

**TRUST UNDER AGREEMENT OF NANCY E. SITTARD
DATED MAY 31, 2012**

ACCOUNT NO. 43W143011

**RECEIPT, RELEASE, REFUNDING, APPROVAL OF ACCOUNT AND
INDEMNIFICATION AGREEMENT**

WHEREAS, Nancy E. Sittard created a trust under Agreement dated May 31, 2012 (the “**Trust**”);

WHEREAS, Manufacturers & Traders Trust Company is the current corporate trustee of the Trust (the “**Trustee**”);

WHEREAS, St. Catherine University, Minnesota Zoo, Animal Humane Society, and St. Paul Police Department are the current beneficiaries of the Trust (each a “**Beneficiary**,” collectively the “**Beneficiaries**”);

WHEREAS, pursuant to Article 4 of the Trust, the Trust is terminating due to the death of Nancy E. Sittard, who passed away on June 15, 2024;

WHEREAS, Article 4.3 of the Trust provides that upon termination of the Trust, the distribution of the Trust shall occur as follows:

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

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

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

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

WHEREAS, as a result of the termination of the Trust, the Beneficiaries shall receive certain assets of the Trust as described in the attached schedule of distribution and list of assets report (the “**Property**”);

WHEREAS, the Trustee has issued statements, attached statements to this Agreement or prepared the attached accounting to the Beneficiaries that details the transactions of the Trust from the date the Trustee began serving as trustee to the current date (the “**Account**”);

WHEREAS, the Beneficiaries demand that the Trustee distribute the Property to the Beneficiaries without the delay and expense associated with filing the Account in the court of competent jurisdiction, and the Trustee is willing to do so upon the execution of this Receipt, Release, Refunding, Approval of Account and Indemnification Agreement (“**Agreement**”);

NOW, THEREFORE, the undersigned, being all of the Beneficiaries, in consideration of the Trustee's willingness to settle the Account informally upon the execution of this Agreement and without the delay and expense associated with filing the Account in the court of competent jurisdiction, on his/her own behalf and on behalf of any persons that he/she is entitled to represent under applicable state law, intending to be bound at law and in equity and to bind such Beneficiary's successors, assigns and all others claiming an interest in the Trust by or through such Beneficiary, hereby:

1. Represents that such Beneficiary has consulted with or had the opportunity to consult with independent counsel, understands this Agreement, and is signing this Agreement voluntarily.
2. Agrees to represent any person that such Beneficiary may represent under applicable state law and waives any applicable notice period.
3. Waives such Beneficiary's right to a judicial accounting.
4. Affirms that such Beneficiary has reviewed the Account, had the Account reviewed or has had an opportunity to review the Account and acknowledges that the Trustee has properly accounted for the assets and money of the Trust. Further, such Beneficiary approves the Account to the same effect as though it had been finally confirmed by an adjudication of the court of competent jurisdiction settling the Account and awarding distribution of the Property.
5. Acknowledges full satisfaction of all amounts due from the Trust to such Beneficiary upon receipt of the balance due to such Beneficiary of the Property less any market fluctuations, expenses, fees etc.
6. Releases, remises, acquits and forever discharges the Trustee in its corporate capacity and as trustee, and its directors, officers, employees, affiliates, successors, agents and assigns from any and all losses, costs, damages, liabilities, claims, demands, causes or actions, proceedings, expenses, taxes, debts and other damages of any nature whatsoever ("**Loss**") that such Beneficiary may now or in the future have arising out of, in connection with, resulting from or related to the administration, management and investment of the Trust and distribution of the Property as described in this Agreement to the same effect as if the Account had been finally confirmed by an adjudication of the court of competent jurisdiction awarding the Property.
7. Agrees to refund to the Trustee on demand any amount distributed to such Beneficiary from the Trust including but not limited to taxes, debts, interest, claims, liabilities or other obligations in excess of the amount properly distributable to such Beneficiary from the Trust in the event it is hereafter determined by the Trustee in its sole discretion, or by a final order of any court of competent jurisdiction, that such Beneficiary received from the Trust any such excess amount whether arising out of the Trustee's own negligence, mistake of law or fact, or otherwise. Further, such Beneficiary shall reimburse the Trustee for any expenses associated with the recovery of the distributed amounts related to this Paragraph 7.

8. Agrees to defend, indemnify and hold harmless the Trustee in its corporate capacity and as trustee, and its affiliates, from and against any and all Loss (including costs and counsel fees) which the Trustee may incur as a result of the administration, management and investment of the Trust and the distribution of the Property as provided in this Agreement, whether arising out of its own negligence, mistake of law or fact, or otherwise, unless the court of relevant jurisdiction determines that such Loss results solely from the Trustee's gross negligence or willful misconduct; provided, however, that such Beneficiary's liability shall be limited to the Property distributed to such Beneficiary, valued as of the date(s) of distribution.
9. Warrants to the Trustee that such Beneficiary has not assigned to any person or entity such Beneficiary's interests in the Trust, or any part thereof, and that there are no liens against such Beneficiary's interest therein.
10. Declares, warrants and represents that no promise, inducement, representation or agreement not expressly stated herein has been made to such Beneficiary in connection with this Agreement. Such Beneficiary agrees that this Agreement is the entire agreement and its terms are contractual and not a mere recital.
11. Agrees that this Agreement shall be binding on such Beneficiary and such Beneficiary's heirs and distributees, executors, administrators, representatives, successors and assigns and shall inure to the benefit of Trustee, in both its corporate capacity and its fiduciary capacity as trustee, and the successors and assigns of the Trustee.
12. Agrees that this Agreement may be executed in any number of counterparts or facsimiles, all of which shall be deemed to constitute one and the same instrument and each of which shall be deemed an original. A facsimile or pdf signature shall constitute an original signature.
13. Agrees that no modification or amendment of this Agreement shall be valid or binding, unless in writing and signed by the beneficiaries and the Trustee.
14. Acknowledges and agrees that if a court of competent jurisdiction deems any term, part, or condition of this Agreement to be invalid or unenforceable, it shall not affect the remainder of this Agreement, which shall continue to have full force and effect.
15. Agrees that this Agreement shall be governed by, construed, and interpreted in determining the rights of such Beneficiary, in accordance with the laws of the Commonwealth of Massachusetts. Beneficiary further agrees that any dispute arising out of or concerning this Agreement shall be brought in a State or Federal court located in the Commonwealth of Massachusetts, which such court shall have exclusive original jurisdiction over any dispute or controversy with respect to or arising out of this Agreement.
16. Agrees that this Agreement constitutes a valid and binding release under applicable law.

IN WITNESS WHEREOF, the Beneficiaries have, on behalf of his/herself, and on behalf of any interested parties to may be represented and bound by him/her, caused this Receipt,

Release, Refunding, Approval of Account and Indemnification Agreement to be executed on the date indicated on the signature page(s).

[Signatures to follow]

ACCOUNT # 43W143011

BY: _____
St. Catherine University

DATE: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ : SS.

On this, the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or provided identification showing to be the person whose name is subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

ACCOUNT # 43W143011

BY: _____
Minnesota Zoo

DATE: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ : SS.

On this, the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or provided identification showing to be the person whose name is subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

ACCOUNT # 43W143011

BY: _____
Animal Humane Society

DATE: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ : SS.

On this, the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or provided identification showing to be the person whose name is subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

ACCOUNT # 43W143011

BY: _____
St. Paul Police Department

DATE: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____ : SS.

On this, the _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me or provided identification showing to be the person whose name is subscribed to within the instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC