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Certified Copies	Certificates	of Status
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T SCHROEDER

# TRANSMITTAL LETTER

Department of State Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

SUBJECT:	THE KASTURI CHILDREN'S TRUST			
Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:				
<u>FEES:</u> Declar	ation of Trust	\$350.00		
OPTIONAL:				
Certifi	ed Copy	\$ 8.75		
FROM	. Stan Gauthier, II			
i Koni.	Name (Printed or typed)			
	1405 West Pinhook Road, Suite 105			
Address				
	Lafayette, Louisiana 70503			
	City, State &	Zip		
	(337) 234-0099			
Daytime Telephone number				

# AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

# THE KASTURI CHILDREN'S TRUST

	A LOUISIANA	TRUST	
Common Law	with Section 609.02 of the Declarations of Trust, the tees of The Kasturi Children	Florida Statutes, pertaining to undersigned, the Chairman of the n's Trust	
Louisiana		ame of Trust)	
(State) The Kasturi Cl		ffirms in order to file or qualify 章章 章 , in the State of Florid品	
	(Name of Trust)	, in the State of Figure	3
1. Two or mo	re persons are named in the	Trust.	
2. The princip	oal address is 1405 West Pi	nhook Road, Suite 105,	<b>₹</b>
Lafayette, Loui		Ø <sup>™</sup> C	5
Yannick Jean-	red agent and street address Marc Bastien  venue, Suite 2, Orange Park		_
agent to acc at the place	cept service of process for the		rus as
5. I certify tha Trust under Florida. NOTARY	which the association prop	correct copy of the Declaration of poses to conduct its business in ANFORD B. GAUTHIER, II, TRUSTEE of the Board of Trustees	
D. DALE THE CRIMEN PAISH Lafayette Parish L	/ENET Certified Cop 1 28928 Jouisiana es At Death	\$350.00 by: \$ 8.75 (optional)	

# EXHIBIT A

to the

## KASTURI CHILDREN'S TRUST

Original Trust Property

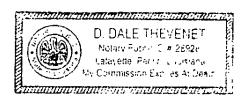
(A) Three Hundred and No/100 (\$300.00) Dollars.

18 DEC 12 AM IO: DO SECRETARY OF STATE TALLAHASSEE, FLORIDA

NE VARIETUR

For identification with Trust Instrument passed before me on this 19th day of November 2015.

NOTARY PUBLIC



### THE KASTURI CHILDREN'S TRUST

#### STATE OF LOUISIANA

## PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

Seenu Gokhale Kasturi and Divya Seenu Kasturi (hereinafter the "Settlors"), persons of the full age of majority domiciled in the Parish of Lafayette, who declared that each of them is married to and living with the other, and that their mailing address is 103 Woodbridge Drive, Lafayette, Louisiana 70508; and

Stanford B. Gauthier, II (hereinafter the "Trustee"), a person of the full age of majority domiciled in the Parish of Lafayette, who declared that his mailing address is 1405 West Pinhook Road, Suite 105, Lafayette, Louisiana 70503.

# I. TRUST PROPERTY

- 1.1 The Settlors hereby irrevocably donate, assign and transfer to the Trustee all of the Settlors' right, title and interest in and to the property described in Exhibit "A," to be received by the Trustee and to be held and administered as trust property in accordance with this Trust Instrument.
- 1.2 Any person, including either or both of the Settlors, may by donations *inter vivos* or *mortis causa* add property acceptable to the Trustee to these trusts to be held and administered as trust property in accordance with this Trust Instrument.

#### II. TRUSTS

- 2.1 The trusts created by this Trust Instrument may be collectively referred to as the Kasturi Children's Trust.
- 2.2 One separate trust shall be for Jaya Annapurna Kasturi ("Jaya"), as income beneficiary and principal beneficiary, one separate trust shall be for Neal Shagan Kasturi ("Neal"), as income beneficiary and principal beneficiary, and one separate trust shall be for Raj Seenu Kasturi ("Raj"), as income beneficiary and principal beneficiary. In the event that any property, whether movable or immovable, is delivered to the Trustee pursuant to this Trust Instrument without a designation as to how the property is to be apportioned among the trusts, then the property delivered to the Trustee shall be apportioned equally among all of the trusts.
  - 2.3 Seenu Gokhale Kasturi and Divya Seenu Kasturi are the Settlors of the trusts

established by this Trust Instrument. Stanford B. Gauthier, II is the Trustee of the trusts established by this Trust Instrument.

- 2.4 Each trust shall be held and administered as a separate trust in all matters relating to income and principal. However, the Trustee is authorized to treat the individual trusts as one trust and to commingle funds accordingly until such time as it becomes economical to establish a separate account for each trust.
- 2.5 Should any of the beneficiaries of the trusts created by this Trust Instrument die during the term of the trusts, intestate and without descendants, then the entire interest of the deceased beneficiary in both principal and income shall immediately vest in the other beneficiaries living at the date of death of the deceased beneficiary, in trust as provided herein.
- of a beneficiary's share of principal and accumulated income, if any, shall be distributed to that beneficiary when the beneficiary reaches the age of thirty (30); one-fourth (1/4) of the remaining balance of a beneficiary's share of principal and accumulated income, if any, shall be distributed to that beneficiary when the beneficiary reaches the age of thirty-five (35); the remaining balance of a beneficiary when the beneficiary reaches the age of thirty-five (35); the remaining balance of a beneficiary's share of principal and accumulated income, if any, shall be distributed to that beneficiary when the beneficiary reaches the age of forty (40). Jaya was born on December 11, 2003. Neal was born on August 5, 2005. Raj was born on June 9, 2011. However, in the event that a beneficiary is interdicted or adjudged to be incompetent, the interest of that beneficiary shall terminate only when the beneficiary is later adjudged to be competent or at that beneficiary shall terminate only when the beneficiary is later adjudged to be competent or at that beneficiary theat the unless the Trustee determines in the Trustee's sole and absolute discretion that the value of the trust property no longer justifies the expenses of trust management.
- 2.7 The Trustee may pay to or for the benefit of each beneficiary, as much of the income as the Trustee in the Trustee's sole and absolute discretion may deem necessary for the maintenant, support, medical care, and education of the beneficiary, including not only a college education. But such advanced or graduate degrees as the beneficiary may have the aptitude for and the interest pursuing, and in keeping with the standard of living being enjoyed by the beneficiar the time of the commencement of benefits of this trust, after taking into account other income and assets of the beneficiary to whom the income is to be distributed.
- 2.8 In the event that the Trustee determines in the Trustee's sole and absolute discretion that the income of the trust is insufficient to properly provide for the maintenance, support, medical care, or education of a beneficiary, including not only a college education, but such advanced or graduate degrees as the beneficiary may have the aptitude for and the interest in pursuing, then the Trustee is authorized to make distributions of principal to or for the benefit of the beneficiary in such amounts and at such intervals as the Trustee may deem necessary to provide such benefits, in keeping with the standard of living being enjoyed by the beneficiary at the time of the commencement of benefits of this trust, after taking into account other income and assets of the beneficiary to whom the principal is to be distributed.

- 2.9 It is the Settlors' intent that this Trust Instrument be construed to assist the beneficiaries in obtaining a reasonable, but not extravagant, style of living. Before making any distributions of income or principal of the trusts to or for the benefit of a beneficiary, the Trustee should consider the value of the trust property, the beneficiary's future needs, her or his demonstrated ability to handle money, academic performance, employment, earning capacity, marital status, and all other factors that the Trustee may deem appropriate. The assets of this trust should be used to provide for the basic needs of the beneficiaries and to assist each of them in obtaining an education. It is not the Settlors' intent that any of the beneficiaries be allowed to rely on this trust as her or his sole means of support. Rather, if the beneficiaries are capable of supporting themselves, each of them should do so.
- 2.10 The Trustee may make distributions of income under Paragraph 2.7 of this Trust Instrument and distributions of principal under Paragraph 2.8 of this Trust Instrument in any of the following illustrative and non-exclusive methods, as the Trustee deems appropriate in the Trustee's sole and absolute discretion:
  - (A) Directly to the beneficiary:
  - (B) To the mandatary or agent of the beneficiary;
  - (C) To the legally appointed tutor or curator of the beneficiary:
  - (D) To a relative or friend of the beneficiary for the beneficiary's benefit;
  - (E) Directly for the beneficiary's maintenance, support, medical care or education; or
  - (F) By deposit to a checking or savings account in the name of the beneficiary.
- 2.11 All trusts created by this Trust Instrument are and shall be irrevocable. Neither of the Settlors has or shall have any right whatsoever to alter, amend, modify or terminate the trusts, whether in whole or in part. Further, the donation of the property described in Exhibit "A" of this Trust Instrument and all other donations of property to be held in trust are made and received upon the express condition that the donor(s) shall not retain a usufruct or other rights to which the donor(s) may generally be entitled under Louisiana law over the property donated.
- 2.12 Upon the death of an insured, the Trustee shall collect the net proceeds of any policies of insurance upon the life of the insured payable to the Trust(s) or Trustee and shall hold the proceeds as Trustee hereunder under the terms and conditions set forth in this Trust Instrument. The Trustee shall not be obliged to engage in litigation to enforce the payment of any policy unless the Trustee is indemnified to the Trustee's satisfaction against any resulting expenses and liabilities. The Trustee's receipt of payment by an insurance company and the Trustee's release of that company shall constitute a full release and discharge of the company's liability. No insurance company need inquire into or take notice of this Trust Instrument or see to the application of any payment made by

the company.

- 2.13 Upon a Settlor's death, the Trustee shall collect the net proceeds of any individual retirement accounts, profit sharing accounts, pension plans, retirement plans or any other accounts or plans payable to the Trust(s) or Trustee and shall hold the proceeds as Trustee hereunder under the terms and conditions set forth in this Trust Instrument. The Trustee shall not be obliged to engage in litigation to enforce payment under any such accounts or plans unless the Trustee is indemnified to the Trustee's satisfaction against any resulting expenses and liabilities. The Trustee's receipt of payment by a company or plan administrator and the Trustee's release of that company or plan administrator. No company or plan administrator need inquire into or take notice of this Trust Instrument or see to the application of any payment made by the company or plan administrator.
- 2.14 These trusts are "spendthrift" trusts and shall be held subject to the maximum restraint on alienation, voluntary or involuntary, permitted by the Louisiana Trust Code. It is permitted by law without affecting the preceding restraint on alienation, a beneficiary may agree to some action proposed by the Trustee and thereby relieve the Trustee of any liability to the beneficiary for such action so taken.

#### III. TRUSTEE'S POWERS

- 3.1 The Trustee shall have all of the powers that may be conferred upon trustees under the laws of Louisiana, including but not limited to all of the powers that trustees are remitted to exercise under the provisions of the Louisiana Trust Code, Chapter 1. Part V, and any additional powers that trustees may hereafter be permitted to exercise under Louisiana law. All powers are to be exercised by the Trustee as the Trustee determines to be in the best interest of the beneficiaries.
- 3.2 The powers granted by this Trust Instrument shall apply to all of the property originally in the trusts set forth herein and to any property later acquired by the trusts whether such property is movable or immovable, tangible or intangible.
- 3.3 No person dealing with the Trustee shall be liable to see to the application of any money or other property delivered to the Trustee.

#### IV. MISCELLANEOUS

- 4.1 Any gifts made by either of the Settlor during the Settlor's lifetime shall be extra portions and shall be exempt from collation.
- 4.2 For a period of thirty (30) days following notice of each donation of property to a trust established herein, whether donation be by original transfer or subsequent addition, the beneficiary shall have the power to withdraw from the trust property an amount (the "withdrawal amount") equal

in value to the lesser of (1) the donation or (2) the annual federal gift tax exclusion as from time to time amended. For the purposes of this Paragraph, amounts donated shall include premiums paid on life insurance policies held as trust property, whether paid or deemed paid by the Settlor or by a third person. The withdrawal amount shall be determined and valued as of the date of the donation. As to amounts transferred or added by any given donor, the aggregate withdrawal amount during any calendar year shall not exceed the federal gift tax annual exclusion applicable to gifts made by the donor (and in the case of gift splitting, by the spouse of the donor) to the beneficiary applicable to that calendar year. The power of withdrawal shall be non-cumulative.

- 4.3 Each time a donation subject to the withdrawal power is received, the Trustee shall so notify the beneficiaries in writing. A power of withdrawal shall be deemed exercised upon delivery to the Trustee of written notice of a beneficiary's intention to exercise that power. Unless the Trustee receives notice of exercise within thirty (30) days after giving notice of its availability to a beneficiary, that beneficiary's power of withdrawal shall lapse.
- 4.4 The withdrawal amount shall be withdrawn by taking the assets donated or a fractional interest therein equal to the withdrawal amount, if the donated assets are in the trust at the time of the exercise of the withdrawal power, or by taking eash or other assets equal in value to the withdrawal amount, if the assets are not in the trust at the time of the exercise of the withdrawal power. The withdrawal power shall not apply to additions to the trusts by testament, by insurance proceeds paid at the death of an insured, by the payment of employee retirement account, individual retirement account, or other benefits on the death of an individual, or other donations mortis causa. A beneficiary may exercise his or her withdrawal power by taking less than the withdrawal amount, but not more.
- 4.5 The Trustee shall not be required to render annual accounts in conjunction with the administration of the trust property. However, the Trustee shall account reasonably for the receipts of the trusts and for distributions of income and principal from the trusts.
- 4.6 The Trustee accepts the donation made herein and the trusts created by Francisco Instrument. The Trustee further acknowledges receipt of the property delivered to the Trustee forth in Exhibit "A" to this Trust Instrument.
- 4.7 If the Trustee is for any reason unable or unwilling to serve or to continue to serve as Co-trustee, then the Trustee may resign at any time by giving thirty (30) days written notice to the beneficiaries. In the event that a beneficiary is a minor or has been interdicted, then notice pursuant to this Paragraph may be given to the tutor or curator of the beneficiary, as application.
- 4.8 If Stanford B. Gauthier, II should fail for any reason to qualify or should cease for any reason to serve as Trustee, Saroj Krishna Kasturi ("Kris") shall be the Successor Trustee. If Kris should fail for any reason to qualify or should cease for any reason to serve as Successor Trustee, James Robert Evans ("Jimmy") shall be the Successor Trustee. If Jimmy should fail for any reason to qualify or should cease for any reason to serve as Successor Trustee, Ameriprise National Trust Bank ("Ameriprise") shall be the Successor Trustee. If Ameriprise should also fail for any reason

to qualify or should cease for any reason to serve as Successor Trustee, the proper court shall appoint a Successor Trustee. Successor Trustees shall be under no duty to investigate the acts of the prior Trustees.

- 4.9 Trustees shall not be required to furnish a bond or other security.
- 4.10 An individual trustee shall be entitled to compensation for his services in an amount equal to one (1%) percent of the fair market value of the trust property. More specifically, an individual trustee shall be entitled to be paid for his services on a monthly basis. Each monthly payment to an individual trustee shall be calculated by multiplying the fair market value of the trust property as of the last day of the month by one (1%) percent, and by then dividing the product by twelve (12). Individual trustees shall also be entitled to recover their reasonable expenses from the trust property.
- 4.11 An institutional trustee, if any, shall be entitled to fix and pay to itself reasonable compensation for its services based on its fee schedule and any applicable mutual fund investment advisory contracts in effect from time to time or as otherwise agreed to in writing. However, any institutional trustee shall charge for its trustee's services as if the trusts created herein were a single trust, allocating to each separate trust its pro-rata portion of the trustee's fee, said pro-rata portion of the fee for each trust being determined by dividing the fair market value of the corpus of the trust at the time the fee is charged by the aggregate fair market values of the trust corpus of all such trusts then being administered by the trustee in accordance with this Testament at the time prefee is charged. Fees charged in accordance with a mutual fund investment advisory agreement need not be separately reported by the Trustee in its statement of account.
- 4.12 The Trustee and all individual Successor Trustees are relieved from liability in conjunction with their service as Trustee unless the liability arises out of a breach of the Juty loyalty to a beneficiary or a breach of trust committed in bad faith.
- 4.13 Any person, whether natural or juridical, may rely upon a copy of this Trust Instrument certified by a notary public or upon a duplicate original of the Trust Instrument retained by the Trustee. Anyone dealing with the Trustee in good faith may rely upon any statement of fact certified by the Trustee.
- 4.14 Should any of the terms or clauses of this Trust Instrument be declared invalid, or should any clause or term granting any power to the Trustee be held to exceed the powers that may be granted trustees under Louisiana law or to violate the provisions of the Louisiana Trust Code, then that term or clause shall be considered deleted or reduced but these trusts shall nonetheless otherwise remain in full force and effect, and the Trustee shall have all other powers granted by Louisiana law or by the provisions of this Trust Instrument.
- 4.15 References in this Trust Instrument to the "Trustee" shall include not only the original Trustee, but also any Successor Trustee, and all powers and discretions vested in the Trustee shall be vested in and may be exercised by any Successor Trustee, unless the context of this Trust

Instrument indicates otherwise.

THUS DONE AND PASSED on this 19th day of November . 2015 in the presence of the undersigned, competent witnesses, who signed their names with me, Notary, and with the parties, after a due reading of the whole.

WITNESSES:

ASHLEY'S CLARK

SEENU GOKHALE KASTURI, in his individual Capacity and in his Capacity as a Settlor of the Kasturi Children's Trust

MORE OF MULLIPHENIA

NOTARY PUBLIC BAR ROLL NO.

D. DALE THEVENET

Notary Public IO # 28926

Lalayette Parish, Louisiana

My Commission Expires At Death

TALL ANASSET. FLORIDA

THUS DONE AND PASSED on this 19th day of November . 2015 in the presence of the undersigned, competent witnesses, who signed their names with me. Notary, and with the parties, after a due reading of the whole.

WITNESSES:

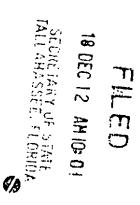
ASHLEY S. CLARF

DIVYA STENUKASTURI, in her individual Capacity and in her Capacity as a Settlor of the Kasturi Children's Trust

Pachel G BOUDREAD

NOTARY PUBLIC BAR ROLL NO.





THUS DONE AND PASSED on this 19th day of November . 2015 in the presence of the undersigned, competent witnesses, who signed their names with me. Notary, and with the parties, after a due reading of the whole.

WITNESSES:

STANFORD B. GAUTHIER, II. in his Capacity as the Trustee of the Kasturi Children's Trust

Rechiel G. Stanton

NOTARY PUBLIC BAR ROLL NO. \_\_\_\_



