

Last Will and Testament

OF

CHARLES WARREN DERRICK, SR.

I, CHARLES WARREN DERRICK, SR., of the City of Shoreview, County of Ramsey, and State of Minnesota, do make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils by me made.

I.

I hereby direct my Personal Representative, hereinafter named, to pay all expenses of my last illness and funeral, and all of my just debts and the expenses of the administration of my estate, as soon after my death as may be conveniently done.

II.

I hereby direct my Personal Representative to follow any instructions that I leave directing the distribution of my tangible, personal property and family heirlooms not otherwise disposed of in this my Last Will and Testament. Such instructions shall be in my handwriting or will be signed by me and will describe the items and name the beneficiary.

III.

I devise all the rest and remainder of my estate, of whatsoever kind or nature and wheresoever situated, to my wife, BEVERLY J. DERRICK, if she survives

Charles Warren Derrick Sr.
CHARLES WARREN DERRICK, SR.

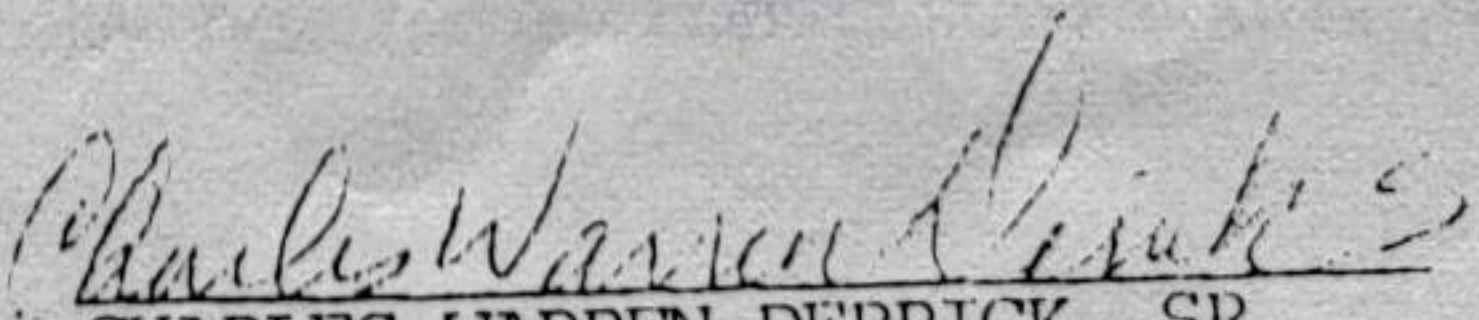
my death. In the event my said wife and I are killed in or as the result of a common accident under circumstances which make impossible the determination of which of us died first, it shall be presumed that my wife died first.

IV.

In the event my said wife has predeceased me, or if we shall have died simultaneously and I have inherited her estate as the result of common Wills we are making pursuant to contractual agreement, I devise all of my estate, except for items devised pursuant to Article II above, as follows:

A. The sum of Forty Thousand Dollars (\$40,000.00) in cash to be divided equally among four children of my wife, namely, GORDON LEE PITTMAN, GARY W. PITTMAN, JEAN M. SAVAGE and JANET ROBERTS. If any of said persons shall have predeceased me but leaving issue surviving my death, the share of such deceased devisee shall pass equally to such surviving issue, but if any of said persons shall have predeceased me and leave no issue surviving my death, the share of said deceased person shall lapse and shall pass, equally, to the other surviving devisees, or their issue by right of representation. I intentionally omit any provision herein for a fifth child of my wife, namely DEBRA ANN PITTMAN.

B. The sum of One Hundred Thousand Dollars (\$100,000.00) in cash to be divided equally among my four children, namely LEE ANN SCHUTZ, JACQUELINE M. THOMAS, CHARLES W. DERRICK, JR. and RICHARD A. DERRICK. If any of my said children shall have predeceased me but leaving issue surviving my death, the share of such deceased child shall pass, equally to such surviving issue, but if any of my said children shall have predeceased me and leave no issue sur-


CHARLES WARREN DERRICK, SR.

viving my death, the share of said deceased child shall lapse and shall pass, equally, to my other surviving children, or issue by right of representation.


C. All the rest and remainder of my estate shall be divided equally among four children of my wife, BEVERLY J. DERRICK, namely, GORDON LEE PITTIMAN, GARY W. PITTIMAN, JEAN M. SAVAGE and JANET ROBERTS, and my four children, namely, LEE ANN SCHUTZ, JACQUELINE M. THOMAS, CHARLES W. DERRICK, JR. and RICHARD A. DERRICK; provided, however, if any of said persons shall have predeceased me but leaving issue surviving my death, the share of said deceased person shall pass, equally, to said surviving issue, but if any of said persons shall have predeceased me and leave no issue surviving my death, devise to said person shall lapse and shall pass equally to the other named devisees, or their issue by right of representation. I have intentionally made no provision herein for DEBRA ANN PITTIMAN, another child of my wife, BEVERLY J. DERRICK.

V.

This will is made pursuant to and in accordance with the terms of a contract between my wife, BEVERLY J. DERRICK, and myself, a copy of which is attached hereto, with full and unreserved intention to conform to the letter and spirit of that contract.

VI.

I hereby nominate, constitute and appoint my wife, BEVERLY J. DERRICK, as the Personal Representative of this my Last Will and Testament. In the event my said wife, BEVERLY J. DERRICK, shall predecease me or be unwilling or unable to act, then and in that event, I hereby nominate, constitute and appoint my


CHARLES WARREN DERRICK, SR.

son-in-law, WILLIAM THOMAS, and my wife's daughter, JEAN M. SAVAGE, as the Co-Personal Representatives of this my Last Will and Testament. It is my will that the named Personal Representative of this my Last Will and Testament shall serve with no bond or with only such minimum bond as may by law be absolutely required for the faithful performance of her or their duties and trusts as such Personal Representative.

I hereby fully authorize and empower my said Personal Representative to sell, lease, mortgage or otherwise dispose of such part or all of my property, real, personal or mixed, of whatsoever kind and description, as she or they may deem necessary and proper and I do thereunto authorize and empower my said Personal Representative to make, execute and deliver such instruments of sale, lease, mortgage or other instruments that may be necessary in the premises.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal and declared this to be my Last Will and Testament, in the presence of these witnesses who have subscribed their names hereto, at my request, and in my presence this 9th day of October, 1985.

Charles Warren Derrick Sr.
CHARLES WARREN DERRICK, SR.

The foregoing instrument, consisting of five (5) pages of typewritten matter, including this page, was on this 9th day of October, 1985, exhibited to us by the above-named CHARLES WARREN DERRICK, SR., Testator, declared by him to be his Last Will and Testament, signed by him in our presence, and by us subscribed in his presence, and in the presence of each other, at his request, as witnesses thereto.

Donna D. Powers Residing at St. Paul, MN

Kevin A. Powers Residing at St. Paul, MN

Charles Warren Derrick Sr.
CHARLES WARREN DERRICK, SR.

ACKNOWLEDGMENT
TO
LAST WILL AND TESTAMENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

We, CHARLES WARREN DERRICK, SR., LINDA L. TALLER and Teresa A. McGuire, the Testator and the two witnesses, respectively, whose names are signed to the foregoing instrument, being first duly sworn on oath, do hereby declare to the undersigned authority that the Testator signed and executed the foregoing attached instrument as his Last Will and Testament, and that the Testator signed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the Testator, signed the said instrument as witnesses and that to the best of his or her knowledge the Testator was at the time over eighteen (18) years of age, of sound mind and acting under no constraint or undue influence of any person whomsoever.

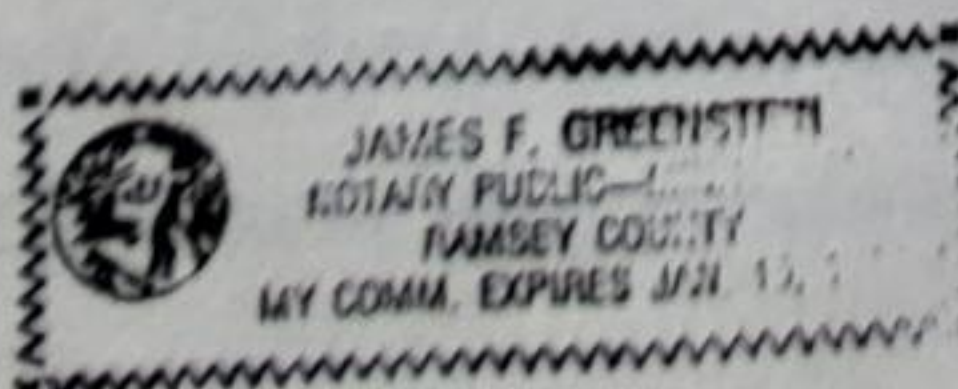
Charles Warren Derrick Sr
CHARLES WARREN DERRICK, SR.

Linda L. Taller
Witness

Teresa A. McGuire
Witness

Subscribed, sworn to and acknowledged before me by CHARLES WARREN DERRICK, SR., the Testator, and subscribed and sworn to before me by the two witnesses, Linda L. Taller and Teresa A. McGuire, this 9th day of October, 1985.

James F. Greenstein
Notary Public



CONTRACT

THIS AGREEMENT, Made and entered into this 20 day of June, 1985,
by and between Charles Warren Derrick, Sr. and Beverly J. Derrick, of Shoreview,
Minnesota;

WHEREAS, Charles Derrick and Beverly Derrick are married to each other; and

WHEREAS, Charles Derrick is the father of four children by a previous marriage
and Beverly Derrick is the mother of five children by a previous marriage; and

WHEREAS, each Party hereto was the owner of property, individually in their own
names, prior to and at the date of their marriage to each other, the exact nature
and extent of that property having been fully disclosed to each other; and

WHEREAS, the Parties are desirous of entering into a contract to assure the
disposition of their properties, whether individually or jointly owned and whether
acquired before or subsequent to their marriage to each other, upon the death of
either and/or both of the Parties, by Wills to be executed by them in accordance
with the understanding and agreement they have reached;

NOW THEREFORE, in consideration of the mutual promises, undertakings and covenants
of the Parties to each other, and an agreement that neither party will in the
future, neither after the death of one of the parties, nor before the death of
a party except by mutual agreement, make any Will or other disposition of the
property of either party or both, whether testamentary or inter vivos, which
would conflict, alter, change or amend the terms of this contract and/or the
Will made by each pursuant hereto, except as hereinafter specifically provided,

the Parties agree, promise and covenant as follows:

1. Each party agrees to make and execute, concurrently with the execution of this contract, a separate Will embodying and providing for all the terms of their agreement herein set forth.
2. Each party promises and agrees that he or she will not in the future, neither after the death of one of the parties, nor before the death of either party except by mutual agreement, make any Will or Codicil, or other disposition of the property of either party or both, whether testamentary or inter vivos, which would conflict with or vary or alter the terms of this contract and the individual Wills executed pursuant thereto, except in a situation where one of the parties hereto should die and the other party contemplates remarriage in which event, the party contemplating remarriage agrees to enter into an anti-nuptial contract before consummating said marriage with his or her new spouse, and after the marriage is consummated said party agrees to execute in accordance with Minnesota law, a new Will that will continue to carry out the terms of this agreement. This shall not, however, be interpreted to restrict the sale by either party of any real estate either or both own, provided only that the proceeds from such sale shall be subject to the provisions of this agreement.
3. In the event of the death of either party, all of the property and interests of such deceased party, of whatever kind or nature and wheresoever situated, and whether owned individually or jointly, shall pass entirely to the surviving party; except, that any valuable personal property and family heirlooms of either party shall pass in accordance with written instructions that that party has left with his or her personal representative.

4. In the event of the death of the second party to die, or upon the deaths of both parties should they die in or as a result of a common accident or disaster, the total properties and assets of both parties, of all kinds and descriptions and howsoever owned at that time, shall be disposed of as follows:

a. The sum of \$40,000.00 in cash equally to four children of Beverly Derrick, namely, Gordon Lee Pittman, Gary W. Pittman, Jean M. Savage and Janet Roberts, or their issue by right of representation. Specifically excluded is any devise or provision for a fifth child of Beverly Derrick, namely, Debra Ann Pittman.

b. The sum of \$100,000.00 in cash equally to four children of Charles Derrick, Sr., namely Lee Ann Schutz, Jacqueline M. Thomas, Charles W. Derrick, Jr. and Richard A. Derrick, or their issue by right of representation.

c. All the rest and remainder shall be divided equally among the four children of Beverly Derrick (named in subparagraph (a) above, with no provision for Debra Ann Pittman) and the four children of Charles Derrick (named in subparagraph (b) above).

5. In the event of the death of only one of the parties, the other party shall serve as personal representative of the estate of the deceased party; upon the death of both parties, William Thomas (son-in-law of Charles Derrick) and Jean M. Savage (daughter of Beverly Derrick) shall be appointed co-personal representatives, to serve without bond in an unsupervised administration of the decedent's estate.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

Charles Warren Derrick, Sr.
CHARLES WARREN DERRICK, SR.

Beverly J. Derrick
BEVERLY J. DERRICK