

**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.

**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.* To approve accounts from the Trustee (or the Personal Representative of any deceased Trustee). 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.* Unless I am incapacitated, the Trustee shall pay to me such portions of income and principal as I direct and make such other payments or distributions as I may direct.

2.2 *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.

**ARTICLE THREE
TRUST ADMINISTRATION
UPON MY DEATH**

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

3.1 *Authorized Payments.* The Trustee, if requested by the Personal Representative of my estate shall, or in the Trustee's discretion may, directly or through the Personal Representative of my estate, 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; and

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 Trustee shall distribute all the trust assets not effectively distributed under the preceding provisions of this Agreement, including any property that becomes distributable to my Trustee 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 one for each child who does not survive me but who has descendants who survive me. Each share allocated for the benefit of a deceased child of mine who has descendants surviving shall be further divided and distributed among such deceased child's surviving descendants per stirpes.

4.2 *Separate Trusts for Children.* Each share allocated for a living child of mine shall be administered and distributed as a separate trust 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 50.

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, 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 for 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. 

4.2.1.4 *Distributions to Child.* 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.

4.2.1.5 *Distribution at Death.* If the child dies before the termination of the child's Trust, the Trustee shall distribute the remaining assets of the Trust, including any accrued income, in accordance with an exercise by the child of a special power of appointment as defined in this document, which I hereby give to the child to appoint by will to any of the child's surviving spouse and my descendants, and to the extent that the special power is unexercised, to the 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 Trusts for Descendants of a Deceased Child.* Each share for a living descendant of a deceased child of mine (hereinafter "grandchild") shall be administered and distributed as a separate trust as follows:

4.3.1 *Distributions to Descendants for Health, Education, Support, or Maintenance.* The Trustee shall distribute to the grandchild so much of the income and principal of the Trust as the Trustee, other than any beneficiary, deems advisable for such grandchild's health, education, maintenance and support.

4.3.2 *Distributions to Descendants.* When such grandchild attains age twenty-five (50), the Trustee shall distribute to such grandchild the remaining assets of the Trust, and the Trust shall terminate.

4.3.3 *Distribution at Death.* If the grandchild dies before the termination of the grandchild's Trust, the Trustee shall distribute the remaining assets of the Trust, including any accrued income, to the grandchild's descendants 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. *Ultimate Tragedy Provision.* Any interest in the Trust Assets not effectively distributed by the preceding provisions of this Agreement shall be distributed outright to a 501(c)(3) nonprofit organization dedicated to helping survivors of abuse or mental health issues.

ARTICLE FIVE TRUSTEE SELECTION

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

5.1 *Appointment of Trustees.* Unless I am incapacitated, I 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 after my death, any such designations shall abate to the extent that another Corporate Trustee been appointed.

5.3.2 *Appointment of Successor.* The Trustee shall have the power to appoint any additional or successor Corporate Trustee.

5.3.3 *Successor Trustee.* If at any time there is no Trustee, the Trust Protector may appoint a Successor Corporate 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 person having a removal power has the right to review Trust records and accountings. No person shall be liable for the exercise, or failure to exercise, the removal power. No person shall have the duty to monitor the performance of a Trustee or take any action with respect to a trust by reason of having a removal power. Each person having the power to remove the Trustee of a trust shall be held harmless and indemnified from the assets of the Trust for any claim or cause of action threatened or filed for exercising or failing to exercise the removal power.

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 “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 Trustee shall have the right to designate by written instrument a Successor 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 SIX
FIDUCIARY PROVISIONS

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

6.1 *Dispositive Powers*. I give to the Trustee the following dispositive powers:

6.1.1 *Merger of Trusts*. The Trustee may merge the assets of any trust with those of any other trust, by whomever created, if the result does not impair the rights of any beneficiary or adversely affect achievement of the purposes of the trust, and if there is disparity in the maximum duration of the trusts so merged, the shortest maximum duration shall control. 

6.1.2 *Discretionary Termination*. The Trustee may, without further responsibility and without prior or subsequent court approval, terminate any trust at any time after determining that:

6.1.2.1 *Uneconomical*. The Trust is no longer economical to administer; or

6.1.2.2 *Inadvisability*. The Trust is otherwise inadvisable to administer as a Trust; or 

6.2 *Administrative Powers*. In addition to the powers conferred upon the Fiduciary under applicable law generally, I give to each Fiduciary all of the powers enumerated in Minnesota Statutes section 501C.0815 and 501C.0816 and any successor provisions of Minnesota law.

6.3 *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 trustee nominated or appointed under this instrument.

6.3.2 *Waiver of Court Jurisdiction*. I expressly waive any requirement that any trust be submitted to the jurisdiction of any court, that the Trustee be appointed or confirmed, that the actions of the Trustee be authorized or the accounts of the Trustee be allowed by any court. This waiver shall not prevent any Trustee or Beneficiary from requesting any of those procedures. 

6.3.3 *Trustee Succession, Appointment and Removal Procedures*. The following provisions shall apply to the appointment, removal and succession of trustees:

6.3.3.1 *Exercise of Power to Appoint.* Any power to appoint a Co-Trustee or successor Trustee under this Agreement shall be exercised by written instrument delivered to the person or entity appointed. 

6.3.3.2 *Removal of Trustee.* To effect the removal of a Trustee, the person entitled to remove the Trustee shall either deliver to such Trustee a written instrument stating that such removal is made, or mail such instrument to such Trustee's last known business address by registered or certified mail, return receipt requested. After such delivery or mailing, a removed Trustee shall have no further duties, other than to account, and shall not be liable or responsible for the acts of any successor trustee.

6.3.3.3 *Acceptance of Trusteeship.* The appointment of any person or entity eligible to act as a Co-Trustee or successor Trustee shall become effective only if the appointee's written acceptance of the appointment and trusteeship is delivered to the then acting Trustee, or, if no trustee is then acting, to (i) the person or persons who exercised the power to make the appointment, or (ii) if the appointee was named in this Agreement, to the adult beneficiaries then eligible to receive income or principal from the Trust and to the parent, Guardian or Conservator of each minor beneficiary so eligible. A successor Trustee shall, upon acceptance, succeed to the preceding Trustee's title to the trust assets.

6.3.4 *Resignation Right.* Any Trustee may resign at any time by delivering a written resignation to those entitled to appoint a Trustee. The resignation shall be effective (i) upon delivery of the resignation to a Co-Trustee or (ii) if there is no Co-Trustee, upon acceptance of appointment of a successor Trustee. After the resignation becomes effective, the Trustee shall not be liable for the acts of any successor Trustee.

6.3.5 *Custody of Assets.* If a Corporate Trustee is serving, it shall have custody of all assets, handle receipts and disbursements, and prepare accountings. 

6.3.6 *Approval of Trustee's Accounts.* If I am incapacitated or deceased, the Trustee (or the personal representative of any deceased Trustee) may render accounts to the persons who are currently entitled to receive distributions. The approval of these accounts or the failure to object to the accounts within 90 days after the receipt of the accounts by those persons (or by those authorized to act on behalf of any such person), in writing delivered to any Trustee, shall constitute a valid and effective release of the Trustee with respect to all transactions disclosed by the accounts, and shall be binding and conclusive as to all persons. Nothing contained in this paragraph shall give any person the power or right to enlarge or shift the beneficial interest of any beneficiary of the Trust. 

6.3.7 *Majority Vote and Delegation.* If more than one Trustee is authorized to exercise a power, such power shall be exercisable by a majority of the Trustees authorized to act. A nonconsenting Trustee who has acted in good faith shall not be liable for the acts of the majority. I authorize any Trustee to delegate for any period of time to any other Trustee authorized to exercise such power, the power to act on behalf of the delegating Trustee. During my life, and with my consent, the Trustee may delegate in writing all discretions, authority and power to one Trustee, including myself if I am then acting as Trustee, and if such delegation occurs the other Trustee shall not be liable to any person, for the administration of the trust during the time such delegation is in force. 

6.3.8 *Change of Trust Situs.* The Trustee may transfer the situs of the administration of any trust from Minnesota to another jurisdiction. In addition, the Trustee may, but shall not be required to, 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, and no Trustee other than me may anticipate, as a Trustee, in any discretionary decision to distribute income or principal in a manner that would satisfy a legal obligation of that trustee; except that a beneficiary may participate, as a Trustee, in all discretionary decisions to withhold or distribute income or principal for such beneficiary's benefit to the extent those distributions for such beneficiary's health, education, support, or maintenance. 

6.3.10 *Powers and Authorizations Regarding Digital Property.* The Trustee may exercise all powers that an absolute owner would have and any other powers appropriate to achieve the proper investment, management, and distribution of: (1) any kind of computing device of mine; (2) any kind of data storage device or medium of mine; (3) any electronically stored information of mine; (4) any user account of mine; and (5) any domain name of mine. The Trustee may obtain copies of any electronically stored information of mine from any individual or entity that possesses, custodies, or controls that information. I hereby authorize any individual or entity that possesses, custodies, or controls any electronically stored information of mine or that provides to me an electronic communication service or remote computing service, whether public or private, to divulge to the Trustee; (1) any electronically stored information of mine; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to me with respect to that service. This authorization is to be construed to be my lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law. The Trustee may employ any consultants or agents to advise or assist the Trustee in decrypting any

encrypted electronically stored information of mine or in bypassing, resetting, or recovering any password or other kind of authentication or authorization, and I hereby authorize the Trustee to take any of these actions to access: (1) any kind of computing device of mine; (2) any kind of data storage device or medium of mine; (3) any electronically stored information of mine; and (4) any user account of mine. The terms used in this paragraph are to be construed as broadly as possible, and the term “user account” includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.

6.4 Death and Retirement Benefits Payable to Trustee. Notwithstanding any contrary provision in this instrument, all death benefits payable to any Trustee under this instrument, including Retirement Account benefits, shall be allocated by my Trustee among the trusts or the beneficiaries under this instrument; provide that all death benefits that are payable to any Trustee of a particular trust under this instrument shall constitute or be added to such trust. The receipt by the Trustee of any insurance or other death benefit payable to any trustee under this instrument shall fully discharge the insurer or other payor, and such insurer or payor shall not be responsible for the application or disposition of such proceeds by the Trustee. Without limiting the generality of the foregoing, the following special rules shall apply to all Retirement Account benefits allocated or payable to a particular trust under this instrument. 

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 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 may direct the Trustee or 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 Trustee deems advisable; provided that if the Trustee is also a beneficiary, such additional distributions may only be made as the Trustee 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 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 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.

6.4.2 *Retirement Benefits Payable to Trusts.* From and after the date of my death, all distributions from a Retirement Account to a trust administered under this instrument for the benefit of an individual beneficiary (the “primary beneficiary”) shall be accumulated and added to principal. I understand this will likely result in tax penalties, but I have discussed this at length with my attorney and have made this decision after being fully advised of the risks and concerns. 

6.4.3 *Definitions of Retirement Account, Beneficiary Determination Date, and Applicable Law.* For purposes of the Paragraph 6.4, above, “Retirement Account” means any stock bonus, pension or profit sharing plan, annuity contract, custodial account, individual Retirement Account, or any other retirement plan or program subject to the required distribution rules of Applicable Law; all references to a particular Retirement Account shall include any separate portion thereof treated as a separate account under Applicable Law; “Beneficiary Determination Date” means the date prescribed by applicable law as the final date for determining whether the beneficiary of any trust under this agreement may be treated as a “Designated Beneficiary” under Applicable Law; and “applicable law” means Section 401(a)(9) of the Internal Revenue Code, the regulations under that section and any successors to either.

ARTICLE SEVEN GENERAL GOVERNING PROVISIONS

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

7.1 Definitions.

7.1.1 *Descendant.* A “Descendant” of an individual means all of the individual’s lineal descendants of all generations, with the relationship of parent and child at each generation determined pursuant to the Minnesota intestacy laws in effect at the time of the execution of this document, subject to the following:

7.1.1.1 a child who has been legally adopted by the parent after the child has attained the age of eighteen (18) and the adopted child’s lineal descendants shall not be lineal descendants of the adoptive parent and the adoptive parent’s lineal descendants;

7.1.1.2 a child of a male parent whose male parent did not acknowledge in writing that the child is his biological child or who did not function as the parent of the child within the meaning of Minnesota Statute sections 524.1-201 and that child's lineal descendants, shall not be lineal descendants of the male parent and the male parent's lineal ancestors.

7.1.2 *Children*. "Child" means a descendant of the first generation. The names and dates of birth of my children now living are:

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 and any other children subsequently born to or adopted by me.

7.1.3 *Per Stirpes*. "Per stirpes" means in equal shares among living children of the person whose descendants are referred to and the descendants (taken collectively) of each deceased child of such person, with such deceased child's descendants taking by right of representation the share of such deceased child.

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 and it must have under its management a minimum of One Hundred Million Dollars in trust assets.

7.1.7 *Independent Trustee*. "Independent Trustee," means any trustee other than (1) a transferor of property to the Trust, including a person whose qualified disclaimer resulted in property passing to the Trust; or (2) a Beneficiary of the Trust who is, or in the future may be eligible to receive income or principal pursuant to the terms of the Trust; or (3) a person who is a related or subordinate party under Internal Revenue Code section 672(c) as to any person described under (1) or (2) above. A person is described in (2) of this section even if he or she has a remote contingent interest in the trust, but is not described in (2) of this section if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will

take effect only in the future, such as a testamentary power held by a living person.

7.1.8 *Related or Subordinate Party*. “Related or subordinate party” shall have the same meaning as prescribed in Internal Revenue Code section 672(c).

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.

7.1.11 *Generation-Skipping Tax*. “Generation-skipping tax” means any tax imposed under Chapter 13 of the Internal Revenue Code or similar state statute.

7.1.12 *Guardian*. “Guardian” means a person or entity who is appointed by will or a court to exercise some or all of the powers and duties conferred or imposed by law for the care of a minor or that minor’s estate or both.

7.1.13 *Determination of Incapacity*. I am “incapacitated” only if a court determines I am incompetent and a Guardian and Conservator are judicially appointed for me. When I am incapacitated, I shall cease to be a Trustee and the named successor 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. 

7.3.2 *Insurance Ownership.* If any policy of insurance on the life of any Trustee (other than myself) becomes a Trust Asset, all incidents of ownership in such policy shall be vested solely in the Trustee other than the insured, and the insured Trustee shall possess none of the incidents of ownership in such policy either individually or as a Trustee. If the sole Trustee acting is the insured, such Trustee shall have the duty to appoint another Trustee whose sole responsibility may be to possess such incidents of ownership.

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.

7.3.5 Rule Against Perpetuities. Each Trust, if not sooner terminated pursuant to other provisions, shall terminate twenty-one (21) years after the death of the survivor of all named beneficiaries who are living on the date of my death. In the event of termination of a Trust under this provision, the assets shall be distributed to the beneficiaries who were permissible recipients of the Trust income immediately prior to such termination.

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.

7.4 Disclaimers. Any Trustee, Beneficiary or other person (or an agent, Guardian or Personal Representative on such person's behalf) shall have the power to disclaim, in whole or in any part, any interest in property under this Agreement (including any right, power or discretion), by written instrument filed with any Trustee. The following provisions shall govern such disclaimers:

7.4.1 Disclaimer by Trustee. Each Trustee may, without court approval, disclaim, in whole or in part, a right, power or discretion, or an interest in or power over property. If a Trustee disclaims a right, power, or discretion, the right, power, or discretion so disclaimed shall be extinguished as to the disclaiming Trustee only.

7.4.2 Other Interests. If an interest in property under this Agreement other than an interest described in the preceding provisions of this paragraph is disclaimed, the disclaimed interest in property shall be disposed of in the manner provided by this Agreement as though the person disclaiming had not survived me, except that, unless the disclaimer otherwise provides, a disclaimer of an interest in a gift under Article Three shall not exclude the disclaimant from sharing in the same property even though, through lapse, the property becomes a part of the residue of the trust.

7.4.3 Non-Limitation by Spendthrift Provision. Nothing contained in the spendthrift provision of this Article shall prevent a disclaimer pursuant to this Paragraph.

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.

