Trust Agreement shall pass subject to all liens, mortgages or encumbrances attributable thereto.

**Section 7. Exceptions to Apportionment of Death Taxes**


**a. No Apportionment of Death Taxes to Property Qualifying for Marital or Charitable Deduction**

Notwithstanding any provision in my Trust Agreement to the contrary, it is my intent that no Death Taxes shall be apportioned to, or against, any part of my Trust Estate, or any beneficiary thereof, which qualifies for the federal estate tax Marital or Charitable Deduction. 

**b. Apportionment to Exempt and Non-Exempt Trusts**

Death Taxes chargeable among trusts hereunder that are substantially identical except that one trust is exempt and the other trust is non-exempt shall be charged first to the Non-Exempt Trust until exhausted and then to the Exempt Trust. The preceding sentence shall not apply to the extent that charging and paying such taxes as provided in such sentence increases the Inclusion Ratio of any Exempt Trust hereunder. 

**Section 8. Payment by Trustee or Personal Representative**


My Trustee, in my Trustee's discretion, may make distributions authorized under this Article either directly to the person or entities to whom payment is owed or to the Personal Representative of my probate estate. Written statements by my Personal Representative that such sums are due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of my Trustee. My Trustee shall be under no duty to see to the application of any such payments made to my Personal Representative 

## **Section 9. Tax Elections**

If no Personal Representative has been appointed, with regard to the payment of any income tax, gift tax, estate tax, inheritance tax, generation-skipping transfer tax or any other tax due because of my death, my Trustee shall have the right to make any available elections allowed under the law or to sign and file any tax return. If a Personal Representative has been appointed, the Personal Representative shall have such rights and duties.

## **Section 10. Allocation of Unused Generation-Skipping Transfer ("GST") Exemption**


### **a. Administrative Trust Estate Less Than Remaining Unused GST Exemption**

If the date of distribution value of the Administrative Trust Estate does not exceed the amount of my Unused GST Exemption, my Personal Representative (or my Trustee, if no Personal Representative has been appointed for my estate) is directed to allocate that amount of my Unused GST Exemption as would be required to cause the Administrative Trust to be an Exempt Trust. 

### **b. Administrative Trust Estate Greater Than Trustor's Remaining Unused GST Exemption**

If the date of distribution value of the Administrative Trust does exceed the amount of my Unused GST Exemption, my Trustee shall divide the Administrative Trust into two separate shares. The first share, known as the "Exempt Trust" shall have my Unused GST Exemption allocated to it. The second share, known as the "Non-Exempt Trust" shall consist of the balance of the Administrative Trust allocated to it.

### **c. Administration of Exempt and Non-Exempt Trust**

My Trustee shall hold, administer and distribute both the Exempt Trust, and the Non-Exempt Trust as provided under Article Seven of my Trust. 

## **Section 11. Termination of Administrative Trust**


The Administrative Trust shall be deemed terminated when all of the assets of the Administrative Trust have been paid or distributed in accordance with the provisions of Section 3 of this Article, except for a reasonable amount which is set aside for the payment of unascertained or contingent liabilities and expenses (excluding any claim by a beneficiary in his or her capacity as such).

## **Article Six - Specific Distributions of Trust Estate**

### **Section 1. Distributions Other Than as Provided Under Article Six**

Except for the distributions directed in the following Sections of this Article Six, all distributions of my Trust Estate shall be made in accordance with the Articles that follow.

### **Section 2. Disposition of Tangible Personal Property by Separate Writing**

If at my death, my Trust Estate, other than any specific devises provided for under this Article, is comprised of tangible articles of a personal nature of mine, such as jewelry, clothing, household furniture and furnishings, musical instruments, books, pictures, paintings, objects of art, silverware and silver pieces, rugs, linen, automobiles and the like, then such assets shall be distributed, to the extent permitted by state law, according to the provisions of a written instrument signed by me and delivered to my Trustee. To the extent that all such property is not effectively disposed of by such written instrument or in the event I fail to execute such written instrument directing the distribution of my tangible personal property, then my Trustee shall distribute such assets, free of trust, to my then surviving children, as such children shall agree. My Trustee shall represent any such children who may be minors in such division. If my children are unable to agree upon a division, my Trustee shall affect such division as my Trustee deems fair, in my Trustee's reasonable discretion, including the power to sell such items thereof as my Trustee deems advisable, all in order that, such property (including cash, if any such sale is made) shall go equally in value to such children. If none of my children are then surviving, this gift shall lapse and be distributed with the remainder of my Trust Estate as if it had been an original part thereof. With respect to any property to which a minor child shall become entitled under this Section, my Trustee may, in my Trustee's reasonable discretion deems such property unsuitable for such minor's use, sell such property and add the proceeds from such sale to such minor child's share of my Trust Estate. Any such property which my Trustee, in my Trustee's reasonable discretion, shall deem suitable for such minor's use shall be delivered either (i) without bond to the Guardian of the person of such child, or if there is no such Guardian, to any suitable person who has the care or control of such child, or (ii) directly to such child if, in my Trustee's judgment, such minor child is of maturity to properly administer such property. Notwithstanding any other provision of my Trust Agreement, property distributed under this Section shall not be subject to apportionment and/or the payment of any estate, inheritance or other death taxes. 

### **Section 3. Specific Distribution Not Part of My Trust Estate**

If the property making up any specific distribution set forth in this Article is not a part of my Trust Estate at the time such specific distribution is directed to be made, and will not become a part thereof within a reasonable time, my Trustee shall disregard that specific distribution.

### **Section 4. Specific Gifts**

My Trustee shall make no specific distributions of Trust Property.

# Article Seven - Distributions to Beneficiaries


## Section 1. Division of Trust Estate Into Shares

Upon my death, my Trustee shall divide the Remainder Property into separate and equal shares (and for purposes of determining such division and subsequent distributions shall take into account the exclusion of any descendant as may be directed in Article One) as follows:

**a. One Share for Each Living Child**


My Trustee shall create one share for each of my children then living.

**b. One Share for Each Deceased Child Leaving Descendants**

My Trustee shall create one share for each of my deceased children who have then living descendants, to be further subdivided, per stirpes. 

Each share shall constitute a separate and independent trust. Exempt Trusts shall remain separate from Non-Exempt Trusts. The decisions of my Trustee as to the assets to constitute each such trust or sub-trust shall be conclusive, subject only to the requirement that said trusts or sub-trusts shall be of the respective values.


## Section 2. Trustee(s) for Beneficiaries

My Trustee appointed under Article Three shall serve as my Trustee for the trust created for a beneficiary. The last Trustee to serve shall have the right to designate one or more Successor Trustees by written instrument delivered to such Successor Trustee(s). In the event the last Trustee fails to appoint a Successor Trustee, then a Successor Trustee shall be appointed by the Special Co-Trustee appointed under my Trust. 

## Section 3. Distribution of Family Sentry Trusts for Living Children

My Trustee shall hold the trust for a living child as a Family Sentry Trust, to be administered and distributed as follows:

**a. Income Accumulated**


The entire net income of the Family Sentry Trust shall be accumulated and added to principal on an annual basis if not distributed under the provisions of the paragraph immediately following. I understand this may include retirement account funds transferred into this Trust, which would trigger tax penalties. 

**b. Fully Discretionary Payments**

My Trustee may, from time to time, pay to, or for the benefit of such child and/or such child's descendants, such portion or portions of the income and/or principal of such child's Family Sentry Trust, up to the whole thereof, as my Trustee, in my





Trustee's sole discretion, deems appropriate, subject to the guidelines of the paragraph immediately following. 

**c. Guidelines for Discretionary Distributions** 

In exercising discretion, my Trustee shall, at all times, give primary consideration to the needs of the child for whom the Family Sentry Trust was created, in accordance with the following requirements:


**1. Message to Daughters**

First, for the benefit of my daughters, the Trustee shall set aside sufficient funds to cover the costs of maintaining my website and electronic files documenting my thoughts and advice for my daughters, so they remain accessible to my daughters until the sooner of both daughters obtaining a juris doctor degree from an ABA accredited law school or reaching the age of 50  

**2. Specific Education**

Second, the Trustee shall set aside sufficient funds for each of my daughters to obtain both (A) an associate's degree or bachelor's degree in cybersecurity, which has a focus on (i) securing infrastructures or networks against hackers and (ii) how hackers hack into networks, from a school accredited by the U.S. Department of Education's Office of Postsecondary Education and (B) a juris doctor degree from an ABA accredited law school, and each daughter may receive reimbursement for these education costs from her share of the trust only after such daughter submits proof of such degree.

**3. Health and Other Education**


Third, if funds remain after setting aside funds for the first two requirements, the Trustee may pay for the proper health and education of such beneficiary. 

**4. Remainder Distributed to Beneficiaries**


Upon a beneficiary providing to My Trustee proof of the beneficiary obtaining both (A) an associate's degree or bachelor's degree in cybersecurity, which has a focus on (i) securing infrastructures or networks against hackers and (ii) how hackers hack into networks, from a school accredited by the U.S. Department of Education's Office of Postsecondary Education, and (B) a juris doctor degree from an ABA accredited law school, My Trustee shall pay to, or apply for the benefit of, said beneficiary, as



much of said beneficiary's trust, up to the whole thereof, as said beneficiary shall demand. 

The needs of such child's descendants shall be secondary. No amount paid to or applied for the benefit of such child or descendants need thereafter be repaid to the Trustee or restored to such child's trust. My Trustee shall give consideration to all other income and resources then known to be available to the child or descendants before making a discretionary distribution of principal. It is my intent that the income or principal of the Family Sentry Trust shall not be voluntarily or involuntarily anticipated, assigned, encumbered, or subjected to creditors' claims or legal process before its actual receipt by my child. My Trustee shall be entitled to rely upon the written certification of such child or Legal Representative of such child as to the nature and extent of such child's needs and the inadequacy of such child's Family Sentry Trust. As to these matters, when relying upon such certification, my Trustee shall not be required to make further inquiry into the authenticity of the need or to the availability of other resources to satisfy the need. It is my desire that my Trustee consider the needs of the child in keeping with the standard of living that has been previously enjoyed by such child. 


**d. Death of Child Before Complete Distribution**

In the event of the death of the child for whom the trust has been set aside, subsequent to the creation of said child's trust and before the complete distribution of said child's trust, the trust set aside for his or her benefit shall terminate, and my Trustee shall distribute and deliver the remaining balance of said trust, subject to the provisions of Section 5, pursuant to said child's limited power of appointment under Section 6 of this Article, or, if unexercised, in accordance with the provisions of Section 4 if said child has descendants then living. If said child has no descendants then living, my Trustee shall deliver the remaining balance of said trust, outright and free of trust, to my descendants, per stirpes. If I have no descendants then living, my Trustee shall deliver the remaining balance of said trust in accordance with the provisions of Article Eight. 

**Section 4. Distribution of Family Sentry Trusts for Descendants**

My Trustee shall hold the trust for a descendant as a Family Sentry Trust, to be administered and distributed as follows:


**a. Trustee**

The independent Trustee for the Family Sentry Trust created for each descendant shall be appointed by a majority vote of the Beneficiary Trustees then serving. In the event the Beneficiary Trustees fail to appoint a Trustee or the list of Beneficiary Trustees so appointed is exhausted and there are no Beneficiary Trustees serving to appoint a Successor Trustee, then a Trustee shall be appointed by the Special Co-Trustee appointed under my Trust. 


**b. Income Accumulated**

The entire net income of the Family Sentry Trust shall be accumulated and added to principal on an annual basis if not distributed under the provisions of the paragraphs immediately following.


**c. Fully Discretionary Payments**

My Trustee may, from time to time, pay to, or for the benefit of such descendant and/or such descendant's issue, such portion or portions of the income and/or principal of such descendant's Family Sentry Trust, up to the whole thereof, as my Trustee, in my Trustee's sole discretion, deems appropriate. 

**d. Guidelines for Discretionary Distributions**

In exercising discretion, my Trustee shall, at all times, give primary consideration to the needs of the descendant for whom the Family Sentry Trust was created. The needs of such descendant's issue shall be secondary. No amount paid to or applied for the benefit of such descendant or issue need thereafter be repaid to the Trustee or restored to such descendant's trust. My Trustee shall give consideration to all other income and resources then known to be available to the descendant and issue before making a discretionary distribution of principal. My Trustee shall be entitled to rely upon the written certification of such descendant or Legal Representative of such descendant as to the nature and extent of such descendant's needs and the inadequacy of such descendant's Trust. As to these matters, when relying upon such certification, my Trustee shall not be required to make further inquiry into the authenticity of the need or to the availability of other resources to satisfy the need. It is my desire that my Trustee consider the needs of the descendant in keeping with the standard of living that has been previously enjoyed by such descendant. 

**e. Death of Descendant Before Complete Distribution**

In the event of the death of the descendant for whom the trust has been set aside, subsequent to the creation of said descendant's trust and before the complete distribution of said descendant's trust, the trust set aside for his or her benefit shall terminate, and my Trustee shall distribute and deliver the remaining balance of said trust, subject to the provisions of Section 5, pursuant to said descendant's limited power of appointment under Section 6 of this Article, or, if unexercised, in accordance with the provisions of this Section if said descendant has descendants then living. If said descendant has no descendants then living, my Trustee shall deliver the remaining balance of said trust, outright and free of trust, to my descendants, per stirpes. If I have no descendants then living, my Trustee shall deliver the remaining balance of said trust in accordance with the provisions of Article Eight. 


## Section 5. Postponement of Distribution by Trustee

Subject to the provisions of Section 5 of Article Eleven, and **Error! Reference source not found.** of this Article, but notwithstanding any other provisions of this Article, if my Trustee determines that there is a compelling reason to postpone a distribution to a beneficiary, then my Trustee shall continue to hold and administer such beneficiary's trust as follows:

**a. Income Accumulated**

The entire net income of such beneficiary's trust shall be accumulated and added to principal on an annual basis if not distributed under the provisions of the paragraph immediately following.


**b. Discretionary Payment of Principal**

My Trustee shall pay to, or apply for the benefit of, such beneficiary only as much of the principal and accumulated income of such beneficiary's trust as my Trustee, in my Trustee's sole discretion, considers necessary for the proper health, education, maintenance, or support of such beneficiary. Notwithstanding the preceding sentence, all discretionary distributions of principal and accumulated income to a Special Needs Beneficiary shall be governed by the provisions of paragraph c. immediately following. 

**c. Discretionary Payment of Income and Principal for Special Needs Beneficiaries**







My Trustee shall apply for the benefit of a Special Needs Beneficiary such amounts of principal and accumulated income of the Special Needs Beneficiary's trust as provided for under Section 2 of Article Eleven.

**d. Guidelines for Trustee's Discretion in Making Distributions**

My Trustee shall take into consideration, to the extent my Trustee considers it advisable, any other income or resources of such beneficiary known to the Trustee. When, in my Trustee's discretion, the compelling reason for the postponement of a distribution ceases to exist, my Trustee shall make available for withdrawal by such beneficiary the postponed distribution(s), which such beneficiary shall request by written instrument filed with my Trustee. Notwithstanding the preceding sentence, the termination of the postponement of distributions to a Special Needs Beneficiary shall be governed by the provisions under Section 2 of Article Eleven. Furthermore, if the sole reason for the postponement of such beneficiary's distribution was due to such beneficiary not yet attaining the age of thirty, my Trustee shall make the required distribution upon the beneficiary attaining such age, unless my Trustee determines, in my Trustee's discretion, that there are other compelling reasons to continue to hold and administer such beneficiary's trust under the provisions of this Section 

**e. Compelling Reason**


A compelling reason includes, but is not limited to, the following:

1. The beneficiary has not attained the age of thirty;
2. The beneficiary is a Special Needs Beneficiary as defined under Section 2 of Article Eleven;
3. The susceptibility of the beneficiary to undue influence or duress by an individual or a group;
4. Alcohol or substance abuse by the beneficiary; 
5. A pending marital separation or dissolution of marriage or divorce of the beneficiary; 
6. Potential financial difficulty or a proven inability of the beneficiary to manage money; 
7. A serious tax disadvantage upon distribution to the beneficiary; 
8. Minimization of income, gift, estate, generation-skipping, or other transfer taxes of a beneficiary, or beneficiaries, or the Trust Agreement; and 
9. Substituting income, gift, estate, generation-skipping or other transfer taxes of the beneficiary for another. 


**f. Distributions Withheld**

Any distribution may be postponed, including distributions of income or principal, whether in complete or partial termination of the beneficiary's trust, one or more of a series of payments, or otherwise.


**g. Evidence of a Compelling Reason**

In connection with the foregoing, and in furtherance thereof, my Trustee is authorized to require the beneficiary to submit to my Trustee for review appropriate evidence as to the existence or non-existence of the compelling reason for which the postponement of a distribution of income or principal has been made or is being considered. Upon the request of my Trustee, such evidence shall include the submission to blood tests or similar tests showing the absence of alcohol addiction or substance abuse, said tests to be conducted and administered by medical personnel approved by my Trustee. 


#### **h. Notice to Beneficiary; Request for Reconsideration**

If my Trustee decides to postpone a beneficiary's distribution, then my Trustee shall provide written notification to such beneficiary of such postponement decision. Upon notification by my Trustee of the intent to postpone a distribution, such beneficiary may request reconsideration of such decision and submit to my Trustee such reports, information, or other evidence as such beneficiary deems appropriate. If a beneficiary seeks the advice, counsel, or representation of an attorney with regard to postponed distributions, then such beneficiary shall be entitled to reimbursement of the legal fees and costs incurred for such representation. Such reimbursement shall be limited to no more than one-half of one percent of the value of such beneficiary's trust at the beginning of the calendar year in which such reimbursement is requested. A request for such reimbursement of legal fees and costs shall be limited to once every two calendar years. 

### **Section 6. Beneficiary's Limited Power of Appointment**

Any beneficiary under this Article shall have a limited power of appointment, exercisable by such beneficiary's Will, or a codicil thereto, specifically referring to and exercising this power of appointment, to appoint to, or for the benefit of, my then living descendants, outright or in trust, some or all of the principal of such beneficiary's separate trust as it exists at the death of such beneficiary. If my Trustee receives no notice within six months after the death of such beneficiary of the existence of a Will or codicil of such beneficiary that exercises this power of appointment, my Trustee may distribute the assets of such beneficiary's trust as though this power of appointment had not been exercised and shall be conclusively presumed to have acted in good faith even if such Will or codicil is thereafter discovered. This limited testamentary power of appointment shall not be exercised in favor of such beneficiary's estate, the creditors of such beneficiary, the creditors of such beneficiary's estate, or in any way that would result in any economic benefit to such beneficiary. 

### **Section 7. General Powers of Appointment**

Should a beneficiary die prior to the creation of his or her separate trust of my Trust Agreement or die subsequent to the creation of such trust but before complete distribution of such trust, and as a result of said death a portion of my Trust Agreement would be subject to GST Tax but for the provisions of this Section, the beneficiary may, pursuant to a General Power of Appointment exercised in his or her last Will (but not in a codicil) and specifically referring to this power of appointment, provide for such trust to pass to the creditors of such beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's trust. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of my Trust Agreement. 

# Article Eight - Lack of Designated Beneficiaries

## Section 1. Remainder to Named Beneficiaries

If at any time there is no beneficiary entitled to receive all or any part of my Trust Estate under the preceding Articles, then my remaining Trust Estate shall be distributed, outright and free of trust, to the following named beneficiaries:

<u>Beneficiary Name</u>	<u>Share</u>
A 501(c)(3) nonprofit organization dedicated to helping survivors of abuse or mental health issues	100%

In the event a named individual beneficiary named immediately above predeceases me leaving descendants, the share for such beneficiary shall lapse and shall pass to such beneficiary's then living descendants, per stirpes. In the event a named individual beneficiary predeceases me leaving no descendants, the share for such beneficiary shall lapse and shall be reallocated among the remaining individual beneficiaries named in this Section (if any), in accordance with each such remaining individual beneficiary's respective percentage of the total interests of all such remaining individual beneficiaries. If there are no remaining individual beneficiaries, such share shall be reallocated among the other remaining beneficiaries in accordance with each remaining beneficiary's respective percentage of the total interests of all remaining beneficiaries. If any beneficiary named in this Section is a "class" of individuals or organizations, such class shall be treated as a single individual beneficiary for purposes of such reallocation under this Section. In the event a charitable organization is named as a beneficiary and such organization is no longer in existence or no longer qualifies as a tax-exempt organization under Sections 170(c), 2055 and 2522 of the Code, my Trustee shall distribute the share for such charitable organization to such charitable organization or organizations as my Trustee, in my Trustee's discretion, determines most closely matches my charitable intent. If my Trustee fails to distribute this share due to the lack of a qualified tax-exempt beneficiary, this share shall lapse and be reallocated among the remaining beneficiaries as provided above. If there are no other beneficiaries under this Section, then my remaining Trust Estate shall be distributed to those persons who would be my heirs at law had I died intestate owning my Trust Estate.

Notwithstanding the preceding, any Retirement Plan Assets that come under the control of my Trustee shall not be distributed to any charitable beneficiary and shall only be distributed to Heirs at Law that are younger than the oldest beneficiary named under the provisions of Article Seven (and disregarding all testamentary powers of appointment contained therein).



# Article Nine - Trustee Provisions


## Section 1. Co-Trustees Voting Provisions

### a. Specific Co-Trustee May Act Independently


Notwithstanding any other provisions of my Trust Agreement, if any of the following is serving as a Co-Trustee of any Trust under my Trust Agreement, such Co-Trustee may make decisions and bind my Trust Agreement in the exercise of all powers and discretion granted to my Trustees without the consent of any other Trustee:

SMEETA ANTONY

### b. Unanimous Vote for Two Trustees

Other than as provided in Section 1 a. of this Article, if only two Trustees are serving, they shall act unanimously in the exercise of all powers and discretion granted to them under my Trust Agreement. 


### c. Majority Vote for More Than Two Trustees

Other than as provided in Section 1 a. of this Article, if more than two Trustees are serving under my Trust Agreement, they shall act by majority vote and any exercise of a power or discretion by a majority of the Trustees shall have the same effect as an exercise by all of them. 

### d. Special Co-Trustee Resolves Disputes

Other than as provided in Section 1 a. of this Article, if my Trustees are not able to reach an agreement on any decision as set forth in this Section, they shall consult with the Special Co-Trustee as provided under Section 8 of Article Three of my Trust Agreement.

## Section 2. Delegation of Trustee Powers and Discretions


Notwithstanding any other provision of my Trust Agreement, any one or more of the Co-Trustees serving under my Trust Agreement may, from time to time, delegate to another Co-Trustee or Co-Trustees any or all of such Co-Trustee's powers and discretion by an instrument in writing delivered to the other Co-Trustees and may revoke such designation at will in the same manner; provided, however, the foregoing shall not apply to a "Special Co-Trustee" appointed under Special Co-Trustee Provisions of Article Three. For example, a Co-Trustee may authorize withdrawals of trust funds from any savings and/or checking account upon the signature of one of the others serving as Co-Trustee. Also, a Co-Trustee may authorize the opening and maintaining of bank accounts or safe deposit boxes, in the name of the Co-Trustee, with any bank, trust company or savings and loan association authorized and doing business in any state of the United States of America, and may authorize such bank, trust company or savings and 

loan association to make distributions to or for the benefit of the beneficiaries hereunder. Additionally, if a corporation, bank or trust company and an individual serve as Co-Trustees, the individual Co-Trustee shall not be obligated (but may so act if he or she wishes) to sign or countersign checks for disbursements of trust funds held by the corporation, bank or trust company. The delegating Co-Trustee shall incur no liability to any beneficiary of any trust created hereunder with respect to the administration of such trust during the period of any such delegation.

### **Section 3. No Trustee Bond Required**

No Trustee specifically named under my Trust Agreement shall be required to post any bond for the faithful performance of such Trustee's responsibilities.


### **Section 4. Compensation of Trustee**

Other than when I am serving as Trustee, my Trustee shall be entitled to reasonable compensation for services rendered. Such compensation is payable without the need of a court order. In calculating the amount of compensation, customary charges for similar services, in the same geographic area, for the same time period shall be used as guidelines. Any corporate fiduciary shall be entitled to receive compensation for its services in accordance with its published fee schedule in effect from time to time and any trustee who is normally compensated on an hourly basis shall be so compensated. My Trustee shall also be entitled to reimbursement for reasonable costs and expenses incurred during the exercise of my Trustee's duties under my Trust Agreement. 

### **Section 5. Change in Corporate Trustee**

Any corporate successor to the trust business of any corporate trustee named under my Trust Agreement, or acting hereunder, shall succeed to the capacity of its predecessor without reconveyance or transfer of trust property.

### **Section 6. Notice to Trustee**

Until my Trustee receives written notice of any death or other event which triggers the right to payments from any trust or trust shares created under my Trust Agreement, my Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by such event. 

### **Section 7. Duty to Account**

My Trustee shall render accounts, upon request, to the income beneficiaries under my Trust Agreement at least annually, at the termination of a trust created hereunder and upon a change in the Trustees in the manner required by law.




**Section 8. No Court Supervision**


No trust or trust share created under my Trust Agreement shall require the active supervision of any state or federal court.

# Article Ten - Powers of My Trustee

## Section 1. Powers

In addition to any power hereinafter specifically granted to my Trustee, it is my intention that my Trustee has all powers granted to a trustee under state law, as well as those powers respecting property in my Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power my Trustee needs to administer my Trust Estate, which is not hereinafter listed, shall be considered as provided for herein. All powers shall be exercised only in a fiduciary capacity, and such powers may be exercised without the approval or supervision of any court. It is also my intention that the investment of Trust assets shall be governed by the Uniform Prudent Investor Act, as enacted under the statutes that govern my Trust. If the Uniform Prudent Investor Act has not been enacted by the state whose law governs this document, then the Uniform Prudent Investor Act itself shall apply. 


### a. Retention of Property

My Trustee shall have the power to retain any ownership interest, partial or complete, in real property, farming and other family business enterprises, as well as other illiquid investments, such as restricted securities transferred, devised or bequeathed to my Trustee, regardless of any lack of diversification, risk, or non-productivity and regardless of whether or not such property is of a character authorized by state law for the investment of trust funds. My Trustee shall have the power to continue the operation of any such property or business enterprises at the risk of my Trust Estate as long as my Trustee believes that the retention of such property is in furtherance of my goals in creating my Trust and is in the best interest of my beneficiaries. 

### b. Additions

My Trustee shall have the power to receive additions to the assets of the various trusts created under my Trust Agreement from any source.


### c. Business Participation

My Trustee shall have, notwithstanding any overall effect on the fair market value of the property held in any trust or trust share, the power to form, terminate, continue or participate in the operation of any business enterprise including a corporation, a sole proprietorship, a general or limited partnership (as a general or limited partner) or a limited liability company (as a managing or non-managing member) and to effect any form of incorporation, dissolution, liquidation or reorganization, including, but not limited to, the recapitalization and reallocation of classes of shares or other changes in the form of the business enterprise or to lend money or make a capital contribution to any such business enterprise. 

**d. Banking Powers**

My Trustee shall have the following additional powers regarding financial transactions:


**1. Existing Accounts**

My Trustee may continue, modify, and terminate an account or other prior banking arrangement. 

**2. New Accounts**

My Trustee may establish any type of account (including, but not limited to, checking, savings, and certificates of deposit) or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, industrial loan company, brokerage firm, or other financial institution.


**3. Establishing, Entering and Closing Safe Deposit Boxes**

My Trustee may open a new safe deposit box or space in a bank vault, access an existing safe deposit box or vault space containing trust property and withdraw or add to its contents, or close a safe deposit box or space in a bank vault. 


**4. Contracting Services**

My Trustee may contract to procure other services that my Trustee considers appropriate which are offered by banks or other financial institutions.


**5. Checks, Drafts, and Negotiable Paper; Withdrawals**

My Trustee may make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or non-negotiable paper of mine, or payable to me or to my order, and deposit or receive the cash or other proceeds of those transactions. Furthermore, my Trustee may withdraw by check, order, or otherwise my money or property deposited with or left in the custody of a financial institution. 

**6. Receiving Negotiable or Non-Negotiable Instruments**

My Trustee may receive for me and act upon a sight draft, warehouse receipt, or other negotiable or non-negotiable instrument. 


## **7. Letters of Credit, Credit Cards, and Travelers Checks**


My Trustee may apply for and receive letters of credit, credit cards, and traveler's checks from a financial institution, and give an indemnity or other agreement in connection with letters of credit as my Trustee finds necessary for the proper maintenance of trust property and financial needs. 

## **8. Extensions to Pay**

My Trustee may consent to extend the time of payment, due to or from me, with respect to any financial transaction with a bank or other financial institution.





### **e. Make Investments**


My Trustee shall have the power to invest in any type of investment that plays an appropriate role in achieving the investment goals as set forth in my Trust Agreement, which investment shall be considered as part of the total portfolio. No category or type of investment shall be prohibited. I specifically do not wish to limit the universe of trust investments in any way other than is dictated by my Trustee's exercise of reasonable care, skill and caution. In connection with my Trustee's investment and management decisions with respect to my Trust, my Trustee is specifically entitled to take into account general economic conditions, the possible effect of inflation or deflation, the expected tax consequences of investment decisions or strategies, the role that each investment or course of action may play within the overall trust portfolio that may include financial assets, interests in closely held enterprises, tangible and intangible personal property, and real property; the expected total return from income and the appreciation of capital, and the asset's special relationship or special value, if any, to the purposes of my Trust or to one or more of the beneficiaries. My Trustee shall not be limited to any one investment strategy or theory, including modern portfolio theory, the efficient markets theory or otherwise, but should be free to consider any appropriate investment strategy or theory under all circumstances. 

My Trustee may delegate investment and management functions that a prudent person of comparable skills would properly delegate under the circumstances. Should my Trustee delegate such function, my Trustee shall exercise reasonable care, skill and caution in selecting an Investment Advisor and shall establish, in writing, the scope and terms of the delegation consistent with the purposes and terms of my Trust. Such writing shall cover the terms of the Investment Advisor's duties and describe the Trust assets to be managed by the Investment Advisor. 

Notwithstanding the general powers of my Trustee, the following provisions shall apply to each trust from time to time held hereunder which is being managed by an Investment Advisor (subject to any limitations or modifications contained in

the written agreement between my Trustee and such Investment Advisor or Advisors):


1. My Trustee shall follow the directions of the Investment Advisor with respect to the retention, purchase, sale or encumbrance of my Trust assets subject to management by such Investment Advisor and the investment and reinvestment of any funds derived from those assets, and shall have no duty to make or participate in making any decision regarding the same. The sole authority and discretion regarding the management of such assets shall belong to the Investment Advisor. 
2. So long as my Trustee follows the direction or advice of the Investment Advisor, my Trustee shall be under no duty to review the assets subject to such Investment Advisor's management or to make any recommendations with respect to the investment or reinvestment thereof or to determine whether any direction or advice received from the Investment Advisor is proper. 
3. My Trustee shall not be accountable for any loss or depreciation in value sustained by reason of any action: (i) taken with the direction or approval of the Investment Advisor, or (ii) not taken by reason of direction, disapproval or inaction by the Investment Advisor pursuant to the preceding provisions of this Section i.e. In addition, my Trustee may issue proxies to vote all securities included among the assets subject to management by the Investment Advisor, and my Trustee shall not thereafter be liable for the manner in which those securities are voted, for any direct or indirect result of that voting, or for any failure to vote such securities. 
4. Except as modified by the provisions of this Section i.e, the powers and duties of my Trustee with respect to the assets of my Trust Estate managed by an Investment Advisor shall be the same as those with respect to all other assets of my Trust Estate. 
5. An Investment Advisor, by written notice to my Trustee, may resign at any time, or may, from time to time, waive any or all such Investment Advisor's rights, powers and duties. By accepting the delegation of the trust asset management function and acting as Investment Advisor, such Advisor submits to the jurisdiction of the courts of this state. An Investment Advisor shall be entitled to reasonable

compensation, and such compensation shall be paid from the assets of my Trust and may be charged, in my Trustee's discretion, to income or principal, or partly to each. My Trustee shall incur no personal liability for the payment of such fees. The rights and powers herein conferred to an Investment Advisor shall be exercisable only in a fiduciary capacity. 

**f. Digital Assets**

In addition to any other powers held, I give my Trustee all rights and authority that I have or had during my lifetimes, as follows:

1. My rights as original user of an account under a terms-of-service agreement in which a custodian carries, maintains, processes, receives, or stores a digital asset of the user or provides goods or services to the user, whether such digital asset is in my name or in the name of my Trust.
2. Access to a catalogue of electronic communications, which means information that identifies each person with which I as a user have had an electronic communication, the time and date of the communication, and the electronic address of the person.
3. Access to the content of electronic communications to me or from me, which means information concerning the substance or meaning of an electronic communication that has been sent or received by me as a user, in electronic storage by a custodian providing an electronic communication service to the public or carried or maintained by a custodian providing a remote-computing service to the public, that is not readily accessible to the public.
4. The right to transfer digital assets held under an account as to which I am a user or as to which my Trustee or Successor Trustee is a user.

I grant the same powers as set forth above to my Trustee under this Trust who is not an original user of an account, with respect to the content of an electronic communication sent or received by an original or successor user and carried, maintained, processed, received, or stored by the custodian in the account of the trust, upon compliance by the Trustee with the requirements of the Revised Uniform Fiduciary Access to Digital Assets Act (2015) "RUFADAA." 


By way of illustration and not limitation, the grant of power to my Trustee with respect to electronic communication that I originate or that are addressed to me,

and to digital assets and records, includes the right to open, continue, modify, terminate, access, view, make use of, and give instructions in regards to any financial, social media, or other account or other arrangements on the world wide web (also known as the internet) and/or on any other public or private network; and to access, view, and transfer any or all data owned by or concerning me, or my Trust, or Trust Estate or my personal or financial matters, in any format, including any electronic or digital data, no matter where it may be located, in this state, another state, or another country, or in the cloud, or on the internet. My Trustee may also obtain, possess, and use password and/or login information to my electronic records and digital assets, and have complete access to any electronic account maintained by me, or on my behalf, including, without limitation, electronic mail, on-line financial accounts, and social media.


When used in this sub-section, the following terms shall have the meanings set forth in RUFADAA: “carries,” “custodian,” “designated recipient,” “digital asset,” “electronic,” “electronic communication,” “electronic-communication service,” “information,” “online tool,” “record,” “remote-computing service,” “terms of service agreement,” and “user.”

The grant of powers under this sub-section do not apply to a digital asset of my employer(s) used by me in the ordinary course of an employer’s business.

**g. Manage Securities**






My Trustee shall have the power to buy, sell and trade in securities of any nature, including options, futures contracts, short sales, and for such purposes, may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by my Trustee with such brokers as security for loans and advances made to my Trustee. My Trustee shall have all the rights, powers and privileges of any owner with respect to securities held in trust, including, but not limited to, the power to vote and give proxies and pay assessments or other charges, 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 my Trustee may deem advisable, and do all other acts which persons of prudence, discretion and intelligence would do or take for their own account. 

**h. Allocation of Principal and Income**

Except as otherwise specifically provided in my Trust Agreement, the determination of all matters with respect to what is principal and income of my Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Principal and Income Act as enacted from time to time under state law. Any such matter not provided for either in my Trust Agreement or under governing state statute shall be determined by my Trustee in my Trustee's discretion. 




My Trustee's powers shall be subject to my Trustee's duty to treat income beneficiaries and remainder beneficiaries equitably, except as provided below:

1. A reasonable reserve for the depreciation of all income-producing, depreciable real and personal property, and capital improvements and extraordinary repairs on income-producing property, shall be charged to income from time to time; 
2. A reasonable reserve for the depletion of all depletable natural resources, including, but not limited to, oil, gas and mineral, and timber property, shall be charged to income from time to time; 
3. Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal; 
4. A reasonable reserve for the amortization of all intangible property having a limited economic life including, but not limited to, patents and copyrights, shall be charged to income from time to time; and 
5. All premiums paid and all discounts received in connection with the purchase of any bond or other obligation shall be amortized by making an appropriate charge or credit to income as the case may be; provided, however, my Trustee shall not set aside out of income a reserve for the depreciation, depletion, obsolescence, repair, replacement, improvement or amortization of capital assets (tangible or intangible) contributed to my Trust during my lifetimes or by Will upon my death. Further provided, if my Trust is a partner in a partnership, my Trustee shall be entitled to accept, with respect to such partnership interest, any accounting methods used by the partnership, regardless of whether such methods include depreciation reserves, regardless of the assumptions on which any such reserve may be based, and regardless of whether such accounting methods are inconsistent with those methods used by my Trustee with respect to other property of my Trust Estate. 


The income and principal of Retirement Assets and Annuities shall be governed by the provisions under Section 1 of Article Eleven.




**i. Sell, Exchange and Repair**

My Trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve and repair Trust property. 


**j. Lease**

My Trustee shall have the power to lease Trust property for terms within or beyond the terms of the Trust and for any purpose, including exploration for and removal of gas, oil and other minerals; and to enter into community oil leases, pooling and unitization agreements. 


**k. Permit Beneficiaries to Use or Reside Upon Trust Assets**

Unless in conflict with the provisions of Section 2. e. of Article Eleven, my Trustee may permit any beneficiary to reside upon or occupy any real property in my Trust Estate or use any personal property in my Trust Estate, upon such terms, provisions and conditions as my Trustee determines. 


**l. Borrow**

My Trustee shall have the power to borrow money for any trust purpose upon terms and conditions as my Trustee may deem proper and to obligate my Trust Estate for repayment; to encumber my Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure or procedures to consummate the transaction or transactions as my Trustee may deem advisable (including securing or guaranteeing a loan to me in my individual capacity for a purpose not connected with my Trust). My Trustee shall have the power to borrow money on behalf of one trust from any other trust provided for under my Trust Agreement, and to obligate the borrowing trust to repay such borrowed money, provided that such loan shall be adequately secured and shall bear interest at current bank rates. 


**m. Guarantees**

My Trustee shall have the power to unconditionally or conditionally guarantee the payment of any and all indebtedness, advances, obligations and liabilities currently in existence or hereafter made, incurred or created by me, individually or jointly with others, or incurred or created by any person or any partnership (general or limited), or other legal entity, provided my Trustee holds an interest in such corporation, partnership or entity, and such guarantee benefits directly or indirectly my Trust Estate or its beneficiaries. Guarantees may be made to secure indebtedness, advances, obligations and liabilities to banks, savings and loans, real estate investment trusts, any and all institutional investors, persons, corporations, partnerships and other legal entities. 


**n. Make Loans**

My Trustee shall have the power to lend Trust money to my Personal Representative or to any beneficiary under my Trust (including me) or to a trust for the benefit of any such beneficiary, as may be agreed upon between my Trustee and such parties, provided, however, that any such loan shall be adequately secured and shall bear a reasonable rate of interest. My Trustee shall also have the power to loan or advance my Trustee's own funds to my Trust for any Trust purpose, with interest at current rates, and to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of my Trust. 


**o. Purchase Assets from My Estate**

My Trustee may use Trust funds to purchase any securities or other property tendered to it by my Personal Representative or any Trustee of any trust established by me, at any time and from time to time at the then market value of such property. If there is any question as to the market value of such property, such value shall be determined by the Special Co-Trustee, as provided for under Section 8 of Article Three of my Trust Agreement. 


**p. Deal With Other Trusts**

My Trustee may advance cash or other assets to any other trust or estate of which my Trust is a beneficiary in an amount equal to all or any portion of any expense, debt and other charges, and estate, inheritance, succession, transfer and other death taxes which are attributable to my Trust's share of such other trust or estate. 


**q. Insure**

My Trustee shall have the power to carry, at the expense of my Trust, insurance of such kinds and in such amounts as my Trustee deems advisable to protect my Trust Estate and my Trustee against any hazard. 


**r. Agents**

My Trustee shall have the power to employ managers, agents, attorneys, accountants, auditors, depositories and proxies, with or without discretionary powers, and to rely on the advice given by such advisors. 


**s. Litigation**

Subject to the provisions of Section 8 of Article Three, my Trustee shall have the power to commence or defend, at the expense of my Trust, such litigation with respect to my Trust or any property of my Trust as my Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of my Trust. 

**t. Accept Gifts**

My Trustee shall be authorized to accept gifts from any individual who desires to contribute to the principal of the respective trusts created hereunder. Such acceptance of any additional gift shall be in the discretion of my Trustee. 


**u. Pay Gift Taxes**

If at any time any gift tax becomes due from me, by reason of my Trust Estate or any interest therein being includible for such tax purposes, such gift tax, together with interest, penalties, costs, Trustee's compensation and attorney's fees, in the discretion of my Trustee, may be paid by my Trustee from my Trust Estate, unless other adequate provision shall have been made therefor. Any such payments shall be charged to the principal of the share of my Trust Estate or any interest therein so included for such tax purposes. 


**v. Payment of Expenses**

My Trustee shall have the power to pay any taxes, assessments, reasonable compensation of my Trustee and other expenses incurred in the collection, management, care, protection and conservation of my Trust Estate.


**w. Corporate Fiduciary**

If any stock of a corporate entity that is my Trustee, or of any affiliate or successor of such Trustee, shall be included in the assets of my Trust, my Trustee shall have full authority, in my Trustee's discretion, and notwithstanding any regulation or rule of law to the contrary, to retain the stock and any increases resulting from stock dividends and stock splits and from the exercise of purchase rights and the purchase of fractional shares needed to round out fractional share holdings that may arise concerning the stock. My Trustee shall vote such stock either directly or by proxy. However, to the extent my Trustee is prohibited by law from voting such stock, my Trustee shall vote in accordance with the written instructions of the Special Co-Trustee appointed under Section 8 of Article Three. 

**x. Investment Transactions**


With regard to record keeping for investment transactions, my Trustee need not provide copies of confirmations or similar notifications each time a trade or investment transaction occurs, but investment transactions shall be set forth in my Trustee's periodic accounting. 

**y. Farm or Ranch Property**

With respect to farm or ranch property, my Trustee shall have all necessary powers to participate in and operate any farming (including tree farming) or ranch operation, personally or with hired labor, tenants or sharecroppers; to lease any farm for cash or a share of crops under a lease that permits or precludes the 

material participation of my Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by my Trustee as necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, my Trustee shall consider whether an election should be made or has been made under Sections 2032A of the Code to qualify for special farm-use valuation or the qualified family owned business interest deduction, or both.


**z. Power to Divide or Combine Trusts**

My Trustee shall have the power to divide a single trust or share thereof into separate divisions, each to be administered in accordance with the terms and conditions of the single trust from which they were created (or in accordance with such terms and conditions as they may be affected by my Trustee's power to comply with "S" Corporation requirements) when my Trustee, in my Trustee's discretion, determines that division is desirable or advisable in view of tax considerations, including considerations related to income tax, gift tax, inheritance tax or generation-skipping transfer tax or other objectives of the trusts and their beneficiaries. 

My Trustee shall not be required to make a physical segregation or division of the various trust subdivisions created under my Trust Agreement except as segregation or division may be required by reason of the termination and distribution of any of the trust subdivisions, but my Trustee shall keep separate accounts and records for different undivided interests.

My Trustee, in my Trustee's discretion, shall have the further power to combine two or more trusts or trust subdivisions having substantially the same terms into a single trust for purposes of administration when tax or other factors indicate that such combination would be desirable or advisable. In deciding whether to combine trusts or trust subdivisions, my Trustee shall consider the generation-skipping "inclusion ratio" of the trusts or trust subdivisions to be combined. Trusts or trust subdivisions having the same inclusion ratios may be combined. Trusts or trust subdivisions having different inclusion ratios should generally not be combined unless their inclusion ratios are maintained unchanged through substantially separate and independent shares of different beneficiaries within the meaning of Section 2654(b) of the Code and the applicable regulations thereunder. Specifically, unless there is a Personal Representative, my Trustee has the authority to allocate any portion of my exemptions under Section 2631(a) of the Code to property as to which I am the respective Transferor, including any property transferred by me during my lifetime as to which I did not make an allocation prior to my death. My Trustee also has the authority to make the special election under Section 2652(a)(3) of the Code. If Sections 2631(a) or 2652(a)(3) of the Code are not interpreted to allow a Trustee to exercise such election, then a Personal Representative shall be appointed and is authorized to allocate my exemption and to exercise the said special election.


**aa. Termination of Small Trust**

If at any time after my death the costs of administration of my Trust (or any share thereof) are of such an amount in relation to the then principal and undistributed income of my Trust (or any share thereof) that my Trustee, in my Trustee's discretion, determines that my purposes in establishing my Trust (or any share thereof) would no longer be served, and if my Trustee deems it advisable to distribute the then principal and undistributed income of my Trust (or any share thereof) to the then living beneficiary or beneficiaries and thereby cause the termination of such trust or share, my Trustee (other than my estate and any then current beneficiary of my Trust) may do so without responsibility on the part of my Trustee. If no such Trustee is then serving, the Special Co-Trustee appointed under Section 8 of Article Three shall serve for the purpose of determining the advisability of termination and administering the termination process 

**bb. Power to Subject Trust Property to Probate**


It is my intention to avoid probate through the use of my Trust. If, however, my Trustee and Personal Representative mutually determine that it shall be in the best interests of the beneficiaries of my Trust, and the beneficial interests of the beneficiaries are not thereby altered, my Trustee may subject any asset to probate to accomplish a result unavailable without probate. This power shall be strictly construed and shall only be used to secure any tax or other benefit otherwise unavailable to my Trust. Accordingly, other than a distribution that would cause a Charitable Deduction to fail, my Trustee, in my Trustee's discretion, may accomplish this objective by distributing such property to my estate.

**cc. Power to Change Situs**


My Trustee shall have the power, exercisable by written instrument signed and acknowledged by my Trustee, to change the situs of any trust or trust share held by my Trustee; and, in conjunction with any such change and without any need to obtain the approval of any court, to elect that such trust or trust share shall be subject to the jurisdiction of the new situs. In addition, my Trustee may move the assets of such trust or trust share to the location of the new situs. In no event, however, may this power be exercised in a manner that would cause the denial of Marital Deduction qualification for any portion of my Trust Estate, or that would prevent a trust or trust share from qualifying as a permitted shareholder of "S" corporation stock for federal income tax purposes. 

**dd. Release of Trustee Powers**

Each Trustee who determines it to be in the best interest of any beneficiary may, at any time, by instrument executed with all the formalities of a deed and delivered personally or sent by certified mail to another then acting Trustee, if any, or to some beneficiary of the affected trust or trusts, release and relinquish or disclaim upon any terms, either in whole or in part, temporarily or permanently,

revocably or irrevocably, with or without binding successors, any one or more of the powers, rights, authorities, and discretions conferred upon such Trustee by any provision or provisions of my Trust Agreement or generally pursuant to law, which release and relinquishment or disclaimer shall be binding on all affected beneficiaries. If the release and relinquishment or disclaimer of a power, right, authority, or discretion is made by less than all of the Trustees upon whom it is conferred, such power, right, authority, or discretion shall continue to be exercisable in full by the Trustee or Trustees (other than any Successor Trustees on whom it is, by its terms, binding) who have not thus released and relinquished or disclaimed it. 

**ee. Pay Death and Generation-skipping Transfer Taxes of Beneficiaries**


Upon the death of any beneficiary other than me, any estate, inheritance, succession, or other death taxes (including any generation-skipping transfer taxes), duties, charges, or assessments, together with interest, penalties, costs, Trustee's compensation and attorneys' fees, which shall become due by reason of my Trust Estate or any interest therein being includible for such tax purposes, may be paid by my Trustee from my Trust Estate (other than the Trustor's), unless other adequate provision shall have been made therefor. Any such payments shall be charged to the principal of the share of my Trust Estate or the separate trust so included. If my Trustee considers that any distribution from a trust hereunder, other than pursuant to a power to withdraw or appoint, is a taxable distribution subject to a generation-skipping transfer tax payable by the distributee, my Trustee shall augment the distribution by an amount which my Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If my Trustee considers that any termination of any interest in or power over trust property hereunder is a taxable termination subject to a generation-skipping transfer tax, my Trustee shall pay the tax from the trust property to which the tax relates, without any adjustment of the relative interests of the beneficiaries. If the tax is imposed in part by reason of trust property hereunder and in part by reason of other property, my Trustee shall pay that portion thereof which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which my Trustee deems pertinent. My Trustee may make any such payments directly, or to a Legal Representative or other fiduciary, and my 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. 

**Section 2. Gifts by Trustee**

**a. General Gift Authority**


My Trustee is authorized to make gifts, grants, or other transfers without consideration, either outright or in trust, for any legitimate estate planning purpose, to or for my benefit, my descendants, or charitable organizations




(including, without limitation, any Private Charitable Foundation, Charitable Remainder Trust, or Charitable Lead Trust established by me, as well as any public charity). Such gifts may include the forgiveness of indebtedness, the completion of any charitable pledges I have made, and the direct payment of tuition and medical care for the benefit of any such persons pursuant to the provisions of Section 2503(e) of the Code. Such gifts may be made in cash, in kind, or partly in each on a pro rata or non-pro rata basis. If any gifts are made to any individuals, then such gifts shall be made equally to all descendants of the same generation. For example, if a gift is made to my child or grandchild, as the case may be, then a similar gift or gifts of the same amount must be made to each of my then living children or grandchildren, as the case may be. 

**b. Deathbed Gifts**


**1. Circumstances for Making and Amount of Deathbed Gifts**

Without limiting my Trustee's authority to make gifts under Paragraph a. immediately preceding, if my Trustee determines that (i) I am terminally ill and it is unlikely that I will live, and (ii) my estate is or may be subject to death taxes, then my Trustee, in my Trustee's sole discretion, may make gifts up to the full amount of the federal gift tax annual exclusion amount under Section 2503(b) of the Code or successor statute (hereinafter referred to as "deathbed gifts"). 


**2. Permissible Donees**

My Trustee is authorized to make deathbed gifts to the following individuals: (i) First, to my then living children; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all of my said children, then the funds or assets that are available shall be apportioned equally among said children; (ii) Second, if there are sufficient funds or suitable assets remaining after making the foregoing gifts to my then living children, then out of the remaining funds or assets, gifts shall be made to the then living children of my children (i.e., my grandchildren), in equal shares, per capita and not by right of representation; provided, however, that if sufficient funds or suitable assets are not available to make the full amount of such gifts to all such grandchildren, then the funds or assets that are available shall be  apportioned equally among said grandchildren.


### **3. Completion of Deathbed Gifts Prior to My Death**

I request that my Trustee take all action reasonably necessary to ensure that the deathbed gifts authorized hereunder are completed for federal gift tax purposes prior to my death, including making gifts by wire transfer, electronic funds transfer, or other method that is reasonably calculated to complete such gifts prior to my death. If I am in an irreversible coma or vegetative state and my life is being prolonged solely by artificial means under circumstances where the timing of my death may be subject to the control of my Health Care Agent, the Conservator of my person, or other legal representative, then I request that my Trustee hereunder confer with such Health Care Agent, Conservator, or legal representative concerning the timing of such gifts in relation to the timing of my death. 

### **4. Effect on Testamentary Plan**

It is my desire that my Trustee make such deathbed gifts in order to save Death Taxes even if doing so is inconsistent with my testamentary plan. For example, if my Will or my Trust Agreement provides for the distribution of my estate to my children in equal shares upon my death, it nevertheless is my desire that my Trustee include my grandchildren in such deathbed gifts if Death Taxes could thereby be reduced, even if the effect would be to reduce the amounts passing to my children at my death or shift the total amount passing to each line of descent. 


#### **c. Limitation on Gifts to Trustee**

Notwithstanding the provisions of Subsections a. and b. above, any gifts my Trustee is authorized to make to himself or herself, or for his or her benefit, either directly or indirectly, including the discharge of his or her legal obligations, shall be limited to the greater of: (i) five thousand dollars (\$5,000), or (ii) five percent (5%) of my Trust Estate during any calendar year, which power shall be non-cumulative and shall lapse at the end of each calendar year; provided, however, that gifts to my Trustee may exceed such limitation if any one of the following conditions is met: (i) the Special Co-Trustee provided for under Article Three of my Trust Agreement consents in writing to the gift to such Trustee, (ii) my then living adult children (other than the Trustee) unanimously consent in writing to the gift to such Trustee, or (iii) court approval of the gift to my Trustee is obtained on petition by my Trustee or any other interested person pursuant to state law. 


#### **d. Income Tax Effects**

In making gifts hereunder, my Trustee may, but shall not be required to, consider the income tax effects of making a gift of any asset, the income tax basis of which




differs from the fair market value, including the possibility of a step-up in basis at my death pursuant to Section 1014 of the Code. In that regard, my Trustee shall have the sole discretion to determine whether the estate tax savings of making such gifts outweighs the income tax consequences. 

**e. Gifts are Discretionary**

My Trustee shall have the sole discretion to determine whether and to what extent to make gifts hereunder; provided, however, that, except as otherwise provided above in Section 2.b., it is my desire that the donees of each generation be treated equally. Nothing stated herein shall be construed to require my Trustee to make any such gifts and my Trustee shall not be liable to any person for failing to make any gifts authorized hereunder, or for the manner in which such gifts are made, except for his or her bad faith, willful misconduct, or gross negligence, including, without limitation, the death tax or income tax consequences to my estate, beneficiaries, or heirs at law. My Trustee shall be held free and harmless from any such liability, loss, cost, or expense, including reasonable attorney's fees, arising from my Trustee's acts or omissions in connection with making any gifts under the provisions of my Trust Agreement. 

**f. Payments to or for Benefit of Minors**

If a gift is made hereunder to any person who is under the age of twenty-one (21), and if no trust is established for such person, such person's gift may, in the discretion of my Trustee, be distributed to an adult member of such person's family (to be selected by the Trustee) as custodian until such age as my Trustee determines (but not to exceed the age of 21), under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act. 

**Section 3. Trustee Environmental Powers**

**a. Trustee Authorized to Inspect Property Prior to Acceptance**

**1. Actions at Expense of Trust Estate**

Prior to acceptance of the position of Trustee by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated, or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of my Trust Estate:

**A. Enter Property**

To enter and inspect any existing or proposed asset of my Trust (or of any partnership, limited liability company, or corporation in which my Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any

past or present release or threatened release of any hazardous substance; and

**B. Review Records**

To review my records and those of the currently acting Trustee (or of any partnership, limited liability company, or corporation in which my Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

**C. Rights Equivalent to Partner, Member, or Shareholder**

The right of the proposed, designated, or acting Trustee to enter and inspect assets and records of a partnership, limited liability company, or corporation under this provision is equivalent to the right under state law of a partner, member, or shareholder to inspect assets and records under similar circumstances.

**D. Right to Still Refuse Acceptance of Trusteeship**

Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of my Trust.

**E. Right to Accept Trusteeship Over Other Assets Only**

If an asset of my Trust is discovered, upon environmental audit by the acting Trustee or any proposed or designated Trustee, to be contaminated with hazardous waste or otherwise not in compliance with environmental law or regulation, my Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of my trust. My Trustee, in his or her discretion, may petition a court to appoint a receiver or Special Trustee to hold and manage the rejected asset, pending its final disposition.

**F. Right to Reject Asset**


Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to such Trustee.

**b. Termination, Bifurcation or Modification of Trust Due to Environmental Liability**


**1. Trustee's Powers over Hazardous Waste Property**

If my Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of, any federal, state, or local environmental law or regulation, my Trustee may take one or more of the following actions, if my Trustee, in my Trustee's discretion, determines that such action is in the best interest of my Trust and its beneficiaries:

**A. Modify Trust**

Modification of trust provisions, upon court approval, granting my Trustee such additional powers as are required to protect my Trust and its beneficiaries from liability or damage relating to the actual or threatened violation of any federal, state, or local environmental law or regulations, with it being my desire that my Trustee keep in mind my dispositive wishes expressed elsewhere in my Trust and that my Trustee consider and weigh any potentially negative federal and state income, gift, estate, or inheritance tax consequences to my Trustee, my Trust and its beneficiaries; 


**B. Bifurcate Trust**

Bifurcation of my Trust to separate said asset from other assets of my Trust Estate; 


**C. Appoint a Special Trustee**

Appointment of a Special Trustee to administer said asset; and/or


**D. Abandon Property**

Abandonment of such asset. 

**2. Termination of Trust or Distribution of Other Assets**

With court approval, my Trustee may terminate my Trust or partially or totally distribute my Trust Estate to my beneficiaries. 

**3. Broad Discretion**


It is my intent that my Trustee shall have the widest discretion in the identification of, and response to, administration problems connected with potential environmental law liability to my Trust Estate and my Trustee, in order to protect the interests of my Trust, my Trustee and the beneficiaries of my Trust. 

**4. Trustee's Powers Relating to Environmental Laws**

My Trustee shall have the power to take, on behalf of my Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. § 9601(25), or any successor statute, relating to any asset that is or has been held by my Trustee as part of my Trust Estate.


**c. Indemnification of Trustee from Trust Assets for Environmental Expenses**

**1. Indemnification and Reimbursement for Good Faith Actions**


My Trustee shall be indemnified and reimbursed from my Trust Estate for any liabilities, losses, damages, penalties, costs, or expenses arising out of, or relating to, federal, state, or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from my Trustee's intentional wrongdoing, bad faith, or reckless disregard of his or her fiduciary obligation. 

**A. Environmental Expenses Defined**


Environmental expenses shall include, but are not limited to: (i) Costs of investigation, removal, remediation, response, or other clean-up costs of contamination by hazardous substances, as defined under any environmental law or regulation; (ii) Legal fees and costs arising from any judicial,

investigative, or administrative proceeding relating to any environmental law or regulation; (iii) Civil or criminal fees, fines, or penalties incurred under any environmental law or regulation; and (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation. 


## **2. Properties and Businesses Covered**

This right to indemnification or reimbursement shall extend to environmental expenses relating to: (i) Any real property or business enterprise, that is or has been at any time owned or operated by my Trustee as part of my Trust Estate; and (ii) Any real property or business enterprise that is or has been at any time owned or operated by a corporation, limited liability company, or partnership, in which my Trustee holds or has held, at any time, an ownership or management interest as part of my Trust Estate 


## **3. Right to Pay Expenses Directly from Trust**

My Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of my Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets. 

## **4. Right to Lien Trust Assets**

My Trustee shall have a primary lien against assets of my Trust for the reimbursement of environmental expenses, which are not paid directly from Trust assets. 

## **5. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law**

My Trustee shall not be liable to any beneficiary of my Trust or to any other party for any good faith action or inaction relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however, that my Trustee shall be liable for any such action, inaction, or payment which is a breach of trust and is committed in bad faith or with reckless or intentional disregard of his or her fiduciary obligations. 

**6. Allocation of Environmental Expenses and Receipts  
Between Principal and Income**

My Trustee may, in my Trustee's discretion, allocate between the income and principal of my Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, my Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. My Trustee may, in my Trustee's discretion, create a reserve for the payment of anticipated environmental expenses.

# Article Eleven - Other Trust Provisions

## Section 1. Provisions Respecting Retirement Assets

### a. Explanation of Section

It is my intent, and the sole purpose of the following provisions, to ensure that the beneficiaries of my Trust who are subject to the Minimum Required Distribution Rules be identifiable individuals and that they be treated as Designated Beneficiaries under such rules, so that the life expectancies of such beneficiaries may be used to calculate the Minimum Required Distributions mandated by the Code. This Section shall be interpreted with this intent and purpose being paramount to any other direction in it.

### b. Definitions

As used in my Trust Agreement, the following terms, whether or not capitalized, have the following meanings, unless the context very clearly indicates otherwise.

#### 1. Retirement Plan and Retirement Plan Proceeds

The term "Retirement Plan" means an annuity, employee pension plan, a qualified or non-qualified plan of deferred compensation, an individual retirement account or individual retirement annuity ("IRA"), or similar arrangement. The term includes any plan or arrangement described in Sections 401(a), 403, or 408(a), (b) or (k) of the Code. The term "Retirement Plan Proceeds" means proceeds receivable by any beneficiary (including a fiduciary) under a Retirement Plan upon or following the death of the participant.

#### 2. Eligible Retirement Plan

The term "Eligible Retirement Plan" has the meaning given under Section 402(c)(8)(B) of the Code and generally means any Retirement Plan that is eligible to receive a tax-free rollover.

#### 3. Participant, Employee and Employee's Benefit

The term "Participant," as used in this Section, includes any individual who has contributed to, directly or indirectly (through contribution by an employer on the employee's behalf), any Retirement Plan as defined above, including the owner of an IRA or Roth IRA. The term "Employee" shall have the same meaning as the term "Participant" and the term "Employee's Benefit" shall include benefits under any Retirement Plan, including an IRA or Roth IRA.

#### **4. Required Beginning Date**

The term "Required Beginning Date" ("RBD") will have the meaning given by Section 401(a)(9) of the Code and the Treasury Regulations hereunder. The RBD generally refers to April 1st following the calendar year in which the Participant attains age 70½, except that with regard to a qualified plan, if the participant is not a five percent (5%) owner (as defined in Section 416 of the Code) the RBD may be April 1st following the calendar year in which the Participant retires, if later.

#### **5. Applicable Date**

The term "Applicable Date," as used in this Section, means September 30th of the year after the Participant's death.

#### **6. Minimum Required Distribution Rules**

The "Minimum Required Distribution Rules" ("MRD Rules") are the rules described in Section 401(a)(9) and Sections 408(a)(6) or (b)(3) of the Code (or anywhere else Section 401(a)(9) of the Code is made applicable by cross-reference, as the case may be).

#### **7. Designated Beneficiary**

A "Designated Beneficiary" means an identifiable individual who is entitled to any portion of Retirement Plan Proceeds, contingent on the Participant's death or another specified event, but in any case is to be given the meaning used in the Treasury Regulations under Section 401(a)(9) of the Code, as then in effect. To the extent members of a class of beneficiaries capable of expansion or contraction can be treated as being identifiable under the Proposed Treasury Regulations because of the possibility at the Applicable Date of identifying the class member with the shortest life expectancy, such class of beneficiaries shall be treated as a Designated Beneficiary, even though members of the class may be unborn at that time.

#### **8. Contingent Beneficiary**

A "Contingent Beneficiary," for purposes of this Section only, is a Designated Beneficiary who is entitled to any portion of Retirement Plan Proceeds, contingent on a specified event, other than the Participant's death (e.g., death of another beneficiary).



## **9. Retirement Account Trustee**

The term "Retirement Account Trustee," as used in a beneficiary designation form or other document designating the beneficiary of Retirement Plan Proceeds, shall be interpreted to mean the then acting Trustee of my Trust Agreement.

### **c. Trustee May Be Named As Death Beneficiary of Retirement Plan**

My Trustee may be named as a Designated Beneficiary of Retirement Plan Proceeds. If so, my Trustee will be treated as owning the right to receive distributions from the Retirement Plan as fully as any other person or individual who was named as a Designated Beneficiary, except that such ownership shall be in a fiduciary capacity. Such interest (i.e., the right to receive distributions from the Retirement Plan) will be treated as an asset of my Trust and will be subject, generally, to the same provisions applicable to other trust assets. The death of a beneficiary of my Trust will not terminate the interest that my Trust has in a Retirement Plan.

### **d. Agreement to Provide Copies of All Amendments to Trust**

In the case where, prior to my death, I, as the Participant, am required under the Treasury Regulations for Section 401(a)(9) of the Code to provide a copy of my Trust Agreement to the plan administrator, plan trustee, or IRA sponsor, trustee, or custodian, as the case may be, I agree that if my Trust Agreement is amended at any time in the future (but before my death), I will, within a reasonable time, provide to such plan trustee, plan administrator, or IRA sponsor, custodian, or trustee, as the case may be, a copy of each such amendment.

### **e. Method of Distribution under Retirement Plans**

To the extent my Trustee has an interest in a Retirement Plan, my Trustee shall have the power to determine the form and manner of distribution from such Retirement Plan.

### **f. Rollovers and Transfers**

My Trustee will have the unrestricted power to transfer or rollover any interest in a Retirement Plan to any other Eligible Retirement Plan or Plans, in order to effectuate the requirements of this Section, or as my Trustee may otherwise determine to be in the best interest of the beneficiaries, provided that in such case my Trustee shall continue as the holder of the interest, to the same extent as before.

### **g. Coordination with Minimum Required Distribution Rules**

If my Trustee is named as the beneficiary of Retirement Plan Proceeds that are subject to the MRD Rules, and if, under the circumstances existing on the

Applicable Date, the Retirement Plan Proceeds or the right to receive the Retirement Plan Proceeds are or may be payable to my Trustee, then the beneficiaries of my Trust are intended to be Designated Beneficiaries under the MRD Rules, and the following provisions shall apply:

**1. Use of Retirement Plan Proceeds**

Except as otherwise specifically provided to the contrary in the paragraph immediately below, but notwithstanding anything else herein to the contrary, Retirement Plan Proceeds shall be used entirely and exclusively for the benefit of the Designated Beneficiaries who are living at the Applicable Date.

**2. Unborn Beneficiaries**

Notwithstanding the immediately preceding paragraph, in the event that all of the primary Designated Beneficiaries of a particular trust who were living at the Applicable Date have died, my Trustee shall make distributions to those beneficiaries who would otherwise benefit under such trust, but only in the manner and to the extent consistent with my intent and the purpose for this Section as set forth in Paragraph a. of this Section.

**3. Trustee Required to Distribute During Life Expectancy of Beneficiary**

Unless the law applicable to MRDs from qualified plans and IRAs, interpreted in accordance with my intent and the purpose for this Section as set forth in Subsection a. above, clearly allows for a less rapid distribution from my Trust, all Retirement Plan Proceeds received by my Trust must be distributed to one or more Designated Beneficiaries of my Trust before the expiration of the life expectancy of the youngest Designated Beneficiary of my Trust to which this rule is applied, unless such beneficiary dies prior to the expiration of such life expectancy, taking into account only those beneficiaries alive as of the Applicable Date.

**h. Use of Retirement Plan Proceeds to Pay Debts or Expenses**

Use of Retirement Plan Proceeds for the payment of debts and expenses directly attributable and proportionate to the estate tax value of such Retirement Plan Proceeds is limited to those payments that can actually be made prior to the Applicable Date or would otherwise not cause my Trust to fail to be a qualified beneficiary. Notwithstanding the rules otherwise applicable to apportionment, abatement and the payment of debts and expenses, Retirement Plan Proceeds shall not be used to pay any of my debts or expenses still outstanding as of the Applicable Date and thereafter, or would otherwise cause my Trust not to be a qualified beneficiary.

**i. Use of Retirement Plan Proceeds to Pay Death Taxes**

Use of Retirement Plan Proceeds for the payment of Death Taxes directly attributable and proportionate to the estate tax value of such Retirement Plan Proceeds is limited to those payments that can actually be made prior to the Applicable Date, or would otherwise not cause my Trust to fail to be a qualified beneficiary. Notwithstanding the rules otherwise applicable to apportionment, abatement and the payment of Death Taxes, Retirement Plan Proceeds shall not be used to pay any Death Taxes still outstanding as of the Applicable Date and thereafter. However, in that case, the Death Taxes attributable and proportionate to such Retirement Plan Proceeds, to the extent otherwise apportionable under this instrument, shall, in my Trustee's discretion, be paid from funds provided by such beneficiary or charged against other property or trust distribution receivable by the beneficiary as a result of my death.

**j. No Power of Appointment Over Retirement Plan Proceeds**

Except as provided below in this Section, but notwithstanding anything else to the contrary, no one (other than me) will have any power of appointment over any Retirement Plan Proceeds held in trust. Any power of appointment that would otherwise have been applicable but for this paragraph will be treated as if it existed but was unexercised.

**k. Separate Account and Special Distribution Requirements**

My Trustee will separately account for all Retirement Plan Proceeds, using sub-trusts if necessary, and will see to it that those benefits are only distributed to Designated Beneficiaries (as defined above) who are identifiable on the Applicable Date, as long as any Designated Beneficiary of such trust (or sub-trust, as the case may be) is alive. Further, my Trustee will actually distribute those benefits to those beneficiaries within such time as is required under applicable tax law, or under Treasury Regulations (whether proposed, temporary, or final) in order to carry out the purpose of this Section as provided under Subsection a. above.

**l. Application of Rules to Sub-trusts**

I realize that a sub-trust may be the beneficiary of Retirement Plan Proceeds. In that case, the rules of this Section are to be applied within the particular sub-trust involved, and are not meant to give the beneficiaries of other sub-trusts an interest they would not otherwise have had.

**m. Incorporation by Reference of Terms of Beneficiary Designation**

If the terms of any beneficiary designation signed by me would otherwise fail because such terms are not a part of my will and/or Trust, I incorporate such terms by reference, as a part of my Trust as if fully set out in this document.

**n. Principal and Income Allocations of Payments from Retirement Plans**

My Trustee shall allocate to income that portion of each "Payment" (up to the whole thereof) that equals (i) the amount of "Inside Income" that my Trustee reasonably determines has occurred since the right to receive Payments became subject to trust; reduced by (ii) the amount of prior Payments from the same contractual, custodial, or trust arrangement that was allocated to trust income. My Trustee shall allocate the balance of the Payment, if any, to principal.

The term "Payment" refers to an amount that is received or withdrawn pursuant to a contractual, custodial, or trust arrangement under a Retirement Plan. The term "Inside Income" with respect to each contractual, custodial, or trust arrangement, refers to that portion of Payments that are characterized by the payor as interest, dividends, or a dividend equivalent. To the extent any portion of a Payment is not so characterized by the payor, Inside Income shall consist of any amounts that would be allocable to income under applicable state law governing the allocation of principal and income for trusts, if said statutes were applied to a trust holding the assets that fund all Payments to which my Trust is entitled under such arrangements. If my Trustee cannot identify the character, amount, or nature of said assets, the Trustee may reasonably estimate the character, amount and nature of such assets.

**Section 2. Special Needs Provisions**

**a. Definition of "Special Needs Beneficiary"**


For purposes of my Trust Agreement, the term "Special Needs Beneficiary" refers to a beneficiary who is entitled to receive any form of need-based government or private support or benefit, including, but not limited to, such programs as Medicaid, Supplemental Security Income ("SSI"), In-Home Supportive Services, Medicare and Aid for Dependent Children.

**b. Definition of "Special Needs"**


For purposes of my Trust Agreement, the term "Special Needs" refers to supplemental, non-support expenditures from my Trust assets that, pursuant to the other provisions of this Section, my Trustee is authorized to disburse, in my Trustee's sole and absolute discretion. Special Needs, subject to the general supplemental, non-support limitation, include, but are not limited to, medical, dental, diagnostic or therapeutic treatment, or nursing or home care services for which the Special Needs Beneficiary is not receiving government or private benefits, and is not eligible to receive such benefits. Special Needs also includes the differential between any treatment, service or care that the Special Needs Beneficiary is receiving from any government or private source and the level of treatment, service or care my Trustee deems appropriate for the beneficiary. Disbursements for education, travel (including travel by those my Trustee believes the companionship of which will benefit the Special Needs Beneficiary),

entertainment devices or events and electronic devices are also to be considered Special Needs.

**c. Overall Limitation on Distribution**

It is my intention that distributions from my Trust Estate supplement, but not supplant, impair or diminish, any forms of government or private support or benefit which a beneficiary of my Trust is then receiving or becomes eligible to receive. For purposes of this Section, the term "support" refers to food or shelter. The terms of my Trust Agreement shall be read and interpreted to prevent any action by my Trustee which would supplant, impair, diminish or otherwise interfere with, limit or reduce the Special Needs Beneficiary's receipt of, or eligibility for, any form of government or private benefits. Any power of distribution (whether or not exercised), granted to my Trustee pursuant to the terms of my Trust Agreement that would result in the loss, diminishment or ineligibility for government or private benefits is hereby revoked; and, only such powers as will not result in ineligibility for such benefits, or loss, diminishment or impairment, thereof, shall remain exercisable by my Trustee. 


**d. Discretionary Distribution of Accumulated Income and Principal**

My Trustee may pay for the benefit of a Special Needs Beneficiary such accumulated income and principal of such beneficiary's share, up to the whole thereof, as my Trustee, in his or her discretion, shall determine from time to time, for the Special Needs of the Special Needs Beneficiary. My Trustee, in exercising discretion under this paragraph, shall consider all income or resources available to the Special Needs Beneficiary. The Special Needs Beneficiary has no rights to any distributions under my Trust. 


**e. Treatment of Any Residence Held by Trust**

Notwithstanding the provisions of Section 1. k. of Article Ten, my Trustee may charge the Special Needs Beneficiary rent on any residence owned, in whole or in part, by the Special Needs Beneficiary's share. My Trustee must charge rent if the failure to do so would impair, diminish, or cause ineligibility for any government or private benefits.


**f. Rights of Creditors and Others**

My Trust assets are not intended to be used for the support of the Special Needs Beneficiary, but are only intended to supplement resources, income or government or private assistance available to the Special Needs Beneficiary. No part of my Trust Estate, neither principal nor income, shall be subject to anticipation or assignment by the Special Needs Beneficiary, nor be subject to attachment by any creditor of the Special Needs Beneficiary, governmental agencies or any other individual or entity; including any who may have provided goods or services to the Special Needs Beneficiary. 

**g. Power to Terminate Beneficiary's Share of Trust**

If my Trustee determines that the existence of my Trust renders the Special Needs Beneficiary ineligible for governmental or private benefits that, in the discretion of my Trustee, substantially outweigh the benefits my Trust can bestow upon such beneficiary, or my Trustee determines that, notwithstanding the spendthrift provisions of my Trust, a substantial portion or all of the principal and accumulated income of the Special Needs Beneficiary's share is subject to invasion, garnishment, attachment, execution or other similar action by a creditor or a government agency, my Trustee may terminate such share and distribute the principal and accrued income in accordance with the paragraph that follows. Furthermore, in the event a court of competent jurisdiction determines the provisions of this Section are contrary to law or public policy, then subject to any right of appeal, the Special Needs Beneficiary's share of my Trust shall be deemed unavailable for purposes of qualifying for or maintaining any public or private support benefits or services, regardless of whether the beneficiary is actually entitled to such benefits or services, and if this is not sufficient to cure any deficiency then the Special Needs Beneficiary's share shall be deemed to have failed and my Trustee shall distribute the principal and accrued income of such share in accordance with the paragraph that follows. 

**h. Payment and Distributions on Termination of Discretionary Trust**

In the event a share for a Special Needs Beneficiary is terminated subject to the paragraph immediately above, my Trustee shall distribute the remaining principal and accrued income of such share to the Special Needs Beneficiary's siblings, per stirpes. If the Special Needs Beneficiary has no then living siblings but has living descendants who are of the age of majority, my Trustee shall distribute the remaining principal and accrued income of such share to such descendants of the Special Needs Beneficiary, per stirpes. If the Special Needs Beneficiary has no living descendants who are of the age of majority, my Trustee shall distribute the remaining principal and accrued income of such beneficiary's share to my then living descendants, per stirpes. If I have no then living descendants, my Trustee shall distribute the balance of the Special Needs Beneficiary's share of my Trust as provided in the paragraph that follows. It is my hope, wish and desire that any beneficiary under this paragraph will use any distribution received hereunder to provide for the supplemental needs, as defined above, of the Special Needs Beneficiary. 

**i. Payment and Distributions on Death of Beneficiary**

Unless terminated under the paragraphs immediately above, or by the exhaustion of the corpus, the Special Needs Beneficiary's share of my Trust shall terminate upon such beneficiary's death. My Trustee may pay the expenses of such beneficiary's last illness and funeral, and all administrative expenses relating to such beneficiary's share, including reasonable attorney's and accountant's fees, if, in my Trustee's discretion, other satisfactory provisions have not been made for

the payment of such expenses. My Trustee shall divide and distribute, free of trust, the balance of the Special Needs Beneficiary's share into as many shares of equal value as there are then surviving children of the beneficiary, if any, plus one share for each deceased child of such beneficiary leaving descendants then surviving, each of said descendant's interests to be determined per stirpes. Should there be no children or descendants of the beneficiary then surviving, my Trustee shall divide and distribute, free of trust, the balance of the beneficiary's share into as many shares of equal value as I have then surviving children, if any, plus one share for each of my deceased children leaving descendants then surviving, each of said descendant's interests to be determined per stirpes. Should I have no children or descendants then surviving, the Special Needs Beneficiary's share shall terminate and my Trustee shall distribute the balance of the beneficiary's share according to the provisions of Article Eight of my Trust.

### **Section 3. Life Insurance**


Notwithstanding anything to the contrary contained in my Trust Agreement, with respect to any policy of life insurance owned by me or being held in my Trust, I shall retain, during my lifetime, all incidents of ownership with respect to such policies (including, but not limited to, all rights and powers to sell, transfer, assign or hypothecate such policies or any of them, to change the beneficiary of any policy, to borrow any sum from the insurer or from any other person and to assign any policy to such lender, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of said policies). Any other person on whose life such policies are held ("Insured") shall have no incidents of ownership with respect to such policies only by reason of being an Insured with respect to such policies and shall not act as the Trustee of such policies.

My Trustee may pay any net amount of premium, assessment or other charge, after deducting any dividend or other credit against the charge, on any life insurance policy of which my Trust is the owner, that is required to keep it a binding insurance contract, such amounts to be charged against the income or principal of my Trust Estate. In the event that my Trustee intends not to pay any premium, assessment or other charge with respect to any policy held by my Trustee, or otherwise intends to cancel, convert or substantially modify any such policy, my Trustee shall first give the insured, or the fiduciary of the person of an insured under disability, at least fifteen (15) days advance written notice of my Trustee's intention to take such action. Such policies shall be governed as follows:

#### **a. Trust as Beneficiary**

With respect to any policy of life insurance which designates my Trust as a primary or contingent beneficiary in any manner:

1. My Trustee shall have no responsibility, with respect to any policy, for the payment of premiums, notification of premiums due, or for any action required to keep any policy in force.

2. On receipt of proof of death of any Insured and on obtaining possession of an insurance policy, my Trustee shall use reasonable efforts to collect all sums payable under policy terms. All sums received shall be principal of my Trust Estate, except for interest paid by the insurer, which shall be income. Subject to any contrary provision in the beneficiary designation of any policy, all sums payable under any policy shall be allocated to the trusts created hereunder based on the ownership of the policy immediately before the Insured's death;
3. My Trustee shall have full power to compromise, arbitrate or otherwise adjust any claim, dispute or controversy arising under any policy, and shall have authority to initiate, defend, settle and compromise any legal proceeding necessary, in my Trustee's opinion, to collect the proceeds of any policy. My Trustee shall not be obligated to engage in litigation to enforce the payment of any policy unless my Trustee is indemnified to its satisfaction against any resulting expenses and liability; and
4. My Trustee's receipt of payment for policy proceeds to any insurer shall be considered to be full discharge, and the insurer shall not be under any duty to inquire concerning the application of policy proceeds by my Trustee. 

**b. Simultaneous Death**

Notwithstanding anything in my Trust Agreement to the contrary:

1. Where the Insured and the beneficiary in a policy of life or accident insurance have died and there is no sufficient evidence that they have died other than simultaneously, the proceeds of the policy shall be distributed as if the Insured had survived the beneficiary; and
2. Where the owner and the Insured in a policy of life or accident insurance have died and there is no sufficient evidence that they have died other than simultaneously, the policy shall be distributed as if the Insured had survived the owner.

**c. Purchase of Additional Insurance**

My Trustee may apply for and receive life insurance on the life of any beneficiary under my Trust.



#### **Section 4. "S" Corporation Stock**


Notwithstanding any other provisions of my Trust Agreement, my Trustee shall not allocate any Subchapter "S" Corporation Stock (as defined by Section 1361 et. seq. of the Code) held in my Trust Estate at my death, to the extent possible, to any trust or trust share created under my Trust Agreement which would have the effect of causing the "S" Corporation status to be terminated because the trust or the trust share was not a qualified Subchapter "S" shareholder, or was not a Qualified Subchapter "S" Corporation Trust ("QSST"), as defined at Section 1361 of the Code, as amended. In furtherance of the above, it is my intention that my Trustee shall have the right, in my Trustee's sole discretion (but keeping in mind my dispositive wishes as set forth elsewhere in my Trust Agreement), to bifurcate any and all trusts created hereunder, at any time or from time to time after my death, to create trusts which hold "S" Corporation stock and shall at all times be classified as QSSTs within the meaning of Section 1361 of the Code and the corresponding provisions of state law. The above provisions may be limited as set forth in Section 8 of Article Three of my Trust Agreement.

To that end, all such QSSTs shall be subject to the following rules:


- a. During the life of the current income beneficiary there shall be only one income beneficiary of a QSST;
- b. Any principal distributed during the life of the current income beneficiary may be distributed only to such beneficiary;
- c. The income interest of the current income beneficiary in the QSST shall terminate on the earlier of such beneficiary's death or the termination of the QSST;
- d. Upon termination of the QSST during the life of the current income beneficiary, the QSST shall distribute all of its assets to such beneficiary; and
- e. All of the income (within the meaning of Section 643 (b) of the Code) shall be distributed (or shall be required to be distributed) currently to one individual who is a citizen or resident of the United States of America.

My Trustee, in his or her discretion, may, in the alternative, attempt to exchange, sell, or convey such stock to such persons or entities who would not cause the "S" Corporation election to be revoked or terminated for any reason attributable to that person's or entity's ownership of such stock and the proceeds or property received from such exchange, sale, or conveyance shall then be applied in accordance with the provisions of my Trust Agreement. It is further provided that, notwithstanding this paragraph, my Trustee shall hold, administer, and dispose of any and all of my Trust Estate such that the continuation of the "S" Corporation election shall be of secondary consideration in deference to my primary intent that the total value of my Trust Estate distributed under the terms of my Trust Agreement be maximized to the extent possible, considering all income tax, estate tax, and any other taxes or expenses that could potentially diminish the value of such Trust Estate.

## **Section 5. The Rule Against Perpetuities**

Notwithstanding any other provision of my Trust Agreement, unless sooner terminated or vested in accordance with other provisions of my Trust Agreement, all interests in the Trust Estate not otherwise vested, including, but not limited to, all trusts and powers of appointment created hereunder, shall terminate: (i) one day prior to twenty-one years after the death of the last survivor of the group composed of: 1) those beneficiaries described herein, 2) my descendants living on the date of my death (or such other date my Trust becomes irrevocable), and 3) me, or (ii) if longer, the maximum period or term as may be authorized under the laws of the state identified in the Governing State Law Section of this Article or such other jurisdiction whose laws are applicable to my Trust. At that time, distribution of all principal and all accrued, accumulated, and undistributed income shall be made to the persons (or their representatives as authorized herein) then entitled to distributions of income or principal and in the manner and proportions herein stated, irrespective of their then attained ages. 

## **Section 6. Spendthrift Protection**





To the fullest extent permissible by law, no interest in the principal or income of any trust created hereunder shall be anticipated, assigned, encumbered or subject to any creditor's claim or to legal process prior to its actual receipt by the beneficiary. Notwithstanding any provision herein to the contrary, this Section shall not apply to Qualified Disclaimers (as defined in Section 2518 of the Code) made by any beneficiary as to his or her interest in my Trust. Except as herein otherwise expressly provided, all income or principal to be paid to any beneficiary shall be paid by my Trustee directly and only to such beneficiary, to the Legal Representative of such beneficiary, or, where authorized, applied for the benefit of such beneficiary. If any creditor or other claimant attempts, by any means, to subject to the satisfaction of the claim of such creditor or claimant the interest of any beneficiary to receive income or periodic payments from principal or income, or both, then notwithstanding any other provisions herein, and in the absolute discretion of my Trustee, my Trustee may suspend such beneficiary's payments from my Trust. 

## **Section 7. Incapacity and Competency**

A person shall be considered incapacitated only after such a finding from a court of competent jurisdiction. To the extent a trustee is prevented by state law from exercising a power or powers granted to such trustee under my Trust Agreement, the Successor Trustee shall have the power to exercise such power or powers, provided such power is not a general power of appointment if held by a Successor Trustee. If a Successor Trustee is prevented from exercising a power or powers because such power or powers would constitute a general power of appointment, the Special Co-Trustee appointed under the provisions of Section 8 of Article Three shall exercise such denied power or powers. The term "incapacity" is intended to be interchangeable with the terms "disability" and "incompetency." The term "competent" in my Trust Agreement refers to a person who is not incapacitated.

## Section 8. Income and Principal Payments

Unless prohibited by state law or a court of competent jurisdiction and other than as directed in the Special Needs Provisions of this Article, all payments of income or principal shall be made in such of the following ways as my Fiduciary determines appropriate:

- a. To each respective beneficiary in person upon his or her personal receipt;
- b. Deposited in any bank to the credit of such beneficiary in any account carried in his or her name or jointly with another or others;
- c. To the parent or Legal Representative of the beneficiary; 
- d. To a Custodian under a Uniform Transfers to Minors Act or Uniform Gifts to Minors Act selected by my Trustee for such period of time under applicable law as my Trustee determines appropriate; 
- e. To some near relative, friend or institution having primary responsibility for the care and custody of the beneficiary; 
- f. By my Trustee using such payment directly for the benefit of such beneficiary; or 
- g. To the Trustee of any revocable trust of which the beneficiary is me.

## Section 9. Limit on Trustee's Discretion

Notwithstanding any other provision in my Trust Agreement except for a general power of appointment specifically provided for under Article Seven, no individual Trustee who is also a beneficiary hereunder ("Trustee-beneficiary") shall have any right, power, duty or discretion concerning my Trust Estate if such right, power, duty or discretion conferred upon such Trustee-beneficiary under my Trust Agreement would constitute a general power of appointment under Code Sections 2041 or 2514 that would cause any assets of my Trust Estate to be included in the estate of such Trustee-beneficiary. Any such right, power, duty or discretion with such effect shall be null and void with respect to such Trustee-beneficiary. No Trustee who is under a legal obligation to any beneficiary of my Trust Agreement or other person shall under any circumstances partake in any decisions relating to any discretionary distributions of income or principal of my Trust Estate that can be used to discharge any such legal obligation of such Trustee.

If, however, such powers may be possessed without violating the restrictions imposed by my Trustee acting jointly with the Special Co-Trustee appointed under the provisions of Section 8 of Article Three, then my Trustee may possess those powers and authorities without violating this Section. Such Special Co-Trustee shall act jointly with my Trustee whenever the joint possession of a power or authority would not violate the restrictions imposed by this Section. Such Special Co-Trustee shall act alone whenever only sole possession of a power or authority would not violate the restrictions imposed by this Section.

## **Section 10. Disclaimer by Beneficiary**

Any beneficiary under my Trust Agreement shall be entitled to disclaim all or any portion of such beneficiary's interest in my Trust.

## **Section 11. Captions**

The captions of Articles, Sections and Paragraphs used in my Trust Agreement are for convenience of reference only and shall have no significance in the construction or interpretation of my Trust Agreement.

## **Section 12. Severability**

Should any of the provisions of my Trust Agreement be, for any reason, declared invalid, such invalidity shall not affect any of the other provisions of my Trust Agreement, and all invalid provisions shall be wholly disregarded in interpreting my Trust Agreement.

## **Section 13. Statutory References**

Unless the context clearly requires another construction, each statutory reference in my Trust Agreement shall be construed to refer to the statutory section mentioned, related successor sections, and corresponding provisions of any subsequent law, including all amendments.

## **Section 14. Survivorship**

### **a. Simultaneous Deaths**

For purposes of my Trust Agreement, if any beneficiary under my Trust Agreement and I die under circumstances in which the order of deaths cannot be established, I shall be deemed to have survived the beneficiary, and my Trust Agreement shall be construed accordingly.

## **Section 15. Gender and Number**

In my Trust Agreement, where appropriate, except where the context otherwise requires, the singular includes the plural and vice versa, and words of any gender shall not be limited to that gender.

## **Section 16. Governing State Law**

My Trust Agreement and the trusts created under it shall be construed, regulated and governed by and in accordance with the laws of the State of Minnesota.

## **Section 17. Reliance on Affidavit or Certificate of Trust**

Any person may act in reliance upon a properly issued Affidavit or Certificate of Trust reflecting the relevant terms of my Trust Agreement without risk or incurring any liability to the Trustor, my Trustees or the beneficiaries of my Trust.

## **Section 18. Definitions**

The following terms as used in my Trust Agreement are defined as indicated:


### **a. Beneficiary Designation**

The term "Beneficiary Designation" means any document executed by me that affects the manner of payment of amounts held in a plan (of whatever type) subject to the distribution rules of Section 401(a)(9) of the Code, any commercial annuity or any similar deferred payment arrangement, or life insurance contract.

### **b. Business Judgment**

The term "Business Judgment" means that the fiduciary acted on an informed basis, in good faith, and with the honest belief that his or her actions are in the best interest of my Trust and its beneficiaries.

### **c. Child, Children and Descendants**


The terms "child" or "children" mean blood descendants in the first degree of the parent designated; and "descendants" means the blood issue, in any degree, of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent or parents, and such adopted child and his or her issue shall be considered 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. The terms "child," "children," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the blood descendant, in the appropriate degree, of the ancestor designated even though such descendant is born after the death of a parent. Notwithstanding the preceding provisions of this Section, the terms of Article One may exclude certain descendants from being treated as such hereunder by restricting the availability of Trust benefits. 

### **d. Code**

The term "Code" means the Internal Revenue Code of 1986, as amended from time to time. The terms "Income in Respect of a Decedent," "Gross Estate," "Taxable Estate," "Exclusion," "Disclaimer" and any other terms that, from the context in which they are used, refer to the Code shall have the same meaning as such terms have for the purposes of applying the Code to my Trust Agreement.

**e. Death Taxes**

The term "Death Taxes" means all inheritance, estate, succession and other similar taxes that are payable by any person on account of that person's interest in the estate of the decedent or by reason of the decedent's death, including penalties and interest, but excluding the following:

1. Any additional tax that may be assessed under Sections 2032A of the Code; and
2. Any federal or state tax imposed on a generation-skipping transfer, as that term is defined in the federal tax laws, unless that generation-skipping transfer tax is payable directly out of the assets of a trust created by my Trust Agreement. 

**f. Education**

The term "education" shall be given broad interpretation and may include, but not be limited to:

**1. High School**

Education at public or private elementary, middle, junior high or high schools, including boarding schools;

**2. College**

Undergraduate and graduate study in any and all fields whatsoever, whether of a professional character in colleges or other institutions of higher learning;

**3. Specialized Training**


Specialized formal or informal training in music, the stage, handicrafts, the arts, or vocational or trade schools, whether by private instruction or otherwise; and

**4. Other Educational Activities**


Any other activity including foreign or domestic travel that shall tend to develop fully the talents and potentialities of each beneficiary regardless of age.

**g. Family Access Trust**

The term "Family Access Trust" shall mean a trust designed to give the beneficiary liberal access to the income and principal of the trust while preserving

the separate property character of an inheritance of a beneficiary, thereby affording the beneficiary a degree of asset protection in the event the beneficiary becomes involved in a legal separation, marital dissolution or divorce proceeding. 

**h. Family Sentry Trust**

The term "Family Sentry Trust" shall mean a third party fully discretionary spendthrift trust designed to provide maximum protection from the creditors of the trust beneficiary as well as from divorcing spouses. The trust is known as a Family Sentry Trust because of these asset protection features. 

**i. For Cause**

The term "for cause" means and includes any material act or omission to act by a trustee or other fiduciary constituting ordinary negligence, gross negligence, self-dealing, or intentional fraud. The term "material" identifies a significant monetary damage to my Trust or to any beneficiary of my Trust as the result of the act or omission to act by a trustee or other fiduciary constituting ordinary negligence, gross negligence, self-dealing or intentional fraud. The term "material" does not include incidental or insignificant monetary damage to my Trust or a trust beneficiary; monetary damages realized by someone who is not a beneficiary of my Trust; nor an intangible loss or damage that cannot be valued under the fair market valuation standards of the tax laws of the United States of America.

**j. Heirs at Law**

References to "heirs at law" mean individuals who are living at the time when property is directed to be distributed to them. Those individuals' identities and the shares of the distributable property that they each receive shall be determined under the intestacy laws of the State of Minnesota which then govern the distribution of the personal property of a resident dying at such time, without creditors, and owning only the distributable assets.

**k. Investment Trustee**

The Investment Trustee serves in the capacity of a Co-Trustee with regard to any trust in which an Investment Trustee is named. The sole role of the Investment Trustee is to make investment decisions with regard to the sub-trust assets. The Investment Trustee is a fiduciary and is bound by the duties and liabilities of a Trustee dealing with investments as more fully described in Section 1 of Article Ten of my Trust Agreement. The Investment Trustee holds none of the daily administrative and distributive powers over the sub-trust. These powers remain with my Trustee.


**l. Personal Representative**

The term "Personal Representative" means executor, executrix, administrator, or administratrix. The term Legal Representative shall include Personal



Representative, conservator, guardian, custodian or an agent under a power of attorney for property.


**m. Per Stirpes**

In every case in which a disposition of an interest is to be made to the descendants of a person "per stirpes," it is intended that such disposition shall be made in accordance with the principle of representation. This principle, in relation to my Trust Agreement, means that whenever property is to be distributed to the descendants of a person, such property shall be divided into as many shares as there are, at the time of disposition, then living descendants in the nearest degree of kinship to such person and then deceased descendants in the same degree who left descendants who are then living; each then living descendant in the nearest degree receiving one share, and one share for each then deceased descendant in the same degree, being further subdivided among his or her descendants in the same manner. 

**n. Trust Estate**

The term "Trust Estate" means all of the property, real and personal, intangible and tangible, which has been transferred to my Trustee, whether or not listed on any Schedules.

**o. Trustee's Discretion**

The term "discretion" with regard to a Trustee means such Trustee's sole but reasonable judgment. In exercising any discretionary power with respect to my Trust, my Trustee shall, at all times, act in accordance with fiduciary principles and shall act reasonably under the circumstances and not in bad faith or in disregard of the purposes of my Trust. 

**p. Trustor**

The term "Trustor" shall be interchangeable with the terms "settlor," "grantor," "donor" or other similar terms.

**Section 19. No Contest Clause**

Notwithstanding the "Resolution of Disputes" provisions under Section 8 of Article Three of my Trust, if any devisee, legatee, or beneficiary under my Trust, or any amendment thereto, no matter how remote or contingent such beneficiary's interest appears, or any of my legal heirs, or any person claiming under any of them, directly or indirectly, does any of the following, then in that event I specifically disinherit such person or persons, and all such legacies, bequests, devises and interests given to such person or persons under my Trust, or any amendment thereto, or any other Trust document created by me at any time, shall be forfeited and shall be distributed as provided elsewhere herein as though such person or persons had predeceased me without issue:



- a. Unsuccessfully challenges the appointment of any person named as a trustee in my Trust Agreement, or any amendment thereto, or unsuccessfully seeks the removal of any person acting as a trustee;
- b. Objects in any manner to any action taken or proposed to be taken in good faith by my Trustee under my Trust Agreement, or any amendment thereto, whether my Trustee is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
- c. Objects to any construction or interpretation of my Trust Agreement, or any amendment thereto, or to the provisions of either, that is adopted or proposed in good faith by my Trustee, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
- d. Claims entitlement to (or an interest in) any asset alleged by my Trustee to belong to the Probate or Trust Estate, whether such claim is based upon a community or separate property right, Marvin rights, a contract or other right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
- e. Files a creditor's claim against the assets of the Probate or Trust Estate and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
- f. Attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on my life or any designation of beneficiaries for any pension plan, Keogh, SEP, or IRA, (other than myself);
- g. In any other manner contests my Trust Agreement, or any amendment thereto, executed by me, or in any other manner, attacks or seeks to impair or invalidate any of my Trust's provisions; or
- h. Conspires with or voluntarily assists anyone attempting to do any of the above acts.

Expenses to resist any above contest or other attack of any nature upon any provision of my Trust Agreement, or any amendment thereto, shall be paid from the trusts created hereunder as expenses of administration.

In the event that any provision of this Section is held to be invalid, void, or illegal, the same shall be deemed severable from the remainder of the provisions in this Section and shall in no way affect, impair, or invalidate any other provision in this Section. If such provision is deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

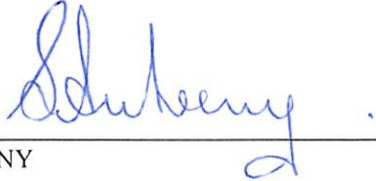
The authority of the Special Co-Trustee appointed under Section 8 of Article Three to resolve disputes between Co-Trustees, beneficiary and Trustee, and among beneficiaries in no way nullifies the provisions of this Section. The provisions of this Section shall not apply to any disclaimer by any person of any benefit under my Trust Agreement, or any amendment thereto.

# Execution

I have executed my Trust Agreement on the date set forth on the first page of my Trust Agreement.

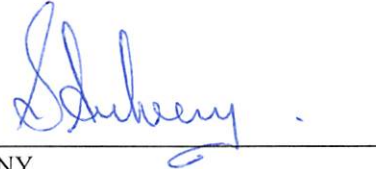
I certify that I understand my Trust Agreement and that it correctly states the terms and conditions under which my Trust Estate is to be held, managed and disposed of by my Trustees. I approve this revocable living trust in all particulars and request my Trustees to execute it.

Truster:



SMEETA ANTONY

Trustee:



SMEETA ANTONY

STATE OF MINNESOTA

)

SS

COUNTY OF HENNEPIN

)

This instrument was acknowledged before me on November 29, 2018 by SMEETA ANTONY.

  
\_\_\_\_\_  
Officer's Signature

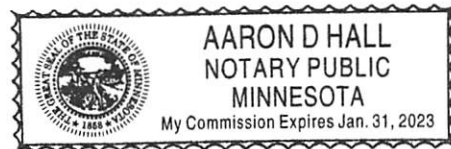
My Commission Expires: Jan. 31, 2023

Notary Public

\_\_\_\_\_  
Title

Prepared by:

Aaron Hall, Attorney  
Aaron Hall PC  
3572 117th Ln NE  
Minneapolis, MN 55449  
612-466-0040 (direct/cell)  
aaron@aaronhall.com

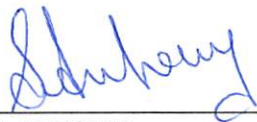


**Schedule A**

**Property of SMEETA ANTONY**

Trustee(s) accept(s) the property listed on this Schedule A as Trustor's Property.

Signed: November 29, 2018



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SMEETA ANTONY