

**RESTATEMENT OF THE
LEONARD BRUCE QUINN LIVING TRUST**

THIS RESTATED TRUST AGREEMENT made the 4th day of May, 2011, between LEONARD BRUCE QUINN, residing at 237 Rockefeller Lane, Red Hook, NY 12571, (the "Grantor") and LEONARD BRUCE QUINN, residing at 237 Rockefeller Lane, Red Hook, NY 12571 (the "Trustee"),

W I T N E S S E T H:

WHEREAS the Grantor established the LEONARD BRUCE QUINN LIVING TRUST, by Agreement dated the 28th day of May, 2008.

WHEREAS the Grantor desires to amend the Trust and restate it in its entirety.

NOW THEREFORE, the LEONARD BRUCE QUINN LIVING TRUST is amended and restated in its entirety as follows:

WHEREAS the Grantor desires to create a trust to be entitled the LEONARD BRUCE QUINN LIVING TRUST for the purposes mentioned,

NOW THEREFORE, the Grantor transfers to the Trustee the property set forth on Schedule A to hold the same together with any additional property received by them, IN TRUST, to be invested and reinvested and disposed of as follows:

ARTICLE ONE: The Trustee shall pay the net income to or for the benefit of the Grantor in convenient installments, but at least quarterly, during his life. The Trustee may also pay to the Grantor so much of the principal, whether the whole or a lesser amount, as the Trustee in his sole discretion determines.

ARTICLE TWO: Upon the Grantor's death:

In case the Grantor's probate estate (excluding income) is insufficient to pay his funeral expenses, all claims against his estate, the expenses of administering his estate and all death taxes chargeable to his estate and to satisfy all pre-residuary legacies or devises given by his Will, the Trustees shall make available to the Grantor's Executor, out of the trust fund, such sums as the Executor shall certify to be required to make good such deficiency. The Trustees shall have no duty to inquire as to the propriety of any certification made by the Executor. If United States Treasury bonds eligible for redemption at par in payment of

federal estate tax are held in the trust, the Trustees shall distribute such bonds to the Grantor's Executor for use in satisfying the tax to the extent of the trust's liability.

(A) After making the payments directed, the Trustees shall distribute all property then belonging to the income and principal of the trust as follows:

(1) Grantor's 1967 T-Bird automobile shall be distributed to Grantor's son, DERON BRUCE QUINN.

(2) Grantor's TWENTY-FIVE PERCENT (25%) ownership interest in the farm land of approximately 78.85 acres located in Marion County, Indiana shall be distributed to Grantor's wife, CANDACE D. POWER-QUINN.

(3) Grantor's FIFTY PERCENT (50%) ownership interest in the improved real property located at 7320 Hanna Avenue, Indianapolis, Indiana shall be distributed to Grantor's son, DERON BRUCE QUINN.

(4) The remaining balance of the trust assets shall be sold and the net proceeds thereof shall be distributed as follows:

(a) FIFTY PERCENT (50%) to Grantor's son, DERON BRUCE QUINN. In the event DERON predeceases the Grantor, his share shall be distributed to his surviving issue, by representation, and if he should have no issue surviving, the same shall be distributed in equal shares to Grantor's brother, LARRY R. QUINN and Grantor's sister, VIRGINIA HOLT, or the survivor of them.

(b) FIFTY PERCENT (50%) to Grantor's wife, CANDACE D. POWER-QUINN. In the event CANDACE predeceases the Grantor, her share shall be distributed in equal shares to CANDACE's then surviving children and grandchildren.

ARTICLE THREE: The Trustee may terminate the trust if in his sole discretion the trust is so small as to make continuation inadvisable, and shall distribute the principal to the income beneficiary of the trust or to the committee, conservator or other person responsible for such beneficiary.

ARTICLE FOUR: The Grantor, or any other person, may from time to time transfer and deliver or may bequeath or devise by Last Will and Testament, to the Trustee any property acceptable to him which shall be held and disposed of in all respects subject to the provisions of this Agreement.

ARTICLE FIVE: The Grantor reserves the power to revoke, alter, amend or modify this Agreement and any trust created hereunder by an instrument in writing delivered to the Trustee, except that the powers, duties, liabilities and compensation of the Trustee may not be affected without his consent.

ARTICLE SIX: In addition to, and not by way of limitation of, the powers vested by law in fiduciaries, the Grantor hereby expressly grants to the Trustee with respect to each of the trusts created hereunder, including any accumulated income thereof, the powers hereinafter enumerated, all of such powers so conferred or granted to be exercised by them as they may deem advisable, in their sole and absolute discretion:

(1) To retain, purchase or otherwise acquire, whether originally a part of any trust or subsequently acquired, and whether or not such investments be of the character permissible for investment by fiduciaries and without regard to degree of diversification, any variety of real or personal property, any and all stocks, bonds, notes or other securities, interests in common trust funds, mutual funds, investment companies, investment trusts, and partnerships (participating therein as a general or limited partner);

(2) To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part of any trust, in any manner, at any time or times, for any purpose, for any price and upon any terms, credits and conditions; and to enter into leases which extend beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust;

(3) To borrow money from any lender for any purpose deemed appropriate, including the exercise of stock options, and as security to mortgage or pledge upon any terms and conditions any real or personal property forming a part of any trust created hereunder;

(4) To vote in person or by general or limited proxy with respect to any shares of stock or other security; to oppose or consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or to the sale, lease, pledge or mortgage of any property by or to any such corporation;

(5) To register any security in the name of a nominee, with or without the addition of words indicating that such security is held in a fiduciary capacity; and to hold any security in bearer form;

(6) To make such elections and exercise such choices under the tax laws as may be deemed advisable, regardless of the effect thereof on any of the interests under any of

the trusts created hereunder; no adjustments or transfers between principal and income shall be required as a result of such elections or choices;

(7) To pay, compromise, adjust, submit to arbitration, sell or release any claims or demands of any trust against others or of others against any trust upon any terms and condition, including the acceptance of deeds to real property in satisfaction of bonds and mortgages; and to make any payments in connection therewith;

(8) To make distribution in kind and to cause any distribution to be composed of cash, property or undivided fractional interests in property different in kind from any other distribution without regard to the income tax basis of any property so distributed;

(9) To purchase from the legal representatives of the Grantor's estate any property of the estate at its fair market value and to make loans for adequate consideration to the legal representatives of the Grantor's estate upon such terms and conditions as the Trustee, in his sole and absolute discretion, may determine, regardless of whether the Trustee may also be a legal representative of the Grantor's estate.

(10) To render liquid any trust in whole or in part at any time and from time to time and to hold cash or readily marketable securities of little or no yield for such period as may be deemed advisable. Any proceeds of sale of unproductive or under-productive property, whether real or personal, shall be allocated entirely to principal;

(11) To employ custodians, investment advisers, accountants, attorneys and other agents and to pay the fees resulting therefrom out of the principal or income of any trust without reduction of their own compensation;

(12) To delegate any duties or powers to a co-fiduciary upon such terms and conditions and for such period as may be deemed advisable;

(13) For the purpose of determining the principal and income of any trust created hereunder:

Any distribution, whether in the form of a stock split or stock dividend, declared or authorized in respect of any stock composing in whole or in part at any time the principal of any trust, payable to the stock of any class of the corporation or association declaring or authorizing the same or in the stock of any other corporation or association, shall be entirely principal and no part of any such distribution shall be income. All interest, rents and cash dividends and all cash distributions on wasting assets, except liquidating dividends, shall be income and shall be disposed of as such. Liquidating dividends shall be

If at any time and for any reason any Trustee should cease to act hereunder, a successor Trustee shall be appointed by the Grantor, if the Grantor is then living, or, if the Grantor is not then living or if the Grantor should fail to fill such vacancy within thirty (30) days after the occurrence thereof, the Grantor's son, DERON BRUCE QUINN, and Grantor's wife, CANDACE D. POWER-QUINN, shall be the successor Co-Trustees in the order named.

Any successor Trustee shall qualify by delivering a written and acknowledged acceptance of the Trust to an acting Trustee, if there is a Trustee acting, or if not, to the Grantor, if he is then living, or if not, to the then income beneficiary of the Trust.

The Trustees shall not be required to furnish bond or security for the faithful performance of their duties as such Trustee in any court, place or jurisdiction.

ARTICLE ELEVEN: The indenture shall be construed under, and the trust hereby created shall be governed by, the laws of the State of New York.

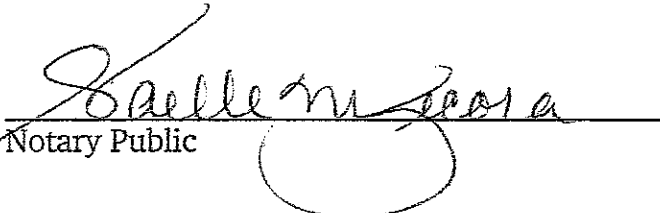
The Trustee acknowledges receipt of the property set forth on Schedule A, and accepts the trust and covenants that it will faithfully discharge his duties as Trustee.



LEONARD BRUCE QUINN, Grantor & Trustee

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the 4th day of May, 2011, before me, the undersigned, personally appeared LEONARD BRUCE QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

NOELLE M. PECORA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02PE6146257
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MAY 15, 2014

LEONARD BRUCE QUINN LIVING TRUST

THIS INDENTURE dated the 28th day of April, 2008, between LEONARD BRUCE QUINN, residing at 237 Rockefeller Lane, Red Hook, NY 12571, (the "Grantor") and LEONARD BRUCE QUINN, residing at 237 Rockefeller Lane, Red Hook, NY 12571 (the "Trustee"),

WITNESSETH:

WHEREAS the Grantor desires to create a trust to be entitled the LEONARD BRUCE QUINN LIVING TRUST for the purposes mentioned,

NOW THEREFORE, the Grantor transfers to the Trustee the property set forth on Schedule A to hold the same together with any additional property received by them, IN TRUST, to be invested and reinvested and disposed of as follows:

ARTICLE ONE: The Trustee shall pay the net income to or for the benefit of the Grantor in convenient installments, but at least quarterly, during his life. The Trustee may also pay to the Grantor so much of the principal, whether the whole or a lesser amount, as the Trustee in his sole discretion determines.

ARTICLE TWO: Upon the Grantor's death:

In case the Grantor's probate estate (excluding income) is insufficient to pay his funeral expenses, all claims against his estate, the expenses of administering his estate and all death taxes chargeable to his estate and to satisfy all pre-residuary legacies or devises given by his Will, the Trustees shall make available to the Grantor's Executor, out of the trust fund, such sums as the Executor shall certify to be required to make good such deficiency. The Trustees shall have no duty to inquire as to the propriety of any certification made by the Executor. If United States Treasury bonds eligible for redemption at par in payment of federal estate tax are held in the trust, the Trustees shall distribute such bonds to the Grantor's Executor for use in satisfying the tax to the extent of the trust's liability.

(A) After making the payments directed, the Trustees shall distribute all property then belonging to the income and principal of the trust to the Grantor's son, DERON BRUCE QUINN. If DERON BRUCE QUINN predeceases the Grantor, said income and principal shall be given to his then surviving issue, by representation. If DERON BRUCE QUINN is not survived by issue, the trust shall be distributed as follows:

(1) Grantor's residence located at 237 Rockefeller Lane in Red Hook, NY and its contents, including any motor vehicles stored on the property, and Grantor's vacant parcel of land located at Rockefeller Lane in Red Hook, NY to Grantor's sister, VIRGINIA HOLT.

(2) Grantor's condominium in Daytona, Florida and its contents, including any motor vehicles stored on the property, to Grantor's sister, DAWN HAHN.

(3) The balance thereof shall be distributed to Grantor's brother, LARRY R. QUINN.

ARTICLE THREE: The Trustee may terminate the trust if in his sole discretion the trust is so small as to make continuation inadvisable, and shall distribute the principal to the income beneficiary of the trust or to the committee, conservator or other person responsible for such beneficiary.

ARTICLE FOUR: The Grantor, or any other person, may from time to time transfer and deliver or may bequeath or devise by Last Will and Testament, to the Trustee any property acceptable to him which shall be held and disposed of in all respects subject to the provisions of this Agreement.

ARTICLE FIVE: The Grantor reserves the power to revoke, alter, amend or modify this Agreement and any trust created hereunder by an instrument in writing delivered to the Trustee, except that the powers, duties, liabilities and compensation of the Trustee may not be affected without his consent.

ARTICLE SIX: In addition to, and not by way of limitation of, the powers vested by law in fiduciaries, the Grantor hereby expressly grants to the Trustee with respect to each of the trusts created hereunder, including any accumulated income thereof, the powers hereinafter enumerated, all of such powers so conferred or granted to be exercised by them as they may deem advisable, in their sole and absolute discretion:

(1) To retain, purchase or otherwise acquire, whether originally a part of any trust or subsequently acquired, and whether or not such investments be of the character permissible for investment by fiduciaries and without regard to degree of diversification, any variety of real or personal property, any and all stocks, bonds, notes or other securities, interests in common trust funds, mutual funds, investment companies, investment trusts, and partnerships (participating therein as a general or limited partner);

(2) To sell, lease, pledge, mortgage, transfer, exchange, convert or otherwise dispose of, or grant options with respect to, any and all property at any time forming a part

of any trust, in any manner, at any time or times, for any purpose, for any price and upon any terms, credits and conditions; and to enter into leases which extend beyond the period fixed by statute for leases made by fiduciaries and beyond the duration of any trust;

(3) To borrow money from any lender for any purpose deemed appropriate, including the exercise of stock options, and as security to mortgage or pledge upon any terms and conditions any real or personal property forming a part of any trust created hereunder;

(4) To vote in person or by general or limited proxy with respect to any shares of stock or other security; to oppose or consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or to the sale, lease, pledge or mortgage of any property by or to any such corporation;

(5) To register any security in the name of a nominee, with or without the addition of words indicating that such security is held in a fiduciary capacity; and to hold any security in bearer form;

(6) To make such elections and exercise such choices under the tax laws as may be deemed advisable, regardless of the effect thereof on any of the interests under any of the trusts created hereunder; no adjustments or transfers between principal and income shall be required as a result of such elections or choices;

(7) To pay, compromise, adjust, submit to arbitration, sell or release any claims or demands of any trust against others or of others against any trust upon any terms and condition, including the acceptance of deeds to real property in satisfaction of bonds and mortgages; and to make any payments in connection therewith;

(8) To make distribution in kind and to cause any distribution to be composed of cash, property or undivided fractional interests in property different in kind from any other distribution without regard to the income tax basis of any property so distributed;

(9) To purchase from the legal representatives of the Grantor's estate any property of the estate at its fair market value and to make loans for adequate consideration to the legal representatives of the Grantor's estate upon such terms and conditions as the Trustee, in his sole and absolute discretion, may determine, regardless of whether the Trustee may also be a legal representative of the Grantor's estate.

(10) To render liquid any trust in whole or in part at any time and from time to time and to hold cash or readily marketable securities of little or no yield for such period as

may be deemed advisable. Any proceeds of sale of unproductive or under-productive property, whether real or personal, shall be allocated entirely to principal;

(11) To employ custodians, investment advisers, accountants, attorneys and other agents and to pay the fees resulting therefrom out of the principal or income of any trust without reduction of their own compensation;

(12) To delegate any duties or powers to a co-fiduciary upon such terms and conditions and for such period as may be deemed advisable;

(13) For the purpose of determining the principal and income of any trust created hereunder:

Any distribution, whether in the form of a stock split or stock dividend, declared or authorized in respect of any stock composing in whole or in part at any time the principal of any trust, payable to the stock of any class of the corporation or association declaring or authorizing the same or in the stock of any other corporation or association, shall be entirely principal and no part of any such distribution shall be income. All interest, rents and cash dividends and all cash distributions on wasting assets, except liquidating dividends, shall be income and shall be disposed of as such. Liquidating dividends shall be principal. Extraordinary cash dividends and cash dividends received from a corporation whose assets are usually considered as wasting or of like nature shall be income;

(14) In the event that principal of any trust created hereunder is required to be used for the payment of taxes upon income deemed taxable to such trust because of the distribution of principal thereto, no equitable adjustment in favor of the principal of such trust from income shall be required;

(15) To elect any optional modes of settlement available under any insurance policy or any employee benefit plan or any retirement plan or account and to elect any option available with respect to any tax imposed as a result thereof; and

(16) To execute and deliver any and all instruments to carry out any of the foregoing powers, no party to any such instrument being required to inquire into its validity or to see to the application of any money or other property paid or delivered pursuant to the terms of any such instrument.

ARTICLE SEVEN: No beneficiary (other than the Grantor or the Grantor's executors) shall have the right to question the acts or failures to act of the Trustee during the Grantor's life. The Grantor directs that in any proceeding relating to the trust, service of process upon any person under a disability shall not be made when a person not under

a disability is a party to the proceeding and has the same interest at the person under the disability.

ARTICLE EIGHT: Any Trustee may resign at any time by a written instrument delivered to the Grantor who shall have the power to appoint a successor Trustee.

ARTICLE NINE: When property, whether principal or income, vests in a minor, the Trustee shall have the right as donor of a power during the minority to hold and manage the property until the minor attains majority, and may exercise in respect of the property and the income all powers conferred by this indenture or by law on the Trustee. The Trustee shall not be required to render periodic accounts to any court. For purposes of this indenture, a minor shall be any person who has not attained age 21.

ARTICLE TEN: The Trustee shall be authorized to retain premises located at 237 Rockefeller Lane, Red Hook, NY, as part of the principal of this trust, and to permit the Grantor to occupy the said premises without the payment of rent during his lifetime. The cost of repairs, taxes, assessments, fire and public liability insurance, mortgage interest and amortization, and all other carrying charges in connection with the said property shall be paid out of the income of the trust. If the income is insufficient to pay such costs, the Grantor shall be responsible for the payment of such costs.

ARTICLE ELEVEN: Any Trustee hereunder may at any time during the continuance of the trust resign after giving thirty (30) days notice in writing to the Grantor, if the Grantor is then living, or if the Grantor is not then living, to the other Trustee, or, if none, to the income beneficiary or beneficiaries not under any legal disability of the trust or trusts created hereunder, of the Trustee's intention to do so, such resignation to become effective upon the date specified in such notice.

If at any time and for any reason any Trustee should cease to act hereunder, a successor Trustee shall be appointed by the Grantor, if the Grantor is then living, or, if the Grantor is not then living or if the Grantor should fail to fill such vacancy within thirty (30) days after the occurrence thereof, the Grantor's son, DERON BRUCE QUINN, and Grantor's brother, LARRY R. QUINN, shall be the successor Co-Trustees.

Any successor Trustee shall qualify by delivering a written and acknowledged acceptance of the Trust to an acting Trustee, if there is a Trustee acting, or if not, to the Grantor, if he is then living, or if not, to the then income beneficiary of the Trust.

The Trustees shall not be required to furnish bond or security for the faithful performance of their duties as such Trustee in any court, place or jurisdiction.

ARTICLE ELEVEN: The indenture shall be construed under, and the trust hereby created shall be governed by, the laws of the State of New York.

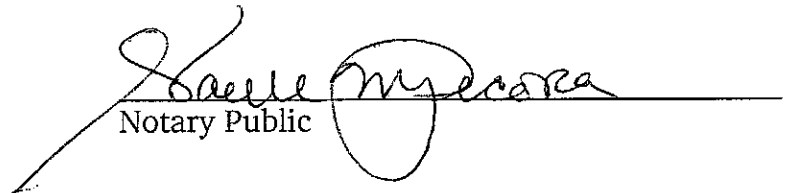
The Co-Trustees acknowledges receipt of the property set forth on Schedule A, and accepts the trust and covenants that it will faithfully discharge its duties as Co-Trustees.



LEONARD BRUCE QUINN, Grantor & Trustee

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the 28th day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared LEONARD BRUCE QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

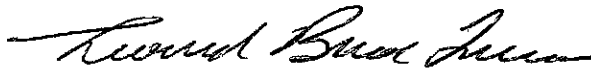

Notary Public

NOELLE MARIE PECORA
Notary Public, State of New York
Qualified in Albany Co. No. 02PE6146257
Commission Expires May 15, 2010

DEED IN TRUST

On this 28th day of April, 2008, I hereby transfer to LEONARD BRUCE QUINN residing at 237 Rockefeller Lane, Red Hook, NY 12571, as Trustee under the LEONARD BRUCE QUINN LIVING TRUST dated the 28th day of April, 2008, the following:


(1) All tangible personal property, including clothing, books, personal and household effects, now owned or hereafter acquired.



LEONARD BRUCE QUINN

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the 28th day of April, 2008, before me, the undersigned, personally appeared LEONARD BRUCE QUINN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

NOELLE MARIE PECORA
Notary Public, State of New York
Qualified in Albany Co. No. 02PE6146257
Commission Expires May 15, 2010

LAST WILL AND TESTAMENT

I, LEONARD BRUCE QUINN, a resident of and domiciled in the Town of Red Hook, County of Dutchess, and State of New York, do hereby make, publish and declare the following to be my Last Will and Testament, hereby revoking all Wills and Codicils by me at any time heretofore made:

FIRST: I direct that all my legal debts and funeral expenses be paid.

SECOND: All the rest, residue and remainder of my estate, of whatever nature and wherever situated, of which I may be seized or possessed or to which I may be entitled at the time of my death, including property over which I have a power of appointment that I shall not have otherwise exercised, released, or refused to exercise, I give, devise, and bequeath to the Trustee of the LEONARD BRUCE QUINN LIVING TRUST under a trust agreement dated April 28, 2008, as restated under a Restatement of Trust dated May 4, 2011 between myself as Grantor and Trustee, as an addition to the principal of said trust, under the same terms, conditions and provisions contained in said trust agreement. In the event that the aforementioned Trust has terminated prior to my death or is not otherwise in existence, then I give, devise and bequeath my estate as follows:

(A) I give and bequeath my 1967 T-Bird automobile to my son, DERON BRUCE QUINN.

(B) I give and devise my TWENTY-FIVE PERCENT (25%) ownership interest in the farm land of approximately 78.85 acres located in Marion County, Indiana to my wife, CANDACE D. POWER-QUINN.

(C) I give and devise my FIFTY PERCENT (50%) ownership interest in the improved real property located at 7320 Hanna Avenue, Indianapolis, Indiana to my son, DERON BRUCE QUINN.

(D) I direct that my Executor shall sell all the rest, residue and remainder of my estate assets and disburse the net proceeds as follows:

(1) FIFTY PERCENT (50%) to my son, DERON BRUCE QUINN. If DERON should predecease me, then and in that event, I give, devise and bequeath his share of my residuary estate to his then surviving issue in equal shares, by representation. If he has no issue surviving, then the same shall be distributed in equal shares to my brother, LARRY R. QUINN, and my sister, VIRGINIA HOLT, or to the survivor of them.

(2) FIFTY PERCENT (50%) to my wife, CANDACE D. POWER-QUINN. If CANDACE should predecease me, then I give, devise and bequeath her share of my residuary estate to her then surviving children and grandchildren, in equal shares.

THIRD: My Executor shall have the absolute right and discretion to exercise the following powers in addition to any given by law, all without prior authority of any court, with respect to any property, real or personal, including accumulated income, at any time forming part of my estate, which property shall remain subject to the exercise of all powers of my Executor up to the time of final settlement of the accounts of my estate: (1) To retain any property for any period and to invest and reinvest in any property in which fiduciaries are authorized by law or any rule of court to invest trust funds; (2) to sell, lease, exchange, grant options for, or otherwise dispose of property at public or private sale on any terms as to cash or credit or otherwise, regardless of statutory limitation, as my Executor shall deem advisable; (3) to borrow or lend money and to pledge or mortgage any property for any valid estate purpose; and (4) to do all such acts and to exercise all such rights and

privileges although not herein specifically mentioned as if my Executor were the absolute owner of all such property and in that connection to enter into any covenants or agreements binding my estate as my Executor shall deem advisable.

FOURTH: (A) If principal becomes vested in and payable to a person under the age of twenty-one (21) years, my Executor may defer payment of any part or all thereof, meanwhile applying to the use of such person so much or all of such principal and of the income therefrom, as my Executor in his discretion may deem advisable. Any income not expended by my Executor shall be added to principal. My Executor shall pay any remaining principal to such person upon his or her attaining the age of twenty-one (21) years or to his or her estate upon death prior to such payment in full.

(B) Whenever income or principal is to be used for the benefit of a person under the age of twenty-one (21) years, my Executor may make payment of such property in any or all of the following ways:

(1) By paying such property to the parent, guardian or other person having the care and control of such person for such person's benefit or to any authorized person as custodian for such person under an applicable Transfers to Minors Act, with authority to authorize any such custodian to hold such property until the person attains the age of twenty-one (21) years where permitted under applicable law.

(2) By paying directly to any such beneficiary such sums as my Executor may deem advisable as an allowance.

(3) By expending such property in such other manner as my Executor in his discretion believes will benefit any such beneficiary.

(C) Any payment or distribution authorized in this Article shall be a full discharge to my Executor with respect thereto.

FIFTH: I hereby nominate, constitute and appoint my son, DERON BRUCE QUINN, to be Executor under this Will. If because of death or for any other reason, he is unable or unwilling to serve or fails to qualify as said Executor, or having qualified ceases to act as Executor, then I appoint my wife, CANDACE D. POWER-QUINN, to be alternate Executor of this Will. My Executor shall serve without bond or security.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal to this my Last Will and Testament this 4th day of May, 2011.

/s/ Leonard Bruce Quinn L.S.
LEONARD BRUCE QUINN

We, whose names are hereto subscribed, DO CERTIFY, that on the date of this Will the Testator above named, subscribed his name to this instrument in our presence and in the presence of each of us, and at the same time, in our presence and hearing, declared the same to be his Last Will and Testament, and requested us, and each of us, to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the Testator and of each other, on the day of the date of the said Will, and write opposite our names our respective places of residence.

/s/ Noelle M. Pecora residing at Beacon, NY