

Trust Agreement made March 15 , 1986 , between the Plainville General Hospital Association, Inc., a corporation without capital stock organized under the laws of the State of Connecticut (the "Donor"), and Anthony Pupillo, Dorothy C. Gerke, Edward J. McMahon, Jr., Dr. John P. Iannotti, Francis Bedford Rich, Frederick O. Hoerle, Herbert Browne, Robert P. Sneideman, Vincent J. Riera, Jr., John Appleyard, and Harry Appel (the "Trustees").

1. Purpose of trust. This trust is created and shall be operated exclusively for charitable, scientific, testing for public safety, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions; provided, however, that the central purpose of this trust shall (at all times, however, within the above limitations), be to promote the well-being of the inhabitants of the community comprizing the Town of Plainville and its vicinity. No part of the trust fund (including the net earnings thereof as hereinafter defined) shall inure to the benefit of any private shareholder or individual, and no part of the activities of this trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision hereof, this trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended.

2. **Name of trust.** The name of this trust shall be the Elizabeth Harding Norton Trust, and so far as practicable the Trustees shall conduct the activities of the trust in that name.

3. **Trust Fund.** The Trustees may receive donations from the Donor or from any other source in cash or in other property acceptable to them. All donations so received together with the income therefrom (the "trust fund") shall be held, managed, administered, and paid out by the Trustees pursuant to the terms of this agreement. The Trustees may accept donations which restrict their uses and purposes, provided such restrictions are within the uses and purposes set forth in paragraph 1, and which limit the time, manner, amount, or other terms of distribution; but, unless otherwise specifically required, the Trustees may mingle such restricted donations with other assets of the trust fund.

4. Use of trust fund. The Trustees shall apply the trust fund, at such time or times, in such manner, and in such amounts as they may determine, or as may be required by restricted donations, to the uses and purposes set forth in paragraph 1, or they may make contributions to other charitable organizations to be used within the United States or any of its possessions. For this purpose, the term "charitable organizations" shall mean a corporation, trust or community chest, fund, or foundation, created or organized in the United States or in any possession thereof, or under the law of the United States, the District of Columbia, or any possession of the United States, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. Any other provisions of this agreement notwithstanding, the Trustees shall distribute the trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

9/16
33

5. Action of trustees. The Trustees shall act by a vote of a majority of their number at any given time. Any instrument required to be executed by this trust shall be valid if executed in the name of this trust by such a majority of the Trustees. All actions of the Trustees shall be taken either by resolution at a meeting or by written record without a meeting. The Trustees shall appoint from among themselves a secretary, who shall cause a record to be kept of all actions of the Trustees. [A copy of any resolution or action taken by the Trustees, certified by any one of the Trustees, may be relied upon by any person dealing with this trust.] No person shall be required to see to the application of any money, securities, or other property paid or delivered to the Trustees, or to inquire into any action, decision, or authority of the Trustees.

6. Trustees' powers. In the administration of the Foundation and of the trust fund, the Trustees shall have all powers and authority necessary or available to carry out the purposes of this trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustees in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

(a) To receive the income, profits, rents, and proceeds of the trust fund, and to collect and receipt for the same.

(b) To purchase, subscribe for, retain, invest, and reinvest in securities or other property wherever situated, and whether or not productive or a wasting nature, and without any requirement for diversification as to kind or amount. The words "securities or other property" as used in this agreement shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured, even though the same may not be legal investments for a trustee under the laws applicable hereto.

(c) To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by them.

(d) To alter, repair, improve, erect buildings upon, demolish, manage, partition, mortgage, lease, exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale, and upon such conditions and such terms as to cash and credit as they may deem advisable, real property.

(e) To pay all administration expenses of this trust and any taxes imposed upon it, and to settle, compromise, or submit to an arbitration, any claims, mortgages, debts, or damages, due or owing to or from this trust, to commence or defend suits or legal proceedings, and to represent this trust in all suits or legal proceedings.

(f) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by them; to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association, any of the securities of which may at any time be held by them and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions, and the payment of expenses, assessments, or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which they may so acquire.

(g) To vote personally, or by general or limited proxy, any shares of stock which may be held by them at any time, and similarly to exercise personally, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by them at any time.

(h) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this trust and to pledge any securities or other property for the repayment of any such loan.

(i) To hold part or all of the trust fund uninvested.

(j) To employ suitable accountants, agents, counsel, and custodians, any one or more of whom may also be a Trustee hereunder and/or may act in a like capacity for the Foundation and/or the Donor, and to pay their reasonable expenses and compensation.

(k) To register any securities held by them hereunder in their own name, or to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities unregistered or in bearer form.

(l) To make, execute, and deliver all instruments necessary or proper for the accomplishment of the purpose of this trust or any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases, and settlements.

(m) Any other provisions of this agreement notwithstanding, the Trustee shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

7. **Appointment of trustees and successor trustees.** The Donor hereby appoints the persons hereinbefore named as Trustees as the original Trustees of the Foundation. Any Trustee may resign his office at any time without leave of court. Vacancies existing in the office of Trustee, for whatever cause, shall be filled by the remaining Trustees, but the Trustees may act notwithstanding the existence of any vacancy so long as there shall continue to be at least two Trustees in office. The resignation or removal of a Trustee and the appointment of a successor Trustee shall be made by an instrument in writing. Every successor Trustee shall have the same power and duties as those conferred upon the Trustees named in this agreement.

8. Bond and compensation. No Trustee shall be required to furnish any bond or surety. Each Trustee shall serve without compensation for his services hereunder, but all expenses of this trust or of any Trustee acting hereunder shall be paid by the Trustees from the trust fund.

9. Accounting by trustees. The Trustees shall annually report their administration of this trust in accordance with customary accounting principles. Copies of such account shall be available to the public from any of the Trustees upon reasonable notice. The Trustees may cause such account to be published in a newspaper having a substantial circulation in the Town of Plainville. In addition, the Donor and any other contributors to this trust shall each be mailed a copy of such account provided their address shall be known to the Trustees. The Trustees may at any time initiate legal action or proceedings for the judicial settlement of their accounts and, except as otherwise required by law, the only necessary party defendant to any such action or proceedings shall be the State of Connecticut.

10. Liability of trustees. No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any

instrument, certificate, or paper, believed by him to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

11. Contributions from others. If any person or persons at any time is or are disposed to make gifts or bequests to the Foundation, power and authority is hereby conferred upon the Trustees to receive such gifts and bequests and to apply the principal and income therefrom to the purposes of this trust, under the powers, authorities, and descriptions contained in this agreement; provided, however, that such gifts or bequests are not made upon any terms or conditions that would conflict with the uses, purposes and provisions of his agreement and the administration thereof by the Trustees, except that restrictions in such gifts and bequests may be agreed to by the Trustees and accepted subject thereto.

12. Creation of corporation. The Trustees are authorized and empowered at any time, if they determine it to be desirable to promote the purposes of the Foundation and this agreement, to form and organize a corporation without capital stock to carry out the uses and purposes provided by the Foundation by this agreement, such corporation to be organized under the laws of the State of

Connecticut, or any other state, or under the laws of the United States, as may be determined by the Trustees; such corporation when organized to have power to administer and control the affairs and property of the Foundation, and to carry out the uses, objects and purposes of this Trustee. Such corporation, if organized, shall be named ELIZABETH HARDING NORTON TRUST, INC. Upon the creation of such corporation, the Trustees of this Foundation are authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which the Foundation may be or become entitled. It is the purpose of this provision that such corporation, if incorporated and organized as by this paragraph provided, shall take the place of this trust and of the Trustees of this Foundation as if named in the first instance. Such corporation, if formed, shall have the same powers and authority as are vested in the Trustees by this agreement, subject to the same limitations and restrictions. The Trustees of this Foundation, or a majority of its members, shall be the incorporators of such corporation, together with such other persons as may be chosen for the purpose, and the Trustees shall constitute and act as the first Board of Trustees or Directors of such corporation, together with such other persons as the Trustees, or a majority of its members, may select. The application for charter or certificate of incorporation, the provisions thereof, the organization, the bylaws, rules and regulations and other provisions for the management of such corporation and its affairs and property, shall be such as the Trustees named in the agreement, or those persons then acting as

such, or a majority of them, shall determine; provided, however, that such corporation shall be organized and operated so as to qualify for exemption under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they may then exist or as they may thereafter be amended.

13. Amendment. This agreement may be amended or modified from time to time in writing by the Trustees whenever necessary or advisable of the more convenient or efficient administration of this trust or to enable the Trustees to carry out the purpose of this trust more effectively, but no such amendment or modification shall alter the intention of the Donor that this trust be operated exclusively for charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions, and in a manner which shall make this trust tax exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended.

14. Irrevocability and termination. This trust is irrevocable and perpetual, but may be terminated at any time by action of the Trustees. Upon any such termination, the Trustee shall promptly distribute the entire trust fund to qualified recipients under the terms of this trust.

15. Situs. This agreement is executed and delivered in the State of Connecticut, the situs of the trust created hereby shall be in that State, and it shall be governed by, and construed and administered in accordance with the laws of that State.

16. Acceptance of trust. The Trustees do hereby accept this trust, and undertake to hold manage, and administer the trust fund in accordance with the terms of this agreement.

In witness whereof, this agreement has been executed in Plainville, Connecticut, by the Donor and by each of the Trustees named herein.

Corporate Seal
Attest:

Plainville General Hospital
Association, Inc.

Secretary

By Anthony Pappillo
Its President

✓ Robert J. Browne, Jr.
Trustee

✓ Anthony Pappillo
Trustee

✓ Bruce E. Long
Trustee

✓ John S. Uppligard
Trustee

✓ Gertrude H. Eppes
Trustee

✓ Francis B. Rich
Trustee

Dorothy C. Gabe
✓ Stanley G. Gabe
Signed Feb. 3, 1987
✓ Fredrick O. Houle
✓ Andrew V. Basile, DDS
✓ Vincent J. Pina
Trustee