

NANCY E. SITTARD REVOCABLE TRUST

THIS AGREEMENT is made this 31st day of May, 2012, by Nancy E. Sittard, of Dakota County, Minnesota, as Settlor (referred to in the first person), and Nancy E. Sittard, as trustee.

1. Recitals.

1.1. Name of Trust. I hereby establish a revocable trust, to be known as the NANCY E. SITTARD REVOCABLE TRUST.

1.2. My Family. I am married to Herman Sittard. I have two children from a prior marriage: David A. Stenklyft and Sarah Jo Stenklyft, both of whom are adults. I intentionally make no provision in this trust for my children or their descendants.

1.3. Property Transferred to Trustees. I have transferred to the trustee the property listed on the attached Schedule A. The trustee hereby acknowledges receipt of such property. I may also transfer other property to the trust during my lifetime or at my death, and such property upon its acceptance by the trustee shall become a part of this trust and shall be held by the trustee subject to all the terms and conditions of this agreement. All of the property transferred to the trustee and accepted by it as part of the trust, including all investments and reinvestments, may be referred to in the aggregate as the "trust estate."

1.4. Appointment of Successor Trustee. Upon my resignation, incapacity, or death, I appoint People's United Bank, Springfield, Massachusetts, as successor trustee.

1.5. Waiver of Bond. No bond shall be required of any trustee acting under this instrument, including any successor.

NOW, THEREFORE, the parties agree that the trust estate is transferred to the trustee in trust to be held, administered, and distributed as follows:

2. Reservation of Rights.

2.1. As Settlor. As Settlor, I reserve the right, without the consent or participation of any other person:

2.1.1. To Amend or Revoke. To amend or revoke this Agreement, in whole or in part, by a written instrument signed by me with the same formalities as this Agreement is signed, provided that the duties and responsibilities of the trustee shall not be substantially increased without their consent. A copy of any amendment or revocation shall be delivered to the trustee. No person other than me, even if appointed to act as my agent under a power of attorney, shall have the right to amend or revoke this Agreement.

2.1.2. To Change Trustees. To remove trustees and to appoint additional trustees and successor trustees, by a written instrument signed by me. A copy of any removal or appointment shall be delivered to the trustees.

2.2. As Trustee. As long as I am acting as a trustee, I shall have sole authority:

2.2.1. To Sign Documents. To execute all documents and other instruments relating to the administration of the trust, including, but not limited to, checks, drafts, notes, endorsements, deeds, stock powers, and other instruments of transfer.

2.2.2. To Have Access. To have access to safe deposit boxes maintained in the names of the trustees.

2.2.3. To Direct Investments. To direct the investment and reinvestment of the trust assets. The trustees shall make no purchases or sales of assets without my approval, and shall have no responsibility for the retention or disposition of any assets pursuant to my direction or approval.

3. Administration During my Lifetime. During my lifetime, the trustee shall administer the trust as follows:

3.1. Payment of Income. The trustee may pay to me or apply for my benefit, in monthly or other convenient installments, as much of the income of the trust as I may direct or as the trustee determines in its sole discretion, taking into consideration my other income and resources.

3.2. Payment of Principal. The trustee may also pay to me or apply for my benefit as much of the principal of the trust as I may direct or as the trustee determines in its sole discretion, taking into consideration my other income and resources.

3.3. Administration During My Incapacity. If Janice B. Carlson, after consulting with my doctor, states in writing that in her opinion I lack capacity to handle my affairs, then, for as long as my incapacity continues (in the opinion of said persons or the survivor of them), the following shall apply:

3.3.1. Termination of My Trusteeship. I shall cease to be a trustee and I shall relinquish the rights I reserved in paragraph 2.

3.3.2. Change in Trust Administration. The provisions of paragraphs 3.1 and 3.2 shall be inoperative. Instead, the trustee shall apply for my benefit as much of the income or principal or both for my health, support, and education as the trustee determines in its sole discretion.

4. Administration Upon My Death. Upon my death, the trustee shall administer the trust as follows:

4.1. Expenses and Taxes.

4.1.1. Payment of Expenses. Before determining the residuary trust estate, my trustee shall pay the expenses of my last illness and funeral, my valid debts including taxes owed before my death, and the expenses of administering my estate.

4.1.2. Payment of Taxes. Any federal, state, and foreign taxes imposed on account of the inclusion in my taxable estate of any retirement plan shall be paid by the recipients of the proceeds of such plan unless such proceeds are a part of my probate estate or are payable to a trust created under this Agreement. Before determining the residuary trust estate, my trustee shall pay all other such taxes payable by reason of my death, other than any tax imposed by Chapter 13 of the Code or any similar tax imposed by the law of any state, whether or not the property with respect to which the tax is due is part of my trust estate, without apportionment and without reimbursement from any person.

4.2. Specific Devises.

4.2.1. Specific Devise of Tangible Personal Property. I devise my tangible personal property as provided in a separate writing signed by me and in existence at the time of my death. All of my tangible personal property not included in such a writing shall be sold and the proceeds distributed with the residue of my trust estate.

4.2.2. Specific Devise To Marital Trust. If my husband survives me, I devise Two Hundred Thousand Dollars (\$200,000) to the trustee of the Herman Sittard Marital Trust (the "Marital Trust"), to be held and administered as provided in paragraph 5. If my husband does not survive me, this devise shall lapse.

4.3. Devise of Residue. I devise the residue of my trust estate, excluding any property over which I may have a power of appointment, (referred to as the residuary trust estate) as follows:

4.3.1. Fifty percent (50%) to St. Catherine University, St. Paul, Minnesota to be used for scholarships for students majoring in nursing;

4.3.2. Twenty percent (20%) to Minnesota Zoo, Apple Valley, Minnesota;

4.3.3. Twenty percent (20%) to Animal Humane Society, Golden Valley, Minnesota; and

4.3.4. Ten percent (10%) to St. Paul Police Department, St. Paul, Minnesota, to be used to purchase, train and care for police dogs.

If any named organization is not then in existence, the devise to such organization shall lapse and the devise that would have been distributed to such organization shall be distributed proportionately to the other organizations named.

5. Administration of the Marital Trust. The trustee shall administer the Marital Trust as follows:

5.1. Payment of Income. The trustee shall pay to my husband from the date of my death all of the net income from the Marital Trust at convenient intervals, but at least annually.

5.2. Payment of Principal. The trustee may also pay to my husband or apply for his benefit as much of the principal of the Marital Trust as the trustee deems necessary or advisable for his health, maintenance and support in the manner of living to which he was accustomed during my life.

5.3. Termination of Trust. The trustee shall distribute the property in the Marital Trust at my husband's death as follows:

5.3.1. Payment of Taxes. The trustee shall pay to the representative of my husband's estate such amount as such representative shall certify in writing to the trustee shall equal the additional taxes payable by reason of the superimposition upon his independent estate of the Marital Trust that is included in his estate for tax purposes. In making such payment, the trustee is authorized to rely fully upon the written certificate of the representative of my husband's estate without any further inquiry whatsoever. The payment by the trustee pursuant to such written certificate shall be binding and conclusive upon all interested persons.

5.3.2. Distribution to Charitable Organizations. Any property remaining in the Marital Trust shall be distributed to the organizations named, and in the percentages set forth, in paragraph 4.3.

5.4. Investment in Productive Property. My husband, by a written instrument delivered to the trustee, may compel conversion of any nonproductive property held in the Marital Trust into productive property.

5.5. Qualification of QTIP. I request that my trustee elect to have the Marital Trust qualify for the federal estate tax marital deduction if such deduction may, in the opinion of my trustee, result in an overall economic savings. The decision of my trustee in this regard shall be binding on all interested persons. If my trustee does not elect to qualify all or some portion of the Marital Trust for the federal estate tax marital deduction, the trustee shall apply the income and principal of such portion not so qualified to the payment of estate and inheritance taxes attributable to the inclusion of such portion in my taxable estate. After the payment of such taxes, the trustee shall segregate and hold the portion not so qualified as a separate trust on the terms and conditions provided for the Marital Trust.

6. General Provisions Regarding Trustees.

6.1. Required Corporate Trustee. After my death, there shall always be a corporate trustee.

6.2. Resignation of Trustee. Any trustee may resign at any time by delivering a written resignation to the other trustee(s), or, if none, to the beneficiaries then eligible to receive income from the trust. If the requirements stated above would not be met upon the resignation of a trustee, such resignation shall not be effective until acceptance of appointment by the minimum required successor trustee(s).

6.3. Appointment of Successor Trustees. Subject to the foregoing requirements:

6.3.1. If Trustees do not Fill Vacancy. If no successor trustee is appointed within thirty (30) days after the resignation of a trustee, a majority of the competent adult beneficiaries then eligible to receive income from the trust, or, if none, a majority of the guardians of the minor or incompetent income beneficiaries, may appoint a successor trustee.

6.3.2. When Successor Not Needed. No successor need be appointed upon the termination of a trusteeship unless the minimum requirements stated above will otherwise not be met.

6.3.3. By Writing. Appointment shall be by written instrument, signed and acknowledged before a notary public, and delivered to the trustee to be appointed or removed.

6.3.4. Effective Date. An appointment shall be effective at such time or under such circumstances as are specified in such instrument and upon written acceptance by the appointee delivered to the other trustee(s), if any, and to the competent adult beneficiaries then eligible to receive income from the trust.

6.4. Miscellaneous Provisions Regarding Trustees.

6.4.1. Successor Corporation. Any corporation or association that succeeds to the trust business of an acting corporate trustee shall become a trustee.

6.4.2. Property In Other Jurisdictions. If any trust property is situated in a jurisdiction in which any trustee is unable or unwilling to act, any trustee able and willing to act, or, if none, such person (who may be an officer or employee of a corporate trustee) or corporation as may be appointed in an instrument signed by the then acting trustee(s) shall act as trustee with respect to that property, and such trustee shall have all of the title, powers, and discretion with respect to that property that are given to the trustees. The net income from that property and any net proceeds of its sale shall be paid over to the principal trustees. The provisions of this paragraph shall not be deemed to require the appointment of a corporate trustee in a jurisdiction in which the acting corporate trustee is unable to act, for the sole purpose of administering trust property in such other jurisdiction.

6.4.3. Vesting of Successor Trustee. Any successor trustee and any remaining trustee shall be vested with all the title, powers, authority, discretion, and immunity from liability given to such trustee as trustee, without any act of conveyance or transfer.

6.4.4. Limitation of Liability. No trustee shall be liable for any act or omission of any predecessor trustee. Any successor trustee may accept without examination or review the accounts rendered and the property delivered by or for a predecessor trustee without incurring any liability unless requested by a beneficiary to contest such accounts. No individual serving as trustee shall at any time be held liable for any action taken or not taken, for any tax election made or not made, or for any loss or depreciation in value of any property in any trust created under this instrument, or for any tax liability imposed on any trust beneficiary as a result of the accumulation or distribution of trust income or principal, whether due to an error of judgment or otherwise, if such trustee has exercised good faith and ordinary diligence.

6.4.5. Waiver of Court Qualification. I waive any requirement that any trust be submitted to the jurisdiction of any court, that the trustees be appointed, confirmed, or qualified, or that their accounts be heard by any court. This waiver shall not prevent any trustee or beneficiary from requesting any of these procedures.

6.4.6. Actual Notice to Trustees. Until the trustees have received actual notice of any birth, death, or other event upon which the right to payments from the trust estate may depend, they shall incur no liability for any disbursement made in good faith to persons whose interests may have been affected by that event.

6.4.7. Compensation. Any trustee shall be entitled to receive reasonable compensation from the trust for services and reimbursement for all costs, charges, taxes, and expenses incurred in the administration of the trust not due to the trustee's willful misconduct or gross neglect. If the trust estate is insufficient, the trustee may recover from the distributees in proportion to the amount each received, and the trustee may postpone any distribution until reimbursement is assured by the distributees' undertaking in a form satisfactory to the trustee.

7. Powers and Duties of Fiduciaries.

7.1. Powers of Trustees. In extension and not in limitation of any authority conferred upon the trustees by any other provision of this instrument or by any present or future statute, regulation, or rule of law, and without order or license of any court during the continuance of any trust and for purposes of distribution upon its termination, the trustees of any trust may:

7.1.1. Exercise Powers in Minnesota Trustees' Powers Act. Exercise all powers specified in the Minnesota Trustees' Powers Act, Minnesota Statutes, Section 501B.81, which is incorporated in this instrument by reference.

7.1.2. Determine Income and Principal. Determine in any equitable manner the ascertainment of income and principal, and the allocation and apportionment between income and principal of all receipts and disbursements; and establish out of income and credit to principal reasonable reserves for depletion and

depreciation; provided, that this power may not be exercised in any manner that would impair any charitable deduction.

7.1.3. Change Situs. Remove any part or all of the trust estate, at any time or from time to time, from the place where it is located to any other place or places, whether within the state of original situs or elsewhere, and fix the situs of trust administration.

7.1.4. Divide Property. Make divisions or distributions without the consent of any devisee or beneficiary in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and do so without regard to the income tax basis of specific property allocated to any devisee or beneficiary and without making pro rata distributions of specific assets.

7.1.5. Lend to Beneficiary or Guarantee Loans to Beneficiary. Loan money to a beneficiary or guarantee loans made by any lender, including any bank, insurance company, or other institutional lender to a beneficiary, or loan money to or guarantee loans to any partnership, corporation, trust, or other entity in which any beneficiary has an interest, and to mortgage or pledge any assets of the trust estate or any trust or trust share hereunder for the payment thereof.

7.2. Miscellaneous Provisions Regarding Fiduciaries.

7.2.1. Methods for Certain Distributions. If the trustee is directed in this instrument to distribute a share of trust principal:

7.2.1.1. Distribution to Other Trust. To a beneficiary for whose benefit another trust is held or to be held under this instrument when the distribution is to be made, the trustee shall add it to the other trust.

7.2.1.2. Retention of Trust. To a beneficiary who, in the judgment of the independent trustee, cannot properly conduct his or her financial affairs, such share shall vest in interest in such beneficiary indefeasibly, but the independent trustee may hold it as a separate trust for such time as such trustee deems advisable. The trustee may apply for the benefit of the beneficiary as much of the income and principal of such trust as the trustee determines to be required for such beneficiary's health, education, and support, adding any undistributed income to principal. Any property held at the beneficiary's death shall be distributed to the beneficiary's estate.

7.2.2. Custodial and Clerical Functions. The corporate trustee, if any, shall be the custodian of the trust estate and of the books and records of the trustees, and may perform for the trustees all acts necessary for the acquisition and transfer of personal property and money, including the signing and endorsement of checks, receipts, stock certificates, and other instruments, and no person need inquire into the propriety of any such act.

7.2.3. Direct Receipts. If the proceeds of any insurance policy, retirement plan, savings account, or other items are payable directly to the trustees, the independent trustee may, to the extent advisable, apply the proceeds received in payment of my debts, taxes, and expenses of administering my estate, either directly or through my personal representative; provided that only funds otherwise included in my gross estate for federal tax purposes or otherwise subject to claims of the creditors of my estate shall be used to pay any obligation of my estate.

8. Miscellaneous Provisions.

8.1. Definitions.

8.1.1. Corporate Trustee. The term "corporate trustee" means a bank or trust company authorized under the laws of the United States or of any state or of Canada to administer trusts.

8.1.2. Tax Terms. The terms "charitable deduction" and "marital deduction" shall have as their meaning that which is given them in the Code and Treasury Regulations.

8.1.3. Code. References to the Code mean the Internal Revenue Code of 1986, as amended, and references to particular sections of the Code include corresponding provisions of any subsequent federal tax law.

8.2. If No Personal Representative Is Appointed. If there is no personal representative of my estate and if the trustee prepares the fiduciary income tax and estate tax returns, my trustee may make any election authorized by the Code for federal estate or income tax purposes. Such elections shall be conclusive of the interests of all concerned, and no adjustments shall be made between principal or income or in the relative interests of the beneficiaries to compensate for the effect of such elections.

8.3. General Provisions.

8.3.1. Number and Gender. Whenever the context requires in this instrument, the singular includes the plural and the plural the singular; the masculine includes the feminine and the feminine the masculine; and both include a corporate entity.


8.3.2. No Anticipation of Benefit. Neither the principal nor the income of any trust shall be liable for the debts of any beneficiary. No beneficiary shall have any power to sell, assign, transfer, encumber or in any manner to anticipate or dispose of such beneficiary's interest in any trust, or the trust income, before the actual distribution by the trustees to such beneficiary. No part of the income or principal of any trust shall be subject in the hands of the trustees to any garnishment, attachment, trustee process or levy under an execution, order of court, or otherwise in any proceeding brought against a beneficiary. Notwithstanding the foregoing, this paragraph shall not limit or diminish the rights and benefits granted to my husband with respect to a separate trust administered for him.

8.3.3. Insured Trustees. No trustee shall possess any incident of ownership in any policy of insurance on such trustee's life held as an asset of any trust. All incidents of ownership shall be vested solely in the trustees other than the insured.

8.3.4. Shipping Expenses. My trustee shall pay all expenses incurred in storing, packing, insuring, and delivering any of my tangible personal property, and shall charge such expenses against the principal of my estate as an expense of administering my estate.

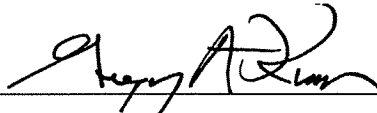
8.3.5. Governing Law. The law of Minnesota, except as altered by this agreement, shall govern the meaning and legal effect of this agreement and the administration of my estate and of each trust. Except as otherwise provided, all references to applicable law and Minnesota Statutes mean those in force on the date of my death.

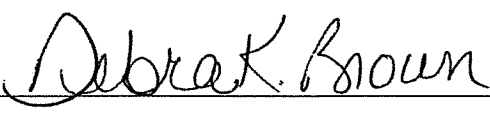
IN WITNESS WHEREOF, I have signed this Agreement as of the date first above written.



Nancy E. Sittard, Settlor and Trustee

The foregoing instrument, consisting of nine (9) pages including this page, was signed by Nancy E. Sittard in our presence, and we, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.


_____ residing at Minneapolis, MN


_____ residing at Marine on St. Croix, MN

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 31st day of May, 2012, by Nancy E. Sittard, Settlor and Trustee.

TERRI L. GEARHART
Notary Public



SCHEDULE A

TO

NANCY E. SITTARD REVOCABLE TRUST

Bank Accounts:

*Twin City Bank (TCF)
Robert (Robert St. Branch)
West St. Paul, Mn.* } *personal saving and
checking accounts in
my name only*

Securities:

Real Estate:

*co-owner of home at: 1345 Manomin Ave.
W. St. Paul, Mn. 55118*

Tangible Personal Property:

All my personal effects, including wearing apparel, jewelry, and articles of personal use and adornment; all my household goods and furniture, including appliances, books, pictures, chinaware, and silverware; all my automobiles; and all my other tangible personal property.