**FIRST AMENDMENT AND RESTATEMENT**

**OF THE**

**SMEETA ANTONY LIVING TRUST**

This First Amendment and Restatement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2019, of my Trust is made between, Smeeta Antony, as Settlor (“Settlor”) and as Trustee (“Trustee”) of my trust, the SMEETA ANTONY LIVING TRUST, dated November 29, 2018.

**RECITALS**

1. *Transfer of Assets.* I, the Settlor, have transferred certain property to myself, as Trustee, contemporaneously with establishing my Trust, the receipt of which I, as the Trustee, acknowledge; and

2. *Governing Provisions.* All property transferred or devised to the Trustee is to be administered and distributed as provided in this Agreement.

3. *Identification of Trust*. My Trust may be referred to as the:

SMEETA ANTONY LIVING TRUST, dated November 29, 2018

or by such other name as the Trustee shall designate from time to time.

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

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**ARTICLE ONE
RESERVATION OF RIGHTS**

1. I reserve the following rights, to be exercised (except as otherwise specified) without the consent or participation of any other person.

 1.1 *Reserved Powers.* Unless I am incapacitated (as defined in section 7.1.13), I may exercise the following rights:

1.1.1 *Amendment and Revocation.* To amend, in whole or in part, or to revoke this trust in writing delivered to my trustees, provided that the making of a written list disposing of tangible personal property shall be a valid and effective amendment as to the items of tangible personal property on such list only, even though not delivered to the Trustees. In no event shall such a list be a valid revocation of this trust.

1.1.2 *Approval of Accounts.* My approval of these accounts in writing delivered to a Trustee other than myself shall cover all transactions disclosed in these accounts and shall be binding and conclusive as to all persons.

1.1.3 *Investment of Trust Assets*. To direct the Trustee as to the retention, acquisition, or disposition of any Trust Assets in writing delivered to the Trustee. Any assets retained or acquired pursuant to such directions shall be retained as a part of the Trust Estate unless I otherwise direct in like writing so delivered. The Trustee shall not be liable to anyone for any loss resulting from any action taken in accordance with any such direction of mine.

1.1.4 *Powers Personal to Settlor*. The rights set forth in the Paragraph 1.1 are personal to me and may not be exercised by my attorney-in-fact, Conservator, or other legal representative.

1.2 *Addition of Assets.* To add any other property by transferring such property to the Trustee, and to add any other property by my will. The Trustee shall administer and distribute any such property as if it had been a part of the original trust estate.

1.3 *Designation of Trust as Beneficiary.* To make payable to the Trustee death benefits from insurance on my life, annuities, retirement plans or other sources. If I do so, I reserve all incidents of ownership, and I shall have the duties of safekeeping all documents, of giving any necessary notices, of obtaining proper beneficiary designations, of paying premiums, contributions, assessments or other charges and of maintaining any litigation.

**ARTICLE TWO
TRUST ADMINISTRATION
DURING MY LIFETIME**

2. The Trustee shall hold and distribute the principal and income of the Trust Estate during my lifetime as follows:

 2.1 *Distributions During Incapacity*. If I am incapacitated, the Trustee shall pay to me or for my benefit such portions of income and principal as the Trustee deems advisable. Any amount I demand shall be paid to me.

**ARTICLE THREE
TRUST ADMINISTRATION
UPON MY DEATH**

3. Upon my death, the Corporate Trustee shall make distributions from the Trust Assets, including all property that becomes distributable to the Trust at my death, as follows:

3.1 *Authorized Payments*. The Trustee must pay:

3.1.1 *General Expenses.* The expenses of my last illness and funeral, valid debts and expenses of administering my estate, including my non-probate assets; provided that no such debts and expenses shall be paid from the proceeds of any insurance, retirement plan or other asset which but for this paragraph, would be exempt from liability for such debts and expenses; [Speak to attorney about this paragraph]

3.1.2 *Estate Taxes.* Any estate taxes imposed upon my estate except to the extent paid from other sources, provided that the estate taxes paid by the Trustee shall be allocated in accordance with the directions set forth in the General Governing Provisions.

3.2 *Priority of Payments.* All payments under the preceding provisions of this Article shall be made prior to the final allocation of assets under Article Four of this instrument.

3.3 *Tangible Personal Property*. I may make one or more written lists directing the disposition of my Tangible Personal Property, and the Trustee shall distribute the property described in such list or lists as directed. To be given effect, a list must be signed by me or in my handwriting. It must describe an item or items of Tangible Personal Property and the intended recipient with reasonable certainty. In the case of any inconsistent dispositions, the most recent disposition shall control. If no such list is found within 60 days after my death, any dispositions made by such a list shall abate to the extent that the Trustee has distributed or disposed of such property. The Trustee shall distribute all Tangible Personal Property not effectively disposed of by any such list in equal shares to my children who survive me. For purposes of this paragraph, “Tangible Personal Property” means tangible property other than interests in real estate, evidences of indebtedness, securities, insurance, property used in a trade or business and money (but excluding any coin or currency collection).

**ARTICLE FOUR
ALLOCATION OF REMAINING
TRUST ASSETS**

4. The Trust Successor shall distribute all the trust assets not effectively distributed under the preceding provisions of this Agreement, including any property that becomes distributable to my Successor at my death, as follows:

4.1 *Division of Remaining Assets.* The Trustee shall divide the remaining trust assets into equal shares, one for each child who survives me and has met the education criteria and terms of the trust as articulated in section 4.2, and one for each child who does not survive me but who has descendants who survive me provided the non surviving child has met the specific education terms of the inheritance as articulated in section 4.2. Descendants of any child that has not met the terms of the inheritance regardless of the age of death will not receive any shares within the trust.

4.2 *Separate Accounts for Children.* Each share allocated for a living child of mine shall be administered and distributed as a separate account as follows:

4.2.1.1 *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 35, unless my daughters elect to cover the costs of the website themselves.

4.2.1.2 *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 with a focus on Science and Technology, 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.

4.2.1.3 *Distributions to Child.* Unless at least one daughter is diligently pursuing the education degrees provided in section 4.2.1.2 by the age of 35, all funds remaining in trust shall be distributed outright as outlined in section 4.4. named the Ultimate Tragedy Provision Section. 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 share, up to the whole thereof. If one daughter fulfills these education requirements and the other does not by age 35, the share of the daughter who does not fulfill these requirements shall be distributed as outlined in section 4.4. named the Ultimate Tragedy Provision Section. Upon such a distribution as outlined in section 4.4. or to each daughter who has met the education terms, the trust shall terminate. The administration fees or any other related to the running of the trust in the event one daughter that has completed the education requirements and the other that has not must come out of the share of the daughter who has not as yet met the education requirements.

4.2.1.5 *Distribution at Death*. If the daughter dies before the termination of the Trust and has met the education terms of the trust before the specified age that the child must complete the education terms by , the Trustee shall use the remaining ½ of the assets of the Trust, including any accrued income, which would be the deceased daughter’s share and divide it equally one share each to the deceased child’s descendants who survive the child, per stirpes, or if none, in the same manner as the residue of this trust would have been distributed if I had died immediately after the child’s death

4.3 *Separate accounts for Descendants of a Deceased Child*. Each share for a living descendant of a deceased child of mine that has met the terms of her inheritance (hereinafter “grandchild”) shall be administered and distributed into a separate mutual fund account, one per each descendant of the deceased child and held there and distributed when the descendant attains the age of 25.

4.3.3 *Distribution at Death.* If the grandchild dies before attaining age 25 and the trust has not yet terminated, the Trustee shall distribute the remaining assets of the Trust, including any accrued income, to the other grandchildren who survive the grandchild, per stirpes, or if none, in the same manner as the residue of this trust would have been distributed if I had died immediately after the grandchild’s death.

4.4 *Ultimate Tragedy Provision.*

*4.4.1*

Any interest in the Trust Assets not effectively distributed by the preceding provisions of this Agreement shall be distributed outright to the Cyber Law Clinic based at Harvard’s Berkman Klien Center for Internet and Society. The successor must then sign a contract with the Cyber Law Clinic to name a section of the cyber law clinic library to be the Smeeta Antony Living Trust - Fight Against Cyber Crime and to name the resources purchased with the donated funds to state donated by the Smeeta Antony Living Trust – Fight Against Cyber Crime. The Cyber Law Clinic must in addition commit to defending my daughters Raeanna Raghavan and Renelle Raghavan free of cost or charge should they ever need any services from the Cyber Law Clinic. If in any circumstance should either of them find themselves to be victims of cyber crime the cyber law clinic must render services of a lawyer to defend them in court on a probono basis absolutely free of charge.

*4.4.2*

The Trust successor must determine if there are sufficient funds to fund 2 scholarships at the Harvard Law Program with a specialization in Science and Technology with a focus and work thru the Cyber Law Clinic Program based at Harvard’s Berkman Klien Center for Internet and Society and if not at least one full scholarship. In the event that there are insufficient funds to fund at least one scholarship the remaining funds are to be distributed outright to the Cyber Law Clinic based at Harvard’s Berkman Klien Center for Internet and Society. If funds are distributed outright to the Cyber Law Clinic a contract must be established as outlined in section 4.4.1. If there are sufficient funds to fund at least one scholarship the successor must then sign a contract with the law student that the scholarship is awarded, to ensure that the student upon becoming lawyer will practice cyber law for at least 5 years with a focus on defending victims of cyber crime predominantly youth and women and in the event that the student does not complete his or her end of the contract that the student will not only return every penny spent on the scholarship but will also return any penny spent on recovering the monies paid to the law student. The successor must in addition determine the administrative costs that will be needed to establish such a contract with the law student and also the cost of establishing a contract with the collections agency. The contract with the collections agency must specify that the collections agency will be paid when the money is recovered or if there is an opportunity to sell the debt that the law student owes to a collection agency outright administrative costs to find such a collection agency and to write such a contract must be factored in. If there is sufficient funds to fund at least one scholarship and the additional administrative costs, funds must be distributed over the 9 year period and if there is insufficient funds to fund at least one scholarship plus the additional administrative costs the remainder funds should be distributed outright to the Cyber Law Clinic based at Harvard’s Berkman Klien Center for Internet and Society. If funds are distributed outright to the Cyber Law Clinic a contract must be established as outlined in section 4.4.1.

**ARTICLE FIVE
TRUSTEE SELECTION**

5. The Trustee shall be appointed, removed and replaced as follows:

5.1 *Appointment of* Trustees. Unless I am incapacitated, only I the Trustor and the Trustee reserve the power to remove any Trustee and to appoint a successor or additional Trustee.

5.2 *Cessation of Service as Trustee in the Event of Incapacity.* If I am incapacitated (as defined in section 7.1.13), I shall cease to be a Trustee.

5.3 *Appointment of Trustees in the Event of Death or Incapacity*. Upon my death or during any period when I am incapacitated:

5.3.1 *General Trust Estate.* I appoint, to serve as Trustee, a Corporate Trustee as designated in my notes kept with this Trust, which I may update from time to time. To be given effect, such designation must be signed by me or in my handwriting. In the case of any inconsistent designation, the most recent designation shall control. If no such designation is found within 60 days, the trust assets shall be liquidated by a court of competent jurisdiction and shall be distributed as outlined in section 4.4. named Ultimate Tragedy Provision.

5.3.3 *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.

5.3.4 *Rights and Limitation of Liability.*  A trustee may only be removed by her own withdrawal or by a court.

5.4 *Singular Includes Plural.* References in the singular to a Trustee include all Trustees empowered to act with respect to a Trust.

**ARTICLE 5-A
TRUST PROTECTOR**

5-A. The function of the Trust Protector (also referred to as “Successor Trustee”) is to protect the financial resources controlled and governed by my Trust and the interests of the beneficiaries.

### Appointment of Successor Trustee

The following Successor Trustee is appointed:

 Security Bank & Trust Co.

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### Qualifications of A Successor Trustee

A candidate for service as Successor 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 a prohibited person. It is further provided and required that the Successor 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 Successor Trustee. The responsibilities of the Successor Trustee shall be limited to the exercise of the power, duty, or discretionary authority as provided throughout my Trust Agreement.

### Special Fiduciary Authority of Special Co-Trustee

In addition to the authority specifically given to the Successor Trustee under various provisions throughout my Trust Agreement, the Successor Trustee will have the authority to perform any one or more of the following functions to the extent that the discretionary authority of my Successor Trustee to perform a function might not constitute an act of self-dealing or might not jeopardize the tax status of my Trust.

### Amendment Powers

#### In the event where neither of my children have met the education criteria of the trust by age 35, the trust successor or protector must evaluate the assets remaining in the trust to determine if there are sufficient funds to fund 2 scholarships at the Cyber Law Clinic at the Harvard Law School and to pay trust administrative fees for an additional 9 years, i.e. 4 years for a Juris Doctorate Degree and 5 years of practice. In the event that there are insufficient funds the remainder of the assets are to be donated to the Cyber Law Clinic at the Harvard Law School.

Evaluation for enough assets must be determined by the Trust Successor or Protector in the event of any change in taxation laws or any law that impacts the money spent by the Trust each year in administrative and maintenance fees which in turn impacts the number of years that the trust may be left functioning. In case where any change in the law sufficiently impacts the funds remaining in the trust where the trust cannot be left open and functioning till my 2 daughters are of age 35, then the trust protector or successor must file for an amendment to the trust with the court and show the court that there are simply not enough funds to leave the trust open and that the court must allow the trust protector or successor to donate the remaining assets to the cyber law clinic at the Harvard Law School. A filing with the court may be avoided if both my daughters are willing to sign off the remainder assets to the cyber law clinic at the Harvard Law School.

### Consultation

My 2 daughters must have the authority to consult with the Trust Successor or Protector as to any matter relating to the investment of assets, 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. The Trust Successor will not be liable for any act or omission to act if acting according to the written instructions of this trust instrument.

### Accounting and Transaction Reports

My 2 daughters 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 Trust Successor.

### Resolution of Disputes

The Trust Successor may unilaterally resolve any dispute, claim or conflict between my 2 daughters, including those who have, a present or future interest in the trust assets. 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 Trust Successor for resolution together with detailed supporting information and a detailed supporting memorandum of law. In the event the Trust Successor finds the supporting information or memorandum of law insufficient, the Trust Successor may request such additional information as the Trust Successor reasonably feels necessary to resolve such claim. The Trust Successor may employ, and may act upon the advice of, legal counsel in making a resolution of any issue of fact and law. The Trust Successor may submit the claim or dispute for mediation and/or binding arbitration. Subsequent to his or her review, the Trust Successor may give any claimant the authority to file and maintain an action in a court of law. Whenever a dispute, conflict, or claim involves an interpretation or construction of my Trust Agreement, the Trust Successor may file an action in a court of competent jurisdiction for the interpretation and construction of such Trust Agreement, or the Trust Successor may instruct my beneficiaries to do so.

### Business Judgment

The Trust Successor is not permitted nor authorized to exercise "Business Judgment" in the course of service in the capacity of Trust Successor. The Trust Successor may only make decisions especially when it comes to impacting the assets of the trust that are unanimously supported by my daughters. The Trust Successor 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 Trust Successor unless it is conclusively established that the Trust Successor’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 beneficiaries will likewise apply in limiting the liability of the Trust Successor.

### Authority of Successor Special Co-Trustee

A Successor Trustee will have all of the authority and duties established within the contract at the time of appointment with the corporation selected to manage/administer the trust, but will not be responsible for the acts, or omissions to act, of his, her, or its predecessor.

### Compensation

A Trust Successor may receive compensation in the form of administrative fees established as part of the contract at the time of appointment as an expense of Trust Administration.

Bond

Unless otherwise required in written articles of appointment, the Trust Successor will serve without the requirement of bond or other security.

**ARTICLE SIX**

**FIDUCIARY PROVISIONS**

6. The Trust Successor may exercise the powers given to the Trust Successor during the term of trust and during such time after the termination of trust as is reasonably necessary to distribute the trust assets.

 6.1 *Additional Provisions.* The following provisions apply to the exercise of all fiduciary functions under this agreement.

6.3.1 *Waiver of Bonds*. No bond or other indemnity shall be required of any successor appointed under this instrument.

6.3.2 *Custody of Assets*. The Trust Successor serving, shall have custody of all assets, handle receipts and disbursements, and prepare accountings.

6.3.6 *Approval of My Accounts*. If I am incapacitated or deceased, the Trust Successor may own the accounts as enlisted on the written lists that is intended to be an addendum to this trust instrument. My 2 daughters have the right to object to any account that might be enlisted or that might have failed to be enlisted within 90 days after the Trust Successor has owned the administration of the accounts in writing delivered to the trust successor which shall constitute a valid and effective action on behalf of the Trust Successor as outlined in the Resolution of Disputes Section as outlined in this Trust Instrument.

6.3.8 *Change of Trust Situs.* Only Smeeta Antony may transfer the situs of the administration of any trust from Minnesota to another jurisdiction or elect to have the governing law of this instrument be the law of such other jurisdiction.

6.3.9 *Limitations of Discretion of Beneficiary Acting as Trustee.* Despite any other provision of this instrument to the contrary, no beneficiary other than me who is also a Trustee may participate, as a Trustee, in any discretionary decision to withhold or distribute income or principal to such beneficiary.

6.4.1 *Provisions Applicable to All Trusts.* The following provisions shall apply to all trusts administered under this instrument:

6.4.1.1 *Required Minimum Distributions.* The Trustee/Trustor shall make all distribution elections permitted under the applicable plan document or Retirement Account agreement in a manner which will ensure that annual distributions from the Retirement Account to the recipient trust will not be less than the amount required under section 401(a)(9) of the Internal Revenue Code.

6.4.1.2 *Discretionary Distributions.* The Trustee/Trustor may direct the Custodian of the Retirement Account to make such additional distributions from the Retirement Account to the recipient trust as are permitted under the applicable plan document or Retirement Account agreement and as the Trustor deems advisable; provided that if the Trustor is also a beneficiary, such additional distributions may only be made as the Trustor deems necessary for the trust beneficiary’s health, education, support, or maintenance.

6.4.1.3 *Limitations.* All Retirement Account benefits held by or payable to any trust under this instrument on or after the Beneficiary Determination Date shall only be distributed to or held for the benefit of individual beneficiaries. Accordingly, the Trustee/Trustor may not, on or after the Beneficiary Determination Date, distribute any Retirement Account benefits to or for the benefit of my estate, any charitable organization, or any other non-individual beneficiary, nor may the Trustee/Trustor use any such Retirement Account benefits for payment of my debts or other claims against my estate, for expenses of administration of my estate, or for payment of any estate taxes attributable to my death. This Paragraph shall not apply to any bequest or expense which is specifically directed to be funded with Retirement Account funds.

**ARTICLE SEVEN
GENERAL GOVERNING PROVISIONS**

7. In applying the provisions of this Agreement, the following shall govern:

7.1 Definitions.

7.1.2 *Children.* “Child”:

Renelle Antonette Raghavan, born April 27th, 2006;

Raeanna Nina Raghavan, born April 27th, 2006.

All references to “my children” shall include only Renelle Antonette Raghavan and Raeanna Nina Raghavan.

7.1.4 *Survivorship.* “Surviving” or “living” with respect to any person means that if such person dies within 120 hours after my death, such person shall be deemed not to have survived me. A person in gestation at the time of an event, who is later born alive and survives for 120 hours is “living” or “surviving” at the time of such event.

7.1.5 *Trustee.* “Trustee” means an original or successor Trustee of any trust whether an individual or a corporation.

7.1.6 *Corporate Trustee.* “Corporate Trustee” means a trust company or national or state banking institution having trust or fiduciary powers that qualifies to serve as an Independent Trustee.

7.1.9 *Estate Tax.* “Estate taxes” means any estate, transfer or other death taxes that become due because of my death (including any interest and penalties imposed with respect thereto), but excluding generation-skipping taxes, and also excluding the additional estate taxes imposed by Internal Revenue Code section 2032A(c) (including any interest and penalties imposed with respect thereto).

7.1.10 *Domiciliary State Estate Taxes.* “Domiciliary state estate taxes” are the estate taxes of the state in which I am domiciled at the date of my death.

7.1.13 *Determination of Incapacity.* I am “incapacitated” only if I state in writing that I am incapacitated and that I need my successor corporate trustee that I have chosen and appointed to assume all administrative duties of my trust. When I am incapacitated, I shall cease to be a Trustee and the named successor corporate Trustee shall assume the duties of Trustee. Any reference to my “incapacity” refers to a period while I am “incapacitated.”

7.1.14 *Financial Dependent.* “Financial dependent of mine” means an individual for whom I have provided funds for support, health care, or education and who is dependent upon me for such funds.

7.1.15 *Charities.* “Charities” mean organizations that are described in section 2055(a) of the Internal Revenue Code.

7.1.16 *Tangible Personal Property.* “Tangible personal property” means tangible personal property, other than money, coin collections, and property used in a trade or business.

7.2 *Rules of Construction.* The following rules shall govern the administration of this instrument.

7.2.1 *Governing Law.* Except as altered by this instrument, and except as provided in this instrument regarding a change in the situs of administration of each trust, the law of Minnesota shall govern the meaning of this instrument and the validity, legal effect and administration of each trust. Except as otherwise provided, all references to applicable law and Minnesota Statutes are to those in force on the date of this instrument and shall incorporate any amendments and successor provisions. References to the Internal Revenue Code or the Code are to the Internal Revenue Code of 1986, as amended, and references to a particular section of the Internal Revenue Code shall incorporate any amendments and successor provisions.

7.2.2 *Captions*. Captions are for convenience only and are not intended to alter any of the provisions of this Agreement.

7.2.3 *Gender and Number.* Where appropriate, the masculine includes the feminine, the singular includes the plural, and vice versa.

7.2.4 *Writing*. The requirement that a person act in “writing” requires a dated written document signed by such person.

7.3 *Protective Provisions*. Notwithstanding any other provisions of this instrument to the contrary:

7.3.1 *Intentional Omissions*. I have intentionally limited gifts to those provided in this Agreement. Any omission is intentional and not occasioned by accident or mistake.

7.3.3 *Trustee Liability Limited.* No Trustee shall be liable for the action or failure to act of any Co-Trustee or for failure to asset breaches of trust by any former Trustee. In addition, no Trustee shall be liable for any action or failure to act unless such Trustee’s action or failure to act constitutes willful wrongdoing, gross negligence, or bad faith.

7.3.4 *Spendthrift Provisions*. Neither principal or income of any trust nor any beneficiary’s interest in the trust shall be subject to alienation, assignment, encumbrance, appointment or anticipation by the beneficiary, to garnishment, attachment, execution or bankruptcy proceedings, to claims for alimony, support, maintenance, spousal election, or payment of other obligations by any person against the beneficiary, or to any other transfer, voluntary or involuntary, by or from any beneficiary; provided that the foregoing shall not restrict the exercise of any testamentary power of appointment and that any principal distributable to any beneficiary by reason of having attained a specific age shall be fully alienable by such beneficiary after attaining such age.

7.3.6 *Direct Receipts*. Insurance proceeds, retirement benefits or other assets which, but for this paragraph, would be exempt from liability for my debts or costs of administration, or death taxes which become due because of my death, shall not be used to pay such debts, costs of administration or death taxes.

7.5 *Estate Taxes*. I direct that all death taxes imposed as a result of my death shall be paid by the Trustee out of the assets passing under Paragraph 4.1 herein. Any such estate taxes shall be apportioned against the shares received by those beneficiaries entitled to receive assets under Paragraph 4.1 in proportion to the value of their respective shares.

I have executed my Trust Agreement on or as of the date appearing at the beginning of this Agreement. As Trustee, I agree to administer the assets of the trust as provided herein. 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Smeeta Antony

as Settlor and as Trustee

STATE OF MINNESOTA )
 ) ss.
COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, this instrument was acknowledged before me by Smeeta Antony.

Notary Stamp or Seal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Notary Public

Prepared by:

Aaron Hall, Attorney

3572 117th Ln NE

Minneapolis, MN 55449

612-466-0040 (direct/cell)

aaron@aaronhall.com