THE OSTRANDER FAMILY REVOCABLE TRUST

THIS TRUST AGREEMENT is made on May 14, 2019, at Madison, Wisconsin, by **Raymond C. Ostrander** and **Margaret A. Ostrander**, husband and wife, of 1846 Hawkstone Drive, Madison, Wisconsin, who are called "we" and "the grantors" in this agreement, and who are also its first trustees.

Article 1. Name and purpose

1.1 This trust is to be known as the Ostrander Family Revocable Trust dated May 14, 2019.

1.2 We make this trust to hold our property in one place while we live, to provide for whichever of us survives the other, and to pass what remains to our children and grandchildren without a probate proceeding.

1.3 We have three children: Ellen Marie Sievert, David Raymond Ostrander and Katherine Louise Ostrander. In this agreement "our children" means the three of them, and "our grandchildren" means their children, whenever born.

Article 2. Trust property

2.1 We transfer to the trustees the property listed in Schedule A. The trustees accept it and agree to hold it, and anything added later, on the terms of this agreement.

2.2 Either of us, or anyone else, may add property to the trust during our lives or at death, by deed, assignment, beneficiary designation or will.

2.3 All property in the trust that was our marital property before it was transferred remains marital property. Nothing in this agreement changes the classification of any property.

2.4 Our individual retirement accounts, our life insurance and our long-term care insurance are not trust property and pass by their own beneficiary forms. Motor vehicles and boats may be left in our own names.

Article 3. Rights we keep

3.1 While we are both living we may, by a writing signed by both of us and delivered to the trustees, amend this agreement in any respect or revoke it in whole or in part. Property taken out of the trust by revocation is returned to us as marital property.

3.2 After the death of one of us, the survivor may amend or revoke this agreement alone, in the same manner.

3.3 These rights are personal to us. They may not be used by an agent under a power of attorney unless the power of attorney says so in plain words, nor by a guardian.

Article 4. The trustees

4.1 We are the trustees. While we are both serving, either of us may act alone, and anyone dealing with the trust may rely on the signature of one of us.

4.2 If one of us dies, resigns or becomes unable to act, the other serves as sole trustee.

4.3 When neither of us is serving, the successor trustee is our daughter Ellen Marie Sievert. If Ellen does not survive us, or cannot or will not serve, the successor trustee is our son David Raymond Ostrander. If neither Ellen nor David can serve, the successor trustee is our daughter Katherine Louise Ostrander. If none of the three can serve, a majority of our children then living may name a bank or trust company in writing.

4.4 A trustee is treated as unable to act when two physicians licensed to practice medicine, neither of them related to the trustee by blood or marriage, state in writing that the trustee can no longer manage property and financial affairs. No court proceeding is needed. The trustee is treated as able to act again when one physician so states in writing.

4.5 A trustee may resign by giving thirty days' written notice to the other trustee, or, if there is none, to the next successor named above.

4.6 No trustee named in this agreement is required to give bond. A successor trustee is not responsible for the acts of an earlier trustee and need not examine the earlier accounts.

4.7 A person who is shown a certification of trust signed by a trustee may rely on it and need not ask to see this agreement.

Article 5. While we are both living

5.1 The trustees shall pay to us, or use for us, as much of the income and principal as either of us asks for from time to time. Income that is not paid out is added to principal.

5.2 If one of us is unable to manage his or her affairs, the trustee shall use the income and principal as needed for the health, support and comfort of both of us, in the manner of living we are used to. It is our wish to be cared for at home for as long as that can be done safely, and the trustee may pay a member of our family a fair wage for giving that care.

5.3 The trustee shall not sell the residence at 1846 Hawkstone Drive while either of us is living and may reasonably be expected to return to it, unless the one of us who is able agrees in writing.

Article 6. After the first of us dies

6.1 When one of us dies, the whole trust continues for the survivor on the terms of Article 5. No separate share is set apart, and the survivor keeps every right in Article 3.

6.2 The trustee may pay from the trust the expenses of the last illness and the funeral of the one who has died, and any debts and taxes then due, to the extent they are not paid from other property.

6.3 The survivor may live in either residence, or both, without paying rent, and the trust pays the taxes, insurance and ordinary repairs.

Article 7. After both of us have died

When the survivor of us dies, the trustee shall pay the expenses, debts and taxes described in paragraph 6.2 and then distribute the trust as follows.

7.1 Specific gifts. The trustee shall give:

	Gift	To
(a)	The diamond ring and the strand of pearls that belonged to Dorothy Haugen	Ellen Marie Sievert
(b)	Margaret's engagement ring and wedding band	David Raymond Ostrander, to hold for his daughter Maeve until she is twenty-one

	Gift	To
(c)	The sapphire and diamond anniversary ring and the diamond tennis bracelet	Katherine Louise Ostrander
(d)	The Omega Seamaster wristwatch	David Raymond Ostrander
(e)	The Hamilton wristwatch	Owen Raymond Sievert
(f)	The silver sølje brooch	Hannah Grace Sievert
(g)	Raymond's woodworking tools and machinery	David Raymond Ostrander
(h)	The painting "Lake Mendota, November" by Harriet Lindgaard	Ellen Marie Sievert
(i)	$15,000.00 to each of our five grandchildren, on the terms of Article 8	Hannah, Owen, Lucas, Maeve and Theodore
(j)	$10,000.00	Immanuel Prairie Lutheran Church, Madison, Wisconsin
(k)	$5,000.00	Friends of the Hawkstone Branch Library

7.2 The cabin. The real estate at 8815 Skein Lake Road, Minocqua, Wisconsin, shall be sold and the proceeds added to the residue, unless one or more of our children elect in writing, within six months after the death of the survivor of us, to take it as part of their share or shares at its appraised value.

7.3 The Madison house. The real estate at 1846 Hawkstone Drive, Madison, Wisconsin, shall be sold. Any of our children may buy it at its appraised value by giving the trustee written notice within six months after the death of the survivor of us; if more than one gives notice, the eldest of them has the first right.

7.4 Household goods. Our furniture, books, quilts, pictures and other personal effects that are not given in paragraph 7.1 shall be divided among our children as they agree. If they have not agreed within six months, the trustee shall have them take turns choosing, the eldest first, and may sell what none of them wants. We may leave a signed list asking that particular things go to particular people; the trustee shall follow it as far as is practical.

7.5 Everything else. The residue of the trust shall be divided into equal shares, one for each of our children who is then living and one for each of our children who has died leaving

descendants then living. The share of a child who has died goes to that child's descendants, by right of representation.

7.6 If a gift fails. If a person named in paragraph 7.1 does not survive us, that gift lapses and becomes part of the residue, except that a gift under 7.1(a), (c), (d) or (g) to a child of ours who has died goes to that child's descendants.

7.7 Survival. A beneficiary who does not outlive the survivor of us by thirty days is treated as having died first.

Article 8. Shares for grandchildren and other young beneficiaries

8.1 A gift under paragraph 7.1(i), and any share of the residue that falls to a person under twenty-five, shall be held by the trustee in a separate trust for that person.

8.2 Until the beneficiary is twenty-five, the trustee may pay as much of the income and principal as the trustee thinks wise for the beneficiary's education, health and support, and for a first home or a start in a trade or profession. At twenty-five the beneficiary receives what is left, outright.

8.3 If the beneficiary dies before twenty-five, what is left goes to his or her children, or, if there are none, to his or her brothers and sisters in equal shares.

8.4 The trustee may instead pay a share of less than $25,000.00 to the beneficiary's parent as custodian under the Wisconsin Uniform Transfers to Minors Act.

Article 9. Powers of the trustee

9.1 In addition to the powers the law gives, the trustee may keep any property we transfer to the trust, including real estate that produces no income; sell, exchange or lease property at public or private sale; invest in any kind of property; borrow, and mortgage trust property; make repairs and improvements to real estate; and employ lawyers, accountants, investment advisers and agents, and pay them from the trust.

9.2 The trustee may distribute in cash or in kind, and need not give each beneficiary a part of every asset.

9.3 The trustee may open, use and close our accounts with any provider of electronic mail, records or storage, and may have the contents of those accounts.

9.4 The trustee may deal with the estate of either of us, and with any trust either of us has made, even though the trustee is also the personal representative or a beneficiary.

9.5 The trustee may hold the cabin, or any other real estate, for as long as this agreement requires or allows, although it produces no income, and may pay its taxes, insurance, caretaking and repairs from the rest of the trust.

9.6 The trustee may pay for the care of any animal of ours until it has gone to the person who is to have it.

Article 10. Administration

10.1 While either of us is serving as trustee, no accounts need be given to anyone. After that, the trustee shall send a written account of receipts and payments once a year to each of our children then living and to each beneficiary then entitled to a distribution.

10.2 A trustee who is one of our children serves without fee but shall be repaid reasonable expenses, including travel. A bank or trust company is entitled to its published fees.

10.3 No beneficiary may assign or pledge an interest in this trust before it is paid over, and no such interest may be reached by a beneficiary's creditors.

10.4 A beneficiary who contests this agreement or any amendment of it in court, without probable cause, takes nothing.

10.5 If our children disagree with the trustee or with one another about this trust, they shall first meet with a mediator chosen by the trustee, the cost to be paid from the trust, before any of them goes to court.

10.6 This agreement is governed by the law of Wisconsin. If any part of it cannot be carried out, the rest remains in effect.

Article 11. Meaning of words

11.1 "Descendants" includes persons adopted before the age of eighteen and their descendants.

11.2 "Appraised value" means the value fixed by an appraiser licensed in Wisconsin and chosen by the trustee, as of the date of death of the survivor of us. A child who is buying or taking the property may not be the one who chooses the appraiser.

11.3 "The trustee" means whoever is serving as trustee at the time, one or more.

We have signed this agreement on the date first written above.

Raymond C. Ostrander, Grantor and Trustee

Margaret A. Ostrander, Grantor and Trustee

Signed in our presence by the grantors, who appeared to us to be of sound mind and under no constraint. Witnesses: Marcus T. Hoyt and Paula J. Wendorf.

State of Wisconsin, County of Dane. Personally came before me on May 14, 2019, the above named Raymond C. Ostrander and Margaret A. Ostrander, to me known to be the persons who signed this instrument, and acknowledged the same. Rebecca L. Stannard, Notary Public, State of Wisconsin. My commission is permanent.

This instrument was drafted by Attorney Rebecca L. Stannard, Stannard & Hoyt, S.C., Madison, Wisconsin.

Schedule A. Property transferred to the trust

1. The real estate at 1846 Hawkstone Drive, Madison, Wisconsin, by quit claim deed dated May 14, 2019, recorded May 28, 2019, as Dane County Document No. 5489213.
2. The real estate at 8815 Skein Lake Road, Minocqua, Wisconsin, by quit claim deed dated May 14, 2019, recorded May 30, 2019, as Oneida County Document No. 794406.
3. The joint investment account at Pemberwick Trust Company, to be retitled in the name of the trustees.
4. Our household goods and personal effects, wherever kept, by the assignment signed with this agreement.

The accounts at Heronwood Credit Union remain joint accounts and are made payable on death to the trustees.

Assignment of household goods and personal effects

We, Raymond C. Ostrander and Margaret A. Ostrander, assign to ourselves as trustees of the Ostrander Family Revocable Trust dated May 14, 2019, all of our furniture, furnishings, books, pictures, jewelry, tools, quilts, clothing and other tangible personal property, wherever it is kept, that we now own or later acquire. This assignment does not include money, or any motor vehicle, boat or trailer that has a certificate of title. We keep the right to use, give away and replace any of this property while we live. Property that is scheduled on an insurance policy remains insured in our own names.

Signed May 14, 2019. *Raymond C. Ostrander*
Margaret A. Ostrander

Certification of trust

The trustees certify the following for any person who is asked to deal with the trust, and that person need not see the rest of this agreement.

1. The Ostrander Family Revocable Trust was signed on May 14, 2019, and is in effect.
2. The grantors are Raymond C. Ostrander and Margaret A. Ostrander. The grantors may amend or revoke the trust.
3. The trustees now serving are Raymond C. Ostrander and Margaret A. Ostrander, both of 1846 Hawkstone Drive, Madison, Wisconsin 53711. Either trustee may sign alone.
4. The trustees have the power to buy, sell, convey, mortgage and lease real estate, and to open, change and close accounts of every kind.
5. Title to trust property is to be taken in the name "Raymond C. Ostrander and Margaret A. Ostrander, Trustees of the Ostrander Family Revocable Trust dated May 14, 2019."
6. While a grantor is living, the trust reports its income under that grantor's own taxpayer number and files no return of its own.
7. The trust has not been amended or revoked in any way that would make these statements untrue.

Signed May 14, 2019. *Raymond C. Ostrander*
Margaret A. Ostrander