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ATTORNEY CERTIFICATION

Pursuant to Section 2105 of the New York Civil Practice Law and Rules, I, an attorney admitted to practice in the courts of the State, hereby certify that this copy has been compared by me with the original and is a true and complete copy thereof.

[Signature] 1/25/10
Attorney

Tamea L. Petersen First Amended and Restated Revocable Trust

THIS IS A TRUST AGREEMENT dated the 9th day of June, 2008, between **Tamea L. Petersen**, residing at residing at 60 Deer Creek Road, in the Town of Pittsford, Monroe County, New York, (described herein in the first person and sometimes referred to as the "Grantor"); and myself, as Trustee, residing at the same address (the "Trustee") is the first amendment and restatement of the Tamea L. Petersen Revocable Trust.

WHEREAS, I created the Tamea L. Petersen Revocable Trust on August 26, 2003; and

WHEREAS, I retained the power, as Trustee to invade the Trust principal without restriction for any purpose deemed necessary or appropriate by me; and

WHEREAS, I desire to make certain changes to the Tamea L. Petersen Revocable Trust;

NOW, THEREFORE, I hereby exercise the power of invasion to withdraw all assets from the Tamea L. Petersen Revocable Trust dated August 26, 2003 and hereby transfer all of said property, to myself as the Trustee, IN TRUST, to hold, manage and distribute the property under the terms of this Agreement;

ARTICLE I

Trust Name

This Agreement and the trusts hereunder may be referred to as the **Tamea L. Petersen Revocable Trust**.

ARTICLE II

Family Information

I am married to **Paul E. Petersen**, and any reference to my husband shall be to him. My children born before the date of this Agreement are **Kristin A. Tufte** and **Sonja L. Petersen**.

ARTICLE III

Trust Provisions During Lifetime

During my life, any property held under this Agreement shall be disposed of as follows:

A. The Trustee shall distribute to or for the benefit of me and my husband as much of the net income and principal of the trust and in such proportions as I may from time to time direct, and such additional amounts of net income or principal and in such proportions, as the Trustee, alone, deems appropriate, without regard to equality of distribution, including transfers to me and/or my husband to facilitate gifts on my or his behalf, by my or his attorney-in-fact.

B. Any net income not so distributed shall be accumulated and annually added to principal.

C. Whenever I am disabled (as defined below), the Trustee may make gifts from the Trust Fund (subject to my right to veto) as expressly authorized in this Article.

1. The Trustee may make gifts to my descendants in an amount not exceeding the annual federal gift tax exclusion under Code Sec. 2503(b). The Trustee may make gifts of twice this amount if I am married at the time of such gifts and if the Trustee believes that my husband is likely to agree to be treated as having made one-half of these gifts for federal gift tax purposes. The Trustee may make unlimited transfers for my descendants for those expenditures described Code Sec. 2503(e). The Trustee may not use any of the Trust Fund in a manner that would discharge the legal obligation of any Trustee to support any of my descendants.

2. The Trustee may also make gifts from the Trust Fund to any charitable organization, the gifts to which qualify for the federal income and gift tax charitable deduction and pay my charitable pledges and dues in a manner that the Trustee shall determine to reflect my general donative history.

3. The Trustee shall make gifts from the Trust Fund only as the Trustee shall deem to reflect my wishes, and the Trustee shall consider my history of making such gifts and my estate plan.

4. No gift may be made from the Trust Fund to any donee who is also a Trustee except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets.

5. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian or custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, or any Section 529 plan, as the Trustee shall deem appropriate, even if one or more of the persons acting as the Trustee is a trustee, guardian or custodian.

ARTICLE IV

Payments After Death

Upon my death, the Trustee shall dispose of all trust property, together with all property distributable to the Trustee as a result of my death, whether under my Will or otherwise (the "Trust Fund"), as follows:

A. If my probate estate (excluding income) is insufficient to pay my funeral expenses, all claims against my probate estate, the expenses of administering my probate estate, and any death taxes which result from my death, the Trustee shall pay out of the Trust Fund such sums as may be required to make good such insufficiency. In addition, if my Will gives my entire residuary estate to the Trustee under this Agreement, the Trustee shall satisfy any unsatisfied preresiduary cash legacy (to the extent of such insufficiency) in my Will and shall distribute real property, tangible personal property and intangible personal property in the way and to the recipients specified in the preresiduary provisions of my Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by me and disposed of under my Will, and distribution shall be made directly to the recipients named in my Will and not to my Executor, so that the trust property does not pass through my probate estate.

B. After the foregoing payments, the Trustee shall dispose of the balance of the Trust Fund in the manner provided below.

ARTICLE V

Tangible Personal Property

A. I give and bequeath all of my tangible personal property, including but not limited to household furniture, and furnishings, boats, automobiles, other motor vehicles, and personal effects together with all policies of insurance used in connection with such property, to my husband, **Paul E. Petersen**.

B. If my husband does not survive me, I give and bequeath all of such property to my children surviving me, in as nearly equal shares as possible.

C. If I leave a letter or memorandum requesting the distribution of specific items of tangible personal property, I request that my husband, my Trustee or my children, as the case may be, honor my wishes. This request is precatory. If my children do not agree to the division of such tangible personal property my Trustee shall make such division among them and in such event, the decision of my Trustee shall be binding and conclusive upon my children.

D. The cost of packing, shipping, insuring and temporarily storing such property shall be charged against the principal of this trust, as an administration expense.

ARTICLE VI

Bequest of Life Insurance Policies

I give and bequeath to my surviving children all policies of insurance which I own on the life on my husband, **Paul E. Petersen**.

ARTICLE VII

Cash Legacies

If my husband, **Paul E. Petersen**, does not survive me, I bequeath to each of my grandchildren the sum of Five Thousand Dollars (\$5,000).

ARTICLE VIII

Family Trust

If my husband, **Paul E. Petersen**, survives me, I bequeath to my Trustee, hereinafter named, that amount equal to the maximum amount by which my federal taxable estate (determined



without regard to this Article of the Trust) may be increased without generating a federal estate tax on my estate, after taking into account the unified credit available against such tax.

To the extent that such assets are available for this purpose, this Trust shall be funded with assets which are ineligible for the marital deduction and assets which are unproductive of income.

I recognize that the amounts passing to the Trustee under this Article may be partially reduced or totally eliminated by nondeductible gifts and payments of certain estate taxes and charges required by other provisions of this Agreement and that such amounts may be affected by determinations or elections made by my Trustee in the exercise of its discretion under this Agreement or under the provisions of the Internal Revenue Code.

The Trustee shall hold, administer and distribute the foregoing funds as follows:

A Commencing with the date of my death, my Trustee shall pay or apply all of the net income of the Trust to or for the benefit of my husband, **Paul E. Petersen**, in quarterly or more frequent installments.

B. At any time, my Trustee may pay to or apply for the benefit of my husband as much of the principal of this trust in such amounts as the Trustee, alone, deems appropriate. The Trustee has no obligation to distribute principal for any purpose and this broad grant of discretion is not intended to create any enforceable rights in my husband and no such rights shall be inferred.

C. It is my intention that the court supervising the administration of this trust shall not be able to compel a distribution or withdrawal by my husband. To that end, I direct that the provisions of EPTL 7-1.6 and other similar laws in effect from time to time shall not apply to this trust.

D. In addition to the income and discretionary payments of principal from this Trust, my Trustee shall pay to my husband, **Paul E. Petersen**, during his lifetime from the principal of this trust upon his written request during the last month of each fiscal year of the trust an amount not to exceed during such fiscal year the greater of Five thousand dollars (\$5,000) or Five percent (5%) of the total value of the principal of the trust on the last day of the eleventh month of the fiscal year without reduction for the principal payment for such fiscal year. This right of withdrawal is noncumulative, so that if my husband does not withdraw during the fiscal year the full amount to which he is entitled under this paragraph, then his right to withdraw the amount



not withdrawn shall lapse at the end of the fiscal year. This right is personal to my husband and may not be exercised by an agent, attorney-in-fact, guardian, guardian ad litem, conservator, committee or other such fiduciary.

E. This Trust shall terminate upon the death of my said husband, at which time the assets and income remaining on hand shall be paid over and distributed to or among such one or more members of a class consisting of my lineal descendants and all organizations described in Sections 170(c) and 2055 of the Internal Revenue Code, whether fully or partly outright or in trust as my husband may appoint in his Last Will duly admitted to probate which specifically refers to this Article and which states that he intends to exercise it. My husband shall have no power or authority to appoint such property to his creditors, his estate or to the creditors of his estate. This limited power of appointment shall not apply to any property passing to this Trust by way of disclaimer.

F. If my husband fails to effectively exercise the limited power of appointment granted by the previous Paragraph, the assets not effectively appointed shall be paid over and distributed pursuant to the provisions of the Article entitled "Distribution on Death of Survivor", below, as if my husband had not survived me.

ARTICLE IX

Residue to Spouse

If my husband, **Paul E. Petersen**, survives me, I give, devise and bequeath, to him all the rest, residue and remainder of the Trust Fund, wherever situate and whether acquired before or after the execution of this Agreement.

If my husband disclaims all or a part of this bequest, I direct that the disclaimed property be paid to the Trustee of the Family Trust, to be held and administered in accordance with the provisions thereof, except that the limited power of appointment given to my husband pursuant to the terms of that Trust shall not apply with respect to the disclaimed property.

ARTICLE X

Distribution on Death of Survivor

If my husband, **Paul E. Petersen**, does not survive me, I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description wherever situate and whether acquired before or after the execution of this Will, to my children, in equal shares, *per stirpes*. Provided, however, in lieu of an outright distribution, a grandchild's share shall be distributed to the Trustee of a Descendants' Separate Trust for such grandchild under this Agreement, to be disposed of as a part thereof.

ARTICLE XI

Descendants' Separate Trusts

In lieu of outright distribution, the share of any beneficiary, other than a child of mine, who has not attained thirty-five (35) years of age, shall be paid over to my Trustee hereinafter named to be held, administered and distributed as a Descendants' Separate Trust for such beneficiary, upon the following terms and conditions:

A. The Trustee may, at any time, pay to or apply for the benefit of the beneficiary and/or the beneficiary's descendants so much of the net income and principal of the trust as the Trustee, alone, deems advisable for the medical care, support, maintenance and education of the beneficiary and the beneficiary's descendants. When deciding how much net income and principal to distribute, if any, the Trustee may consider any other income, assets or resources of the beneficiary which the Trustee knows about, including the obligation of another person to support the beneficiary.

B. In addition, the Trustee may, at any time, pay to or apply for the benefit of the beneficiary so much of the net income and principal of the trust as the Trustee, alone, decides. The Trustee has no obligation to distribute principal to or for the beneficiary, except as stated in paragraph C, below. It is my intention that Section 7-1.6 of the New York Estates, Powers & Trusts Law and other laws in effect from time to time shall not apply to the trust.

C. When the beneficiary reaches age twenty-five (25), the beneficiary may withdraw one-third ($\frac{1}{3}$) of the principal of the trust at its then value. When the beneficiary reaches age thirty (30), the beneficiary may withdraw one-half ($\frac{1}{2}$) of the principal of the trust at its then



value reduced by the portion of the trust assets then still subject to the prior right of withdrawal not yet exercised. When the beneficiary reaches age thirty-five (35), the beneficiary may withdraw the balance of the trust to the beneficiary.

D. If the beneficiary dies during the trust term stated in the prior paragraph, then the property remaining in the trust must be distributed as follows:

1. An amount to the beneficiary's estate equal to the difference between the estate taxes actually paid by the beneficiary's estate and the estate taxes that would have been paid if any assets of this Descendant's Separate Trust which were subject at death to an unexercised right of withdrawal by the beneficiary had not been included in the beneficiary's estate for estate tax purposes. For purposes of this provision, "estate taxes" shall include all estate, succession or inheritance taxes applicable to the beneficiary's estate.
2. The balance to the beneficiary's children in equal shares, *per stirpes*, subject to the terms of the trusts under this Article;
3. If the beneficiary has no descendants, then to the beneficiary's siblings, *per stirpes*, subject to the terms the trusts under this Article;
4. If the beneficiary is not survived by descendants or siblings or descendants of deceased siblings, then to the descendants of the next ancestor of the beneficiary who is a lineal descendant of mine, *per stirpes*, subject in the case of my grandchildren and more remote descendants to the terms the trusts under this Article.

ARTICLE XII

Contingent Distribution

If, at the time of my death or at the termination of any trust created hereunder (including a power in trust), whichever is last, neither my spouse, nor any lineal descendants of mine are then living, I give, devise and bequeath the trust remainder as follows:

1. Fifty percent (50%) to the **Metropolitan Opera**, New York, New York; and
2. Fifty percent (50%) to the **Rochester Philharmonic Orchestra**, Rochester, New York.

ARTICLE XIII

Simultaneous Death

If any beneficiary, except my husband, **Paul E. Petersen**, shall die within ninety (90) days after my death, it shall be conclusively presumed for the purposes of this Agreement that said beneficiary predeceased me. If my husband and I shall die under circumstances where there is not clear and convincing evidence of the order of our deaths, it shall be presumed that he survived me.

ARTICLE XIV

Estate Taxes

A. If my husband, **Paul E. Petersen**, survives me, I direct that all estate, inheritance, succession, death or similar taxes (together with interest and penalties) assessed with respect to my estate herein disposed of, or on any other property or interests in property included in my estate for such tax purposes, be paid out of that portion of the Family Trust, for which an election under Internal Revenue Code Section 2056(b)(7) is not made by my executor, without apportionment.

B. If my husband does not survive me, I direct that all such taxes and assessments be paid out of that portion of the residue of the Trust Fund not qualifying for an estate tax charitable deduction, without apportionment.

ARTICLE XV

Fiduciary Powers

The interpretation and operation of the trust shall be governed by the laws of the State of New York. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of New York or any other jurisdiction whose law applies to the trust. The Trustee shall have absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property.

A. The powers of the Trustee shall include the following:

1. The Trustee may determine what property is covered by general descriptions contained in this Agreement.

2. The Trustee may, at any time and from time to time, change the situs of the Trust from one state to another.

3. The Trustee may make any election available under the tax laws in such manner as the Trustee shall determine, including any election to treat this revocable trust as part of my estate for income tax purposes, even though a Trustee may have an interest affected by the election, except where a Trustee is prohibited from participating in the election by another provision of this Agreement.

4. The Trustee may retain any property originally owned by me and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner) and other forms of joint investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee.

5. The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

6. The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases.

7. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

8. The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. No Trustee shall be personally liable for any such loan, and such loan shall be payable only out of assets of the trust.

9. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the

beneficiaries (including any trust) in such proportions, not necessarily *pro rata*, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share.

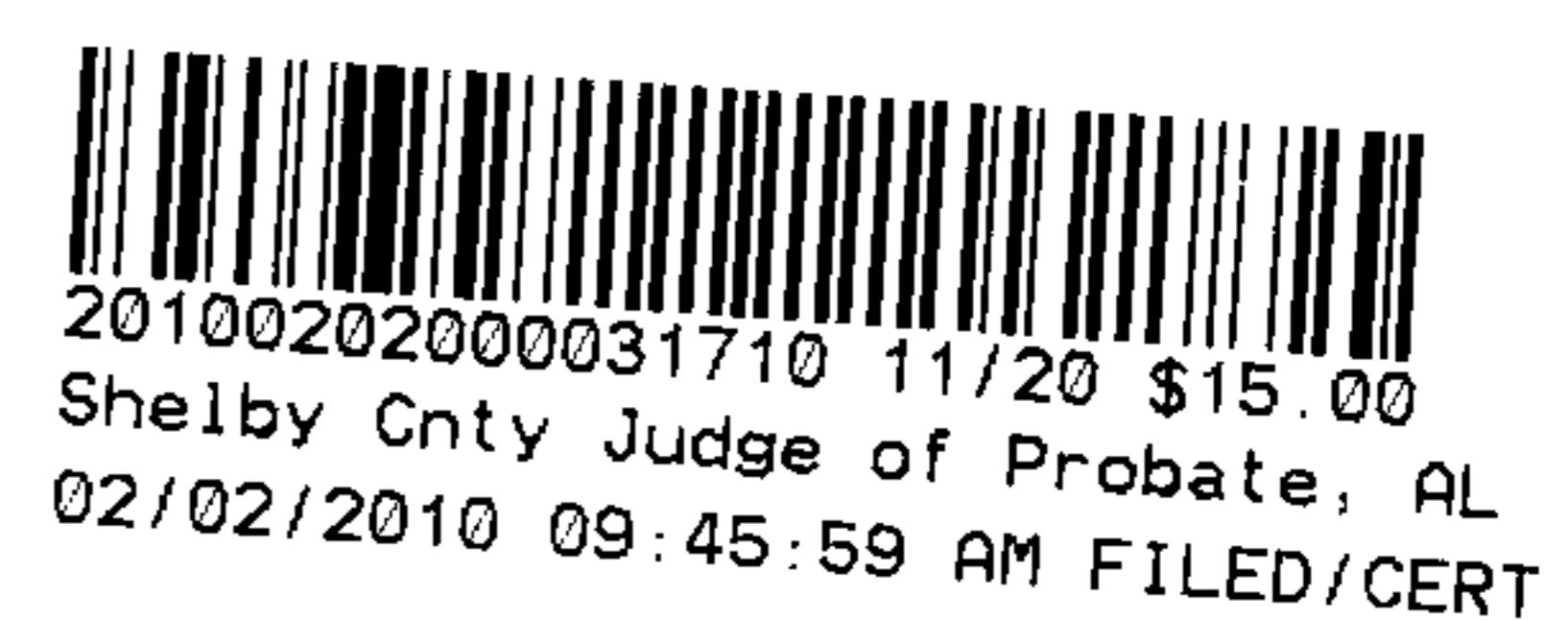
10. The Trustee may apply to the use of any individual any property whether principal or income, that otherwise would or could be distributed directly to such individual.

11. The Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

12. The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property, and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee, in the exercise of sole and absolute discretion, deem suitable for the purpose.

13. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

14. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience



in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

15. The Trustee may consolidate any trust for a descendant with another trust having identical terms and the same Trustee (whether or not under this Agreement) and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came.

16. The Trustee (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustee (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

17. The Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable GST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio because the trusts have different transferors for GST purposes or for any other purpose. Any such division shall be by fractional shares and each share shall participate *pro rata* in income, appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) shall be applied *pro rata* to the separate trusts based on the fractional shares into which they are divided.

18. The Trustee may make loans to buy property from and generally have the power to make contracts with, my or my husband's estate or the trustee of any trust subject to any wealth transfer tax upon either of our deaths, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling, borrowing or otherwise contracting fiduciary; provided, however, that such loans shall be for adequate interest and shall be adequately secured, and such purchases shall be for fair market value.

19. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to

fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

20. The Trustee may accept or decline to accept additions from any source.

21. Whenever two trusts created under this instrument are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), whether or not the trusts have different inclusion ratios with respect to any common transferor or have different transferors for generation-skipping transfer tax purposes, the Trustee is authorized, in the exercise of sole and absolute discretion, instead of combining said trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. However, the Trustee may manage and invest such separate trusts *in solido*. If anyone (for example, my Husband) adds or is deemed to add by gift or bequest property to a trust created under this instrument, I authorize the Trustee, in the exercise of sole and absolute discretion, to hold the added property as a separate trust with terms identical to the trust to which it would have been added and the Trustee may manage and invest such separate trusts *in solido*.

22. The Trustee may pay from this Trust the cost of any ancillary proceeding regarding assets owned by me at my death.

23. The Trustee is authorized, in the exercise of sole and absolute discretion, to combine any one or more trusts with identical terms for an identical beneficiary or beneficiaries created under this instrument as a single trust. The Trustee is also authorized, in the exercise of sole and absolute discretion, later to divide such trust as provided above in this paragraph. Without in any way limiting the sole and absolute discretion of the Trustee granted by this paragraph, I envision that the Trustee will not elect to combine two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

B. The following general provisions shall apply to the Trustee under this Agreement:

1. "Interested Trustee" means for any trust a Trustee who is (I) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is currently eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (I) is an Interested Trustee only with respect to the

transferred property (including income and gain on, and reinvestment of, such property). A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

2. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may, but need not, have the same investments and follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

3. Except to the extent specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustees of that trust and, if two or more Trustees are eligible to act on a given matter, they shall act by majority. In the exercise of discretion over distributions, where this Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions "for any purpose", and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, the distribution desired by the set of Trustees participating in distributions "for any purpose" shall prevail.

4. Individual Trustees shall receive compensation in accordance with the law of the State of New York in effect at the time of payment, unless the Trustee waives compensation, provided that my husband and descendants shall serve without compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee.

5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or by any beneficiary.

6. The fact that a Trustee is active in the investment business shall be deemed a conflict of interest, and purchases and sales of investments may not be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like, and property of a trust hereunder may not be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.

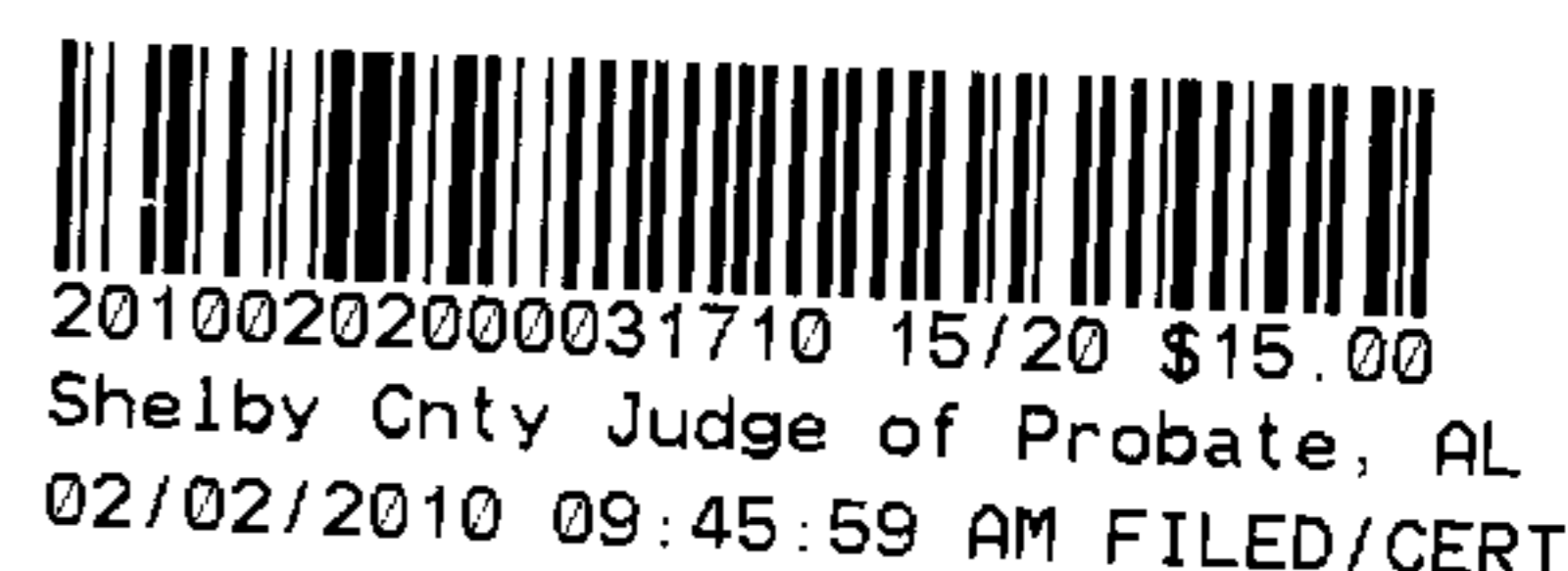
7. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

8. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall be deemed a conflict of interest, and the Trustee may not pay fees for such services to such Trustee or firm. An attorney or other Trustee who also renders professional services shall receive full compensation only for services as Trustee and not for professional services rendered.

9. When I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled, and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith or in violation of specific provisions of this Agreement. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance and support (including support in an accustomed manner of living) as those words shall create an ascertainable standard for federal tax purposes when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith. An Interested Trustee may exercise discretion to make distributions to himself or herself subject to an ascertainable standard notwithstanding any contrary rule of law.

10. Notwithstanding any other provisions of this Agreement, each Trustee is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. In exercising discretion over distributions, the Trustee may consider, or may disregard, other resources available to any beneficiary.

11. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise, the Trustee's discretionary power to distribute income or



principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others whether or not the terms of the trust specifically mention that possibility.

12. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

13. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

C. I or a Trustee shall be deemed to be "disabled" (and while disabled shall not serve as a Trustee) if another then-serving Trustee or, if there is none, the next successor Trustee receives written certification that the examined individual is physically or mentally incapable of managing the affairs of the trust (or, in the case of me, my personal financial affairs), whether or not there is an adjudication of incapacity.

1. This certification shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined me or the Trustee, as the case may be.

2. This certification need not indicate any cause for the disability.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that I shall then be capable of my personal financial affairs or that the former Trustee, as the case may be, is capable of managing the trust's affairs. This certification, too, shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined me or the Trustee, as the case may be, and at least one (1) of whom is board certified in the specialty most closely associated with the former disability.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for disability based on these certifications.

D. Required Release of Protected Health Information. Each individual named herein or appointed pursuant to the provisions hereof as Trustee, as a condition precedent to such person so serving or being appointed, shall execute a written statement (a) authorizing and directing all of his or her health care providers to release, to any person having an interest hereunder (herein

"Information Recipient") any and all Protected Health Information (including, but not limited to, the results of any medical examination conducted pursuant to the second following sentence) for purposes of allowing a determination of whether the individual lacks the required capacity to continue to so serve hereunder and (b) in a form sufficient to permit such release pursuant to 45 CFR 164.508 (or any successor thereto). The term Information Recipient shall include but not be limited to, another Trustee acting hereunder. Any individual who revokes such authorization shall thereupon be treated as resigning as Trustee hereunder upon the date of discovery of such revocation by any Information Recipient; provided that, notwithstanding the foregoing, upon discovery of such revocation, such fiduciary shall not be treated as resigning if the requisite authorization described above is executed by such individual within twenty (20) days after notice of such discovery is given to such individual by any Information Recipient. In addition, each individual so serving who fails within a reasonable time to undergo a medical examination at the written request of any person having an interest hereunder (including, but not limited to, another Trustee acting hereunder) for the sole purpose of determining if the individual lacks the required capacity to continue to so serve hereunder or fails to cause the results of such examination to be made available within a reasonable time to the person making the written request, shall be treated as resigning as such fiduciary, provided that there is reasonable basis to request the medical examination be undertaken and provided further that no such request may be made more than once every thirty-six (36) months. The cost of the medical examination shall be borne by the trust with respect to which such individual is acting as Trustee.

ARTICLE XVI

Appointment of Successor Trustees and Protector

If I am disabled or otherwise unable or unwilling to serve or to continue to serve as Trustee during my lifetime, I nominate and appoint my husband, **Paul E. Petersen**, as first successor Trustee. If, for any reason, he is unable or unwilling to serve or to continue to serve in such capacity, then I nominate and appoint my daughters, **Kristin A. Tufte** and **Sonja L. Petersen** as second successor Co-Trustees.

I nominate and appoint my husband, **Paul E. Petersen** and my daughters, **Kristin A. Tufte** and **Sonja L. Petersen**, Co-Trustees of the Family Trust created hereunder. I specifically

prohibit my husband, as Trustee, from making any discretionary distributions of either principal or income in his own favor.

I nominate and appoint my surviving child and the parent of the beneficiary as Co-Trustees of the Descendants' Separate Trusts created hereunder.

I nominate and appoint my attorney, **David C. Pettig**, as the Protector of all trusts created under this Agreement. If there is a conflict between any two or more Co-Trustees as to the exercise of a fiduciary power under this Agreement, a Co-Trustee may submit the descendants to the Protector and the decision of the Protector shall be final and binding on all fiduciaries and other interested parties. If a Trustee named in this Agreement is unable or unwilling to serve or to continue to serve in such capacity, the Protector may appoint a alternate or successor corporate Trustee. The Protector shall also have the right at any time to remove and replace the corporate Trustee of any trust created under this Agreement. The Protector then serving shall have the right to appoint a successor Protector. If the Protector fails to appoint a successor, my daughters, or the survivor of them, must do so. The Protector shall be entitled to compensation for services rendered, at the Protector's customary rates.

I direct that all fiduciaries named herein shall serve without bond, or if a bond is required, they shall not be required to furnish any sureties thereon.

ARTICLE XVII

Revocability of Trust and Rights Reserved

I reserve the following rights, each of which may be exercised whenever and as often as I may wish:

A. Amend or Revoke. The right by an acknowledged instrument in writing to revoke or amend this Trust Agreement or any trust hereunder. After my death, neither this Trust Agreement nor any trust hereunder may be revoked or amended except as expressly provided elsewhere herein.

B. Remove and Appoint Trustees. The right to remove any Trustee or Protector and appoint substitute, additional or successor Trustees and/or Protectors.

C. Approve Investment Decisions. The right to approve the Trustees' investment decisions and my approval shall bind all other beneficiaries. While I am competent and have the right to



revoke this trust, the Trustees shall have no responsibility whatsoever for the results of any investment decision (whether to buy, sell or retain) that I approve either before or after it is made. If I am aware of an investment decision and do not object to it, I shall be deemed to have approved it.

D. Approve Trustees' Conduct. The right from time to time to approve of the Trustees' conduct (whether in connection with an accounting by the Trustees or without an accounting), and my approval shall bind all other beneficiaries.

E. Insurance Policies. All rights I may have as the owner of any insurance policies payable to the Trustees.

IN WITNESS WHEREOF, I have signed this Agreement, effective the day and year first above written, and executed by me on the date set forth below.

Dated: June 9, 2008

Tamea L. Petersen

Tamea L. Petersen,
as Grantor and Trustee

Witnesses:

[Signature]
Witness

Address:

90 Commonwealth Pl.

Rochester, NY 14618

Barbara S. Martin
Witness

84 Ridge Road

Ontario, NY 14519



STATE OF NEW YORK

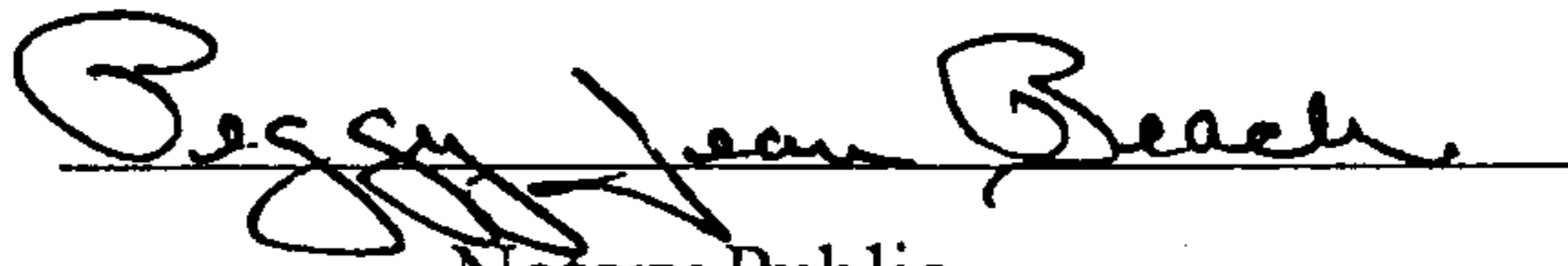
)

) ss:

COUNTY OF MONROE

)

I HEREBY CERTIFY that on this 9th day of June, 2008 before me, the subscriber, a Notary Public in and for County of Monroe, New York, personally appeared **Tamea L. Petersen**, Grantor and Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by **Tamea L. Petersen**, as Grantor and Trustee, for the purposes therein contained.


Notary Public

PEGGY JEAN BEACH
Notary Public, State of New York
MONROE COUNTY
Commission Expires 9/30/2010



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Shelby Cnty Judge of Probate, AL
02/02/2010 09:45:59 AM FILED/CERT