



## Trusts and Other Dispositions Benefiting Waterbury Hospital

### A. Waterbury Hospital, Trustee – Not Use Restricted

1. Charles Brooker Will extract
2. Clara A. Forester Trust u/w dated 5/15/56
3. Margaret M. Hallden Karl W. Hallden Memorial Fund  
dated 7/25/67 (**Do not have a copy**)  
Will dated 7/25/67  
Consent to Distribution letter
4. George B. Lamb Extract from Trust dated 7/12/23  
Trust Agreement between Waterbury Hospital  
and Colonial Bank Trustee dated 1967



7856  
1300856

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Charles F. Brooker Fund

Established by Will of Charles F. Brooker, of Ansonia, Conn.

Condition of Gift.

Paragraphs 25th and 30th of Will and 2nd of Codicil  
of Charles F. Brooker read as follows:

TWENTY-FIFTH: I give and bequeath to the WATERBURY HOSPITAL of Waterbury, Connecticut, Twenty Thousand dollars (\$20,000), in trust for the following purposes, to wit: To be invested in the manner prescribed by law for trust funds, said fund to be known as the "CHARLES F. BROOKER FUND" and held in trust as a permanent fund, and the income therefrom to be used for the expenses and carrying on of the purposes of said Hospital.

THIRTIETH: I request said \* \* \* WATERBURY HOSPITAL of Waterbury \* \* \* in their respective use of the income from the aforesaid trust funds to give the preference to employees of The American Brass Company and its successors, other considerations being equal.

CODICIL

SECOND. Residue divided among institutions named in will in such proportions as their specific legacy bears to total of such legacies. Thus, The Waterbury Hospital to receive out of said residuary estate the proportion thereof which \$20,000 bears to \$465,000.

Payments on above by Executor, as per letter of Nov. 14, 1929.

- October 8, 1927, \$20,000. under the 25th clause of the will.
- January 16, 1928, \$26,821.92, under the 39th or residuary clause of the will.
- December 13, 1929, \$2,368.91 in full of balance under 39th clause.



PLEASE RETURN TO  
RECORDS SECTION

I, CLARA A. FORESTER, of the Town of Waterbury, New Haven County, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills and codicils by me heretofore made.

ARTICLE ONE

I direct that all transfer, estate, succession, inheritance and other similar taxes or duties, whether State or Federal, that may be levied or assessed upon or with respect to my estate, or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax, or upon or with respect to any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate as an expense of administration, and shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE TWO

I give and bequeath to EILEEN V. RAINONE, (nee Eileen Veronica McCarthy) all of my tangible personal property of every nature and description, to be hers absolutely.

ARTICLE THREE

I give and bequeath to each of the following named persons, if he or she survive me, to be to each absolutely, the sums indicated, to wit:

To WILFRED FISHER, now Superintendent of the Trinity Apartments, the sum of Two Hundred Dollars (\$200.00).

To my friend, <sup>H.C.S.</sup> WINIFRED HAYWOOD, the sum of Two Thousand Dollars (\$2,000.00).

To my friend, <sup>H.A.S.</sup> ANN HAYWOOD DOHERTY, the sum of Two Thousand Dollars, (\$2,000.00).

To MOLLIE LYNCH, formerly employed at Forester, Inc., the sum of One Thousand Dollars (\$1,000.00).

ARTICLE FOUR

Whereas under the will of my late son, Richard Argenbright Forester, a Trust Fund is created for my benefit and for the benefit of Eileen Veronica McCarthy; and whereas no disposition is made of so much of the principal thereof as may remain upon the death of the life beneficiaries thereof, in consequence of which the same may pass to me by virtue of intestate succession, I do hereby give, devise and bequeath all of my right, title and interest in and to such remainder interest in such Trust Fund as follows:

A.

From said remainder interest in such Trust Fund I give and bequeath to LONG LANE SCHOOL, to be held in perpetual trust by the directors of such institution as provided in Section 2754 of the General Statutes, Revision of 1949, as from time to time amended, the sum of Five Thousand Dollars (\$5,000.00), the same to be known as "THE RICHARD A. FORESTER MEMORIAL FUND", and the income only thereof to be expended for the use and benefit of said school.

B.

From the balance in said remainder interest in such trust fund I give and bequeath to each of the following named charitable organizations, to each the sum of Five Thousand Dollars (\$5,000.00), to be to each absolutely, namely:

27 West 10<sup>th</sup> St. — THE AMERICAN NATIONAL RED CROSS, of Washington, D. C. ✓  
THE SALVATION ARMY, of New York, N. Y. ✓  
THE BERKSHIRE INDUSTRIAL FARM, of Canaan, New York, ✓  
100 Elm Street of Hartford, Connecticut. THE CONNECTICUT SOCIETY FOR CRIPPLED CHILDREN AND ADULTS, INC. ✓

C.

The remaining balance of said remainder interest I give and bequeath to the charitable organizations hereinafter named and in shares as indicated, to wit:

Trust 68 — To THE NATIONAL CANCER FOUNDATION, INC., of New York, New York, a three-ninths (3/9th) share thereof, the principal to be held by it in a perpetual trust to be known as "THE RICHARD A. FORESTER MEMORIAL FUND", and the income only thereof to be used for the general purposes of such organization.

To ST. MARY'S HOSPITAL, of Waterbury, Connecticut, a two-ninths (2/9th) share thereof, the principal to be held by it in a perpetual trust to be known as "THE RICHARD A. FORESTER MEMORIAL FUND", and the income only thereof to be used for the general purposes of such organization.

To THE WATERBURY HOSPITAL, of Waterbury, Connecticut, a two-ninths (2/9th) share thereof, the principal to be held by it in a perpetual trust to be known as "THE RICHARD A. FORESTER MEMORIAL FUND", and the income only thereof to be used for the general purposes of such organization.

Trust 72 — To THE AMERICAN HEART ASSOCIATION, INC., of New York, New York, a two-ninths (2/9th) share thereof, the principal to be held by it in a perpetual trust to be known as "THE RICHARD A. FORESTER MEMORIAL FUND", and the income only thereof to be used for the general purposes of said organization.

#### ARTICLE FIVE

All of the rest, residue and remainder of my property, both real and personal, and wheresoever situated, including any lapsed or void legacy, I give, devise and bequeath to EILEEN V. RAINONE (nee Eileen Veronica McCarthy) should she survive me, to be hers absolutely, to her and her heirs forever. Should she not survive me then I direct that all such rest, residue and remainder shall be divided among and paid over to the charitable organizations and in shares as set forth in Part C of Article Four of my will, to be added to the gifts therein provided for and upon the same terms.

#### ARTICLE SIX

I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will and direct that no bond be required of it in such capacity. I give to my said Executor power to sell and convey any and all real estate, without an order of court upon such terms, including the taking of a purchase money mortgage, as it may deem wise, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto. I further authorize my said Executor to retain, sell, exchange, transfer or otherwise dispose of any and all other property, except that

specifically bequeathed, from time to time acquired by it, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise, including stocks, bonds or other securities, expressly directing that they shall not be confined to investments permissible by law for trustees. I further authorize my said Executor in its discretion to make distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, and its judgment therein shall be binding and conclusive on all parties.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of May, A. D. 1956.

Clara A. Forester (SEAL)

Signed and sealed by the within named Testatrix, CLARA A. FORESTER, and by her declared to be her Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 15th day of May, A. D. 1956.

Elizabeth A. Macdonald

Caroline M. Accuosti

William W. Gager

} Witnesses.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN }

SS. Waterbury

May 15th, A. D. 1956

Then and there personally appeared the undersigned, who being duly sworn, depose and say that they witnessed the execution of the within will of the within named Testatrix, CLARA A. FORESTER; that the said CLARA A. FORESTER subscribed said will and declared the same to be her Last Will and Testament in their presence; and in the presence of William W. Gager; that they and the said William W. Gager thereafter subscribed the same as witnesses in the presence of said Testatrix; and in the presence of each other and at the request of said Testatrix; that the said Testatrix at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testatrix.

Elizabeth A. Macdonald

of

Watertown

Caroline M. Accuosti

of

Waterbury

Subscribed and sworn to before me,  
the day and year above written,

William W. Gager

Notary Public

We hereby certify that the within and foregoing is a true and correct copy of the original instrument on file in the Probate Court for the District of Waterbury.

The Colonial Bank and Trust Co.

Waterbury, Conn.

By: Donald S. Wheel  
Authorized Signature







81 WEST MAIN STREET  
WATERBURY, CONNECTICUT 06702

*Recy*  
*File Hallden - w-201*  
RECEIVED

DEC 24 1985

PRESIDENT'S OFFICE

December 20, 1985

Mr. Richard A. Derr  
Executive Administrator  
The Waterbury Hospital  
64 Robbins Street  
Waterbury, CT 06708

RECEIVED

DEC 26 1985

DIRECTOR OF FINANCE

Re: Trust u/w/o Karl W. Hallden f/b/o Margaret Hallden  
Distribution of Remainder Interest  
Account Nos. 30-06997-000 and -001

Dear Mr. Derr:

Please find enclosed a Receipt, Release and Refunding and Indemnity Agreement that we are submitting for the approval of The Waterbury Hospital; this agreement is being submitted in connection with the termination of the testamentary trust of Karl W. Hallden, who died a resident of Thomaston, Connecticut on February 7, 1970. In the trust (hereinafter referred to as "Testamentary Trust"), a copy of which is enclosed, Mr. Hallden made provisions for his wife, Margaret, during her lifetime, and upon her death, provided that the property was to pass to such persons or entities as she should appoint during her lifetime or by will. If Mrs. Hallden did not exercise her general power of appointment,

"the principal thus undisposed of [was to] be paid over to THE COLONIAL BANK AND TRUST COMPANY, TRUSTEE, of . . . [The Karl and Margaret Hallden Memorial Fund.]"

Margaret M. Hallden died September 28, 1982, without having exercised her general testamentary power of appointment over the Testamentary Trust.

The Karl and Margaret Hallden Memorial Fund (hereinafter "Fund") was a revocable trust established by Karl Hallden on July 25, 1967, the date on which he executed his will. It provided that upon his death, the income from 25% of the Fund (designated "The Trinity College Educational Fund for Science

and Engineering," hereinafter, "Trinity College Fund") should be paid to Trinity College for "the expansion, development and promotion of engineering and science in the college as [the college] may deem wise." The income from the other 75% of the Fund (designated the "Charity Fund") was to be distributed to tax-qualified organizations for charitable and certain educational purposes. In each case, discretionary advancements of principal were permitted from the Trinity College Fund and the Charity Fund.

In anticipation of possible changes in the federal tax laws, Karl Hallden authorized the Trust Committee of Colonial Bank to terminate the Fund because of "unforeseen and unusual circumstances." Pursuant to this authorization and because of the enactment of federal excise taxes on excess business holdings by private foundations, the Trust Committee of Colonial Bank in the mid-1970's voted unanimously to terminate the Fund. The trust creating the Fund provided that upon such termination, the Trinity College Fund was to be paid to Trinity College, to be held and used as a restricted endowment known as "The Karl and Margaret Hallden Memorial Fund." The Charity Fund was to be

"divided among such qualified charities which have been receiving distributions under this agreement as may be selected by the Trust Committee, and in such amounts as the Trust Committee shall direct, same to be held by each as an endowment fund and the income only to be used for the general purposes of such charities."

The distributees of the Charity Fund were also to denominate their endowment "The Karl and Margaret Hallden Memorial Fund."

In selecting the distributees of the Fund following termination, the Trust Committee sought out and was guided by the expressed wishes of Mrs. Hallden. After conferring with the Internal Revenue Service concerning its proposed plan of distribution, the Committee resolved, in accordance with Mrs. Hallden's wishes, to divide the fund as follows: 25% to the Trinity College Education Fund; 37.5% to The Waterbury Hospital; 26% to St. Margaret's McTernan School, Inc.; and 11.5% to The West Coast Hospital Association, for the use and benefit of Morton F. Plant Hospital, Clearwater, Florida.

December 20, 1985  
Page 3

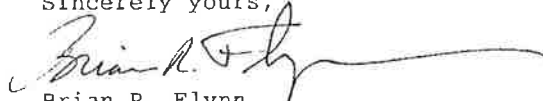
After taxes and other liabilities were satisfied, distribution of the assets in the possession of the Fund's Trustee was completed in the 1970s pursuant to the Trust Committee's direction.

Counsel for the Bank have advised us that the remainder interest in the Testamentary Trust should be distributed to the organizations and in the shares specified by the Bank's Trust Committee. The Trust Committee this month has confirmed the earlier division of the principal; and the Fund's Trustee has agreed to assign the Fund's interest in the Testamentary Trust directly to the four charities listed above.

A final accounting for the Testamentary Trust will be submitted to the Thomaston Probate Court in January. However, in order to take advantage of favorable income tax elections for the Testamentary Trust, we are prepared to make a modest preliminary distribution to your organization by December 31. If your organization finds the enclosed agreement to be in order, please have it executed, acknowledged and returned to me in the enclosed envelope. Upon receipt, we shall send to your organization a check for \$30,000.00.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,



Brian R. Flynn  
Vice President - Trust

161Q

9/11/86  
see notes  
to President

AGREEMENT made by and between The Waterbury Hospital, Inc. of 64 Robbins Street, Waterbury, Connecticut, hereinafter referred to as the Owner, and COLONIAL BANK, a banking corporation of the State of Connecticut, hereinafter referred to as Colonial, concerning assets known as:

**The Karl and Margaret Hallden Memorial Fund**

**W I T N E S S E T H :**

1. The Owner hereby appoints Colonial as its Agent to have custody of and to manage all securities, cash or other property from time to time transferred to Colonial hereunder, and Colonial accepts such appointment, subject to all of the terms and conditions of this Agreement. Attached hereto marked Schedule A is a list of all property transferred by the Owner to Colonial hereunder simultaneously with the execution of this Agreement.
2. Colonial shall hold all of such property in a separate account and shall be responsible for the safe custody thereof.
3. At reasonable intervals Colonial shall examine the list of securities held by it in the account and shall make changes thereof, as Colonial shall in its absolute discretion determine appropriate.
4. Colonial shall collect the income on all such property, shall render a statement of income so collected to the Owner at such periods as may be agreed upon, and, after retaining a reasonable sum for its services in managing said account, shall pay the net income to the Owner in such manner as the Owner may direct, or shall use the same in accordance with the instructions of the Owner, or shall apply any income or other funds in its hands in making payments customarily made by the Owner, as and when in the exercise of its own judgment it shall deem it to be wise or necessary.
5. It is understood that the title to all property shall remain in the Owner, and that all stock certificates shall be issued, and registered bonds, if any, shall be registered, in the name of the Owner; provided, however, that Colonial if it so elects may hold title to any stock or registered bonds in the name of its nominee. Colonial may accept further property from the Owner at any time hereafter to be held in accordance with the terms of this Agreement, and the Owner may withdraw any and all property held under this Agreement, at any time upon reasonable notice to Colonial.
6. This instrument may be revoked by either party thereto by giving reasonable notice in writing to the other party or may be amended at any time by an instrument executed in like manner by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of September, 1986

THE WATERBURY HOSPITAL, INC.

By:  (L.S.)  
John H. Robin, President

COLONIAL BANK

By: \_\_\_\_\_  
Brian R. Flynn  
Its: Vice President - Trust

I, KARL W. HALLDEN, of the Town of Thomaston, County of Litchfield State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

ARTICLE FIRST

I direct that all estate, inheritance, succession and like taxes, whether state or federal, that may be levied upon or with respect to my estate or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax or upon or with respect to any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate passing under this will and such taxes shall not be pro-rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE SECOND

If my sister, JOSEPHINE HAM, shall survive me, I give, devise and bequeath the sum of Fifty Thousand Dollars (\$50,000.00) to my Trustee hereinafter named, to be held in a separate trust for and during my sister's lifetime. During the continuation of this trust the Trustee shall pay to or for my sister the sum of Thirteen Hundred Dollars (\$1,300.00) per year, payable weekly or at other mutually convenient intervals. If my sister shall be in need, whether for her support or for hospital or medical care, the Trustee may pay to or for my sister so much additional as it shall deem

wise for such purposes. At my sister's death this trust for her shall terminate and the trust income and principal then on hand paid over to the Trustee of the Marital Trust hereinafter created for the benefit of my wife, MARGARET M. HALLDEN, to be held as an asset of such trust and dealt with in accordance with its terms, or if my said wife is not then living to THE COLONIAL BANK AND TRUST COMPANY as Trustee of "THE KARL AND MARGARET HALLDEN MEMORIAL FUND", under Trust Agreement dated July 25 1967 which I executed as Donor with The Colonial Bank and Trust Company as Trustee, to be held as an asset of "The Karl and Margaret Hallden Memorial Fund" and dealt with in accordance with its terms.

#### ARTICLE THIRD

Should my wife, MARGARET M. HALLDEN, survive me, then I give, devise and bequeath all of the rest, residue and remainder of my property, of whatsoever kind, including any lapsed bequest, but excluding that held by The Colonial Bank and Trust Company as Trustee of "The Karl and Margaret Hallden Memorial Fund" hereinabove referred to, as follows:

##### A.

I give, devise and bequeath outright to my wife, MARGARET M. HALLDEN, all of my interest in real property, wherever located. I also give and bequeath my tangible personal property outright to my said wife,

##### B.

All the rest of my property, after payment of the taxes called for under Article First of this will, I give, devise and bequeath as a Marital Trust to my Trustee hereinafter named, in trust, however, for the following purposes:

Said Trustee shall pay over to my wife, MARGARET M. HALLDEN quarter-yearly or at more frequent intervals, for and during her lifetime, the income arising from this trust. The Trustee is also empowered to pay to my wife all or so much of the principal of this trust as she shall from time to time in her absolute discretion request. At my wife's death, I give, devise and bequeath the principal of this Marital Trust to such person or persons, both natural and artificial, including the estate of my wife and further including The Colonial Bank and Trust Company, Trustee of said "The Karl and Margaret Hallden Memorial Fund", in such estates, interests and proportions as my said wife shall in and by her Last Will and Testament, by specific reference to this power, appoint. In default of such appointment the principal thus undisposed of shall be paid over to THE COLONIAL BANK AND TRUST COMPANY, TRUSTEE of said "The Karl and Margaret Hallden Memorial Fund".

#### ARTICLE FOURTH

Should my wife, MARGARET M. HALLDEN, not survive me, then I give, devise and bequeath all of my said residuary estate, including any lapsed legacy or devise to THE COLONIAL BANK AND TRUST COMPANY, TRUSTEE, of said "The Karl and Margaret Hallden Memorial Fund" to be added to such trust and dealt with in accordance with its terms.

#### ARTICLE FIFTH

I appoint THE COLONIAL BANK AND TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will and Trustee of all trusts created hereunder, and direct that no bond be required of it in either capacity. I further specifically direct that my Executor and Trustee shall have the power to sell and convey any and all real estate at such price and



on such terms, including the taking of a purchase money mortgage, as it shall determine, without an order of court, and to execute and deliver such instruments as may be necessary to pass title thereto. I further authorize and empower my Executor and Trustee to sell, exchange, transfer or otherwise dispose of any and all property, real or personal, from time to time acquired by it in such capacities, and to invest and re-invest the proceeds of any property, real or personal, in such securities as it may deem wise, including stocks, bonds or other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter enacted, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable because of any investment or reinvestment made or retained or other action taken in good faith, and I specifically empower my Executor and Trustee to retain any stock in The Colonial Bank and Trust Company in my estate. I further authorize my said Executor and Trustee in its discretion to make partial or final distribution of my estate and of the trust funds by transferring money, securities or other property at the market value thereof as determined by it at the time of such distribution.

Notwithstanding anything hereinbefore contained in this will, if any provision thereof might disqualify the trust established for the benefit of my said wife from the marital deduction permitted under the provisions of the Internal Revenue Code, as it may from time to time be amended or construed, such provision shall not apply or relate to such distribution and my Executor hereunder shall have all powers necessary to qualify such trust for the marital deduction, including the ability to enter into any agreement with my wife or others and to file such agreements wherever called for.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,  
this 25 day of July, A. D., 1967.

Karl W. Hallden (SEAL)

Signed and sealed by the within named Testator, KARL W. HALLDEN, and by him declared to be his Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 25 thday of July A. D., 1967.

James V. St...  
Helen G. Farwell  
James G. King )  
Witnesses.

STATE OF CONNECTICUT )  
                                  ) SS: Waterbury                    July 25 A. D., 1967  
COUNTY OF NEW HAVEN )

Then and there personally appeared the undersigned, who being duly sworn, depose and say that they witnessed the execution of the within will of the within named Testator, KARL W. HALLDEN; that the said KARL W. HALLDEN subscribed said will and declared the same to be his

Last Will and Testament in their presence and in the presence of Donald W. Henry: that they and the said Donald W. Henry thereafter subscribed the same as witnesses in the presence of said Testator and in the presence of each other and at the request of said Testator; that the said Testator at the time of the execution of said will appeared to them to be of full age and sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testator.

[Signature] of [Signature]  
Helene B Farnhof of Wintbury

Subscribed and sworn to before me,  
the day and year above written,

[Signature]  
Notary Public

CONSENT TO DISTRIBUTION

AGREEMENT made as of this first day of June, 1986, between THE WATERBURY HOSPITAL (hereinafter "Distributee"), a corporation organized under the laws of Connecticut, with its principal office in Waterbury, Connecticut; COLONIAL BANK, TRUSTEE (hereinafter "Memorial Fund Trustee") under agreement with Karl W. Hallden as Settlor, dated July 25, 1967 (hereinafter "Memorial Fund"); and COLONIAL BANK, TRUSTEE (hereinafter "Testamentary Trustee") under the will of Karl W. Hallden ("Testamentary Trust").

WHEREAS, the Testamentary Trust, created under the residuary clause of the will of Karl W. Hallden, provided that all principal on hand in the Testamentary Trust upon the death of Margaret M. Hallden would pass to the Memorial Fund, a charitable trust created by Karl W. Hallden on July 25, 1967, to the extent such principal was not disposed of by powers of appointment granted to Margaret M. Hallden;

WHEREAS, Margaret M. Hallden died on September 28, 1982, without having fully exercised her powers of appointment over the Testamentary Trust;

WHEREAS, prior to Margaret Hallden's death, the Trust Committee of Colonial Bank, acting within its authority, unanimously consented to a termination of the Memorial Fund and to the distribution of its assets to the following organizations in the percentages listed below, viz.:

Twenty-five percent to Trinity College Education Fund of Trinity College, Hartford, Connecticut;

Thirty-seven and one-half percent to the Waterbury Hospital, Waterbury, Connecticut;

Twenty-six percent to Saint Margaret's McTernan School, Incorporated, Waterbury, Connecticut; and

Eleven and one-half percent to The West Coast Hospital Association (n/k/a The Morton Plant Hospital Association), a Florida non-profit corporation, for the use and benefit of the Morton F. Plant Hospital, Clearwater, Florida.

WHEREAS, after payment of taxes and other liabilities were satisfied, distribution of the assets in the possession of the Memorial Fund Trustee was completed prior to Margaret Hallden's death;

WHEREAS, in response to the need to distribute the Memorial Fund's vested interest in the Testamentary Trust to proper

beneficiaries, the Trust Committee of Colonial Bank in December, 1985, by unanimous consent, ordered that the Memorial Fund's interest in the Testamentary Trust be distributed to the organizations and in the shares specified above;

WHEREAS, the Distributee requests that the Memorial Fund Trustee authorize, in lieu of an accounting, the distribution of all sums due to the Distributee directly from the principal of the Testamentary Trust and from income of the Testamentary Trust accumulated following the death of Margaret M. Hallden;

WHEREAS, the Distributee has examined and approved the account of the Testamentary Trustee for the period beginning September 28, 1982 and ending November 30, 1985, attached hereto as Exhibit A (the "Final Account"), which account calls for the distribution of the Memorial Fund's interest in the Testamentary Trust directly to the organizations and in the shares specified above;

WHEREAS, the Distributee represents that it (37.5%), Trinity College (25%), Saint Margaret's-McTernan School, Incorporated (26%), and The Morton Plant Hospital Association (11.5%) are proper recipients of the sums to be distributed pursuant to the Final Account, by reason of their interests in the Memorial Fund; and

WHEREAS, upon execution and delivery of this instrument by the Distributee, the Memorial Fund Trustee, without the protection of a court order, is willing to authorize said distribution by the Testamentary Trustee in accordance with the Final Account;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings hereunder, and other good and valuable consideration, receipt of which the Distributee acknowledges, the parties hereby agree as follows:

1. The Distributee hereby releases and forever discharges the Testamentary Trustee and the Memorial Fund Trustee, individually and as Trustees, from any and all liability, responsibility or accountability with respect to any matter reflected in the Final Account and with respect to any distribution contemplated thereunder;

2. To the extent of any property received or to be received from the Testamentary Trustee, the Distributee agrees to indemnify, exonerate, and hold harmless the Testamentary

Trustee and the Memorial Fund Trustee, individually and as Trustees, from any and all claims of any person or organization claiming title to or an interest in the property received by the Distributee from the Testamentary Trust, and from any and all demands, expenses, and liabilities (including, but not limited to, taxes of whatever nature, reasonable trustee's fees, attorneys' fees, and litigation expenses) which the Testamentary Trustee or Memorial Fund Trustee may at any time incur or which may be asserted by anyone against either of said Trustees in connection with the administration of the Testamentary Trust or the Memorial Fund or in connection with any distribution made pursuant to the Final Account.

3. The Memorial Fund Trustee hereby authorizes the Testamentary Trustee to distribute directly to the Distributee from the income and principal of the Testamentary Trust its share of such income and principal as determined in accordance with the Final Account.

4. The Distributee agrees to use all property received from the Testamentary Trustee in accordance with the terms of the Memorial Fund.

5. This Agreement shall become effective upon the approval of the Final Account by the Probate Court, District of Thomaston, Connecticut.

6. This Agreement shall be binding upon the successors and assigns of the Testamentary Trustee, the Memorial Fund Trustee, and Distributee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and to duplicates of like tenor as of the day and year written above.

THE WATERBURY HOSPITAL

Ann C. Hodges  
Ann C. Hodges  
G. Bradford Palmer, Jr.  
G. Bradford Palmer, Jr.

By John H. Tobin  
John H. Tobin  
Its President

COLONIAL BANK, TRUSTEE  
u/a/w Karl W. Hallden

Lois A. Muraro  
Lois A. Muraro  
Alwin H. Manke  
Alwin H. Manke

By Brian R. Flynn  
Brian R. Flynn  
Its Vice President - Trust

COLONIAL BANK, TRUSTEE  
u/w/o Karl W. Hallden

Lois A. Muraro  
Lois A. Muraro

Alwin H. Manke  
Alwin H. Manke

By Brian R. Flynn  
Brian R. Flynn  
Its Vice President - Trust

STATE OF CONNECTICUT     )  
  ) SS: Waterbury,  
COUNTY OF NEW HAVEN     )

The foregoing instrument was acknowledged before me  
this 2nd day of July, 1986 by JOHN H. TOBIN,  
as President of The Waterbury Hospital on behalf of said  
corporation.

(SEAL)

G. Bradford Palmer, Jr.  
Notary Public

Name: G. Bradford Palmer, Jr.

Commission Expires: 3/31/87

STATE OF CONNECTICUT     )  
  ) SS: Waterbury  
COUNTY OF NEW HAVEN     )

The foregoing instrument was acknowledged before me  
this 4<sup>th</sup> day of June, 1986 by Brian R. Flynn, a Vice  
President-Trust of Colonial Bank on behalf of said Bank as  
Trustee u/a/w Karl W. Hallden.

(SEAL)

Holly E. Rubbo  
Notary Public

Name: HOLLY E. RUBBO  
NOTARY PUBLIC

Commission Expires: COMM. EXP. 3/31/89

STATE OF CONNECTICUT     )  
  ) SS: Waterbury  
COUNTY OF NEW HAVEN     )

The foregoing instrument was acknowledged before me

this 47<sup>th</sup> day of June, 1986 by Brian R. Flynn, a Vice President-Trust of Colonial Bank on behalf of said Bank as Trustee u/w/o Karl W. Hallden.

(SEAL)

Holly E. Rubbo  
Notary Public -

Name: HOLLY E. RUBBO  
NOTARY PUBLIC

Commission Expires: COMM. EXP. 3/31/89



EXHIBIT A

FINAL ACCOUNT

TO: THE PROBATE COURT, DISTRICT OF THOMASTON District No. 140  
TRUST u/w KARL W. HALLDEN f/b/o MARGARET M. HALLDEN

The Subscriber represents that it is the Trustee ("Testamentary Trustee") of the trust created under Article Third, Paragraph B of the Will of Karl W. Hallden, late of Thomaston, deceased ("Testamentary Trust"); that it is also the Trustee ("Memorial Fund Trustee") under agreement of trust with Karl W. Hallden as Settlor dated July 25, 1967 (hereinafter "Memorial Fund"); that the Testamentary Trust provided that the net income of the trust would be paid to Margaret M. Hallden during her lifetime and that all principal on hand in the Testamentary Trust upon her death would pass to the Memorial Fund, a charitable trust, to the extent such principal was not disposed of by powers of appointment granted to Margaret M. Hallden; that Margaret M. Hallden died on September 28, 1982, without having fully exercised her powers of appointment over the Testamentary Trust; and that prior to Margaret Hallden's death, the Trust Committee of Colonial Bank, acting within its authority, unanimously consented to a termination of the Memorial Fund and to the distribution of its assets to the following organizations in the percentages listed below, viz.:

Twenty-five percent to the Trinity College Education Fund of Trinity College, Hartford, Connecticut;

Thirty-seven and one-half percent to the Waterbury Hospital, Waterbury, Connecticut;

Twenty-six percent to Saint Margaret's-McTernan School, Incorporated, Waterbury, Connecticut; and

Eleven and one-half percent to The West Coast Hospital Association (n/k/a Morton Plant Hospital Association) of Clearwater, Florida, a Florida non-profit corporation, for the use and benefit of the Morton F. Plant Hospital of Clearwater, Florida;

that after payment of taxes and other liabilities were satisfied, distribution of the assets in the possession of the Memorial Fund Trustee was completed prior to Margaret Hallden's death; that in response to the need to distribute the Memorial Fund's vested interest in the Testamentary Trust to proper beneficiaries, the Trust Committee of Colonial Bank in December, 1985, by unanimous consent, ordered that the Memorial Fund's interest in the Testamentary Trust be distributed to the organizations and in the shares specified above; and that by

reason of C.G.S. Section 45-93a and the consent of the Memorial Fund Trustee, Trinity College, The Waterbury Hospital, Saint Margaret's-McTernan School, Incorporated, and Morton Plant Hospital Association (f/k/a The West Coast Hospital Association), the interests of the Memorial Fund Trustee in the Testamentary Trust ought to be distributed directly to said organizations in the shares specified above.

The subscriber therefor exhibits the following Final Account for the period beginning September 29, 1982 and ending November 30, 1985 as a true statement of the receipts and disbursements during such period, petitions the Court for its allowance, and makes application for an order to distribute said balance.

COLONIAL BANK

In account with said Trust  
(Testamentary Trust)

266Q

SEPTEMBER 29, 1982 TO NOVEMBER 30, 1985

INCOME  
DR

BALANCE ON HAND SEPTEMBER 28, 1982	\$ 590.50
<u>INCOME RECEIVED</u>	
DIVIDENDS	5,351.84
INTEREST - COLONIAL GOV'T REPO	35,789.52
INTEREST - SALOMON GOV'T REPO	3,158.12
INTEREST - MUNICIPAL BONDS	77,396.97
INTEREST - COMMON TRUST FUND 'D'	1,796.10
INTEREST - ON INCOME BALANCE	94.78
	<u>\$124,177.83</u>

CR

COLONIAL BANK - FEE 10/2/82 to 11/30/85	\$ 11,166.66
POSTAGE	4.33
ESTATE OF MARGARET HALLDEN	590.50
TO BE DISTRIBUTED PER SCHEDULE "A":	
CASH BALANCE ON HAND NOVEMBER 30, 1985	326.73
BALANCE INVESTED IN COGO - NOVEMBER 30, 1985	112,089.61
	<u>\$124,177.83</u>

PRINCIPAL

BALANCE ON HAND SEPTEMBER 28, 1982	\$378,737.56
<u>ADD: GAIN RE SALE OF SECURITIES:</u>	
	<u>PROCEEDS</u> <u>INV. VALUE</u>
17,293 UNITS COMMON TRUST FUND D	\$ 97,732.26    \$ 61,673.26
.510 BANK OF BOSTON PFD	25.70            18.32
\$70,000 ANNISTON IND DEV REV SR	55,526.14      57,400.00

SCHEDULE A  
BALANCE ON HAND TO BE DISTRIBUTED

<u>STOCKS</u>	MARKET VAL.	INV. VAL
1,231 SHS BANK OF BOSTON, PFD, SER B	\$ 61,857.75	\$ 44,231
<u>CASH - ON HAND - PRINCIPAL (INVESTED IN COGO)</u>	<u>376,944.05</u>	<u>376,944</u>
<u>CASH - ON HAND - INCOME (INVESTED IN COGO)</u>	<u>\$438,801.80</u>	<u>\$421,175</u>
ON HAND	112,089.61	112,089
	<u>326.73</u>	<u>326</u>
	<u>\$551,218.14</u>	<u>\$533,592.</u>
<u>25% TO: TRINITY COLLEGE EDUCATION FUND</u> 300 SUMMIT SCHOOL ST., HARTFORD, CT. 06106		
308 SHS BANK OF BOSTON PFD SER B	\$ 15,477.00	\$ 11,066.
CASH	<u>122,340.10</u>	<u>122,340.</u>
	<u>\$137,817.10</u>	<u>\$133,407.</u>
<u>37 1/2% TO: THE WATERBURY HOSPITAL</u> 64 ROBBINS ST., WATERBURY, CT 06708		
461 SHS BANK OF BOSTON PFD, SER B	\$ 23,165.25	\$ 16,564.4
CASH	<u>183,510.15</u>	<u>183,510.1</u>
	<u>\$206,675.40</u>	<u>\$200,074.5</u>
<u>26% TO: SAINT MARGARET'S-MCTERNAN SCHOOL, INC.</u> 565 CHASE PARKWAY, WATERBURY, CT 06708		
320 SHS BANK OF BOSTON PFD, SER B	\$ 16,080.00	\$ 11,498.0
CASH	<u>127,233.70</u>	<u>127,233.7</u>
	<u>\$143,313.70</u>	<u>\$138,731.7</u>
<u>11 1/2% TO: MORTON PLANT HOSPITAL ASSOC.</u> 1200 DREUID ROAD-SOUTH CLEARWATER, FLA. 33516		
142 SHS BANK OF BOSTON, PFD B	\$ 7,135.50	\$ 5,102.27
CASH	<u>56,276.44</u>	<u>56,276.44</u>
	<u>\$ 63,411.94</u>	<u>\$ 61,378.71</u>
	<u>\$551,218.14</u>	<u>\$533,592.07</u>



Lamb  
ordination of  
trust and convey-  
ance of principal

Upon the death of such wife surviving me, or, in the event that I shall leave no wife surviving me, then upon my decease, this Trustee shall determine and end, and as soon as practicable the Trustee shall, after paying any taxes and other charges that may be properly chargeable to the Trust estate, assign, transfer, convey, deliver and set over to WATERBURY HOSPITAL, located at the City of Waterbury, Connecticut, or to the Board of Directors of said Hospital, all stocks, bonds, securities and other assets and property then constituting the Trust Fund, the same to become and be a part of the permanent endowment of the Hospital, to be known as THE GEORGE B. LAMB AND MRS. HARRIET PRINCE LAMB WINDSOR FUND, in memory of my father and mother, the principal of said fund to be kept intact, and to be invested and reinvested as the Board of Directors of the Hospital may from time to time deem wise, and only the income therefrom used as the Board of Directors may determine for promoting and maintaining the Hospital and its work, and the Trustee shall require said Waterbury Hospital through appropriate action of its Board of Directors, to accept said fund upon the above mentioned condition that the principal thereof shall be kept intact as a part of the permanent endowment fund of the Hospital, and the income only used as above provided.

In case for any reason said Waterbury Hospital shall fail or refuse to accept said fund upon the conditions above stated, the Trustee shall assign, transfer, convey, deliver and set over all of the securities and assets then belonging to the Trust Fund to such person, persons or corporations as shall have been named or designated by me in my last will and testament to receive the residue of my estate, or, in case I shall have died intestate, to such person or persons as would, under the statutes of descent and distribution of the State of Ohio then in force, be entitled to succeed to my personal estate.

Trustee shall pay  
any inheritance  
taxes from trust  
fund.

In the event that upon my death, and/or if I shall leave a wife surviving me, upon the death of such surviving wife, any estate, inheritance, succession, transfer or other similar tax or charge of any kind, now, or in respect of, or in any way connected with, the Trust Fund, shall be payable either to the United States or to any State or other taxing jurisdiction whatsoever, whether by the Trustee or by the estate or beneficiaries of the estate of myself or my wife, or the case may be, any and all such taxes and

APR 26 1967

WATERBURY HOSPITAL

84 ROBBINS STREET • WATERBURY, CONNECTICUT 06720 • TELEPHONE: 203 756-4421

April 24, 1967

Mr. Charles Hall  
The Colonial Bank and Trust Company  
81 West Main Street  
Waterbury, Connecticut 06720

Dear Sir:

It may be that the Bank has not been notified of the following Resolution concerning the George B. Lamb and the Harriet Welton Lamb Endowment Fund.

I quote from the minutes of the Board of Trustees meeting convened according to the By-Laws at 4:00 P.M., March 16, 1967, at The Waterbury Hospital, with a quorum present.

"On motion duly made and seconded, it was

"RESOLVED, That the Board of Trustees (Board of Directors) of The Waterbury Hospital does hereby accept with thanks all stocks, bonds, securities and other assets and property constituting the Trust Fund under a certain Trust Agreement dated July 12, 1923, by and between George R. Lamb and The Colonial Trust Company (now The Colonial Bank and Trust Company), the same to become and be a part of the permanent endowment of the Hospital, to be known as The George B. Lamb and the Harriet Welton Lamb Endowment Fund in memory of the father and mother of Mr. George R. Lamb, the principal of said fund to be kept intact, and to be invested and reinvested as the Board of Trustees (Board of Directors) of the Hospital may from time to time deem wise, and only the income therefrom used as the Board of Trustees (Board of Directors) may determine for promoting and maintaining the Hospital and its work."

If there is any other information you would like, or if you would like a photostated copy of the above Resolution, please let me know.

Sincerely yours,

  
Richard A. Derr  
Administrator

RAD/ik

THIS AGREEMENT made by and between THE WATERBURY HOSPITAL, of Waterbury, Connecticut (hereinafter referred to as "Hospital") and THE COLONIAL BANK AND TRUST COMPANY, a banking corporation having its principal office in the Town of Waterbury, County of New Haven, State of Connecticut (hereinafter referred to as "Trustee"),

W I T N E S S E T H :

THAT WHEREAS, the Hospital has accepted the assets and property constituting the Trust Fund under a certain Trust Agreement dated July 12, 1923, by and between George R. Lamb and the Trustee, the same to become and be a part of the permanent endowment of the Hospital and to be known as THE GEORGE B. LAMB AND THE HARRIET WELTON LAMB ENDOWMENT FUND in memory of the father and mother of Mr. George R. Lamb, the principal of said fund to be kept intact, and to be invested and reinvested as the Board of Trustees of the Hospital may from time to time deem wise, and only the income therefrom used as the Board of Trustees may determine for promoting and maintaining the Hospital and its work; and

WHEREAS, the Hospital desires to place all the assets and property constituting such Trust Fund into a Trust with the Trustee to be managed, invested and reinvested by the latter; and

WHEREAS, the Hospital has delivered to the Trustee all such assets and property being enumerated in Schedule A attached hereto and made a part hereof;



NOW, THEREFORE, all said assets and property delivered to the Trustee and all other property of every kind and nature which may at any time hereafter be held by the Trustee hereunder (all of said assets and property and other property being hereinafter referred to as the "Fund") shall be held by the Trustee in trust and the Fund and the income thereof shall be managed, invested and reinvested by it and disposed of as follows:

1. The Trustee shall pay, transfer and deliver to the Hospital all of the net income of the Fund at least quarterly or at such other times as may be mutually agreed upon between them.

2. The Trustee, in addition to any inherent or implied or statutory powers it may have, now or hereafter, shall have full discretionary power and authority to do everything that it may deem advisable, without order or authorization of any court, even though such action would not otherwise be authorized or appropriate for fiduciaries under any statutory or other rule of law, including, but without limiting the generality of the foregoing:

The power to retain and continue in the form in which it is received for as long as it may deem advisable any of the property, real or personal, transferred or distributed to the Fund by the Hospital; to invest and reinvest the Fund in any real or personal property or securities, common or other corporate stocks, mutual funds and common trust funds, including those established

and managed by the Trustee, without diversification as to kind or amount; to sell and resell, lease or mortgage or otherwise dispose of the whole or any part of the Fund, real or personal, for cash or upon such terms as it may deem advisable, and to execute and deliver any deed, bill of sale, or other document necessary or convenient to effect such a disposition; to borrow sums of money from its commercial banking department or from others and to secure, upon such terms and conditions as it may deem advisable, the payment of any such loan by the pledge or mortgage of the whole or any part of the property of the Fund; to determine all doubtful questions as to the construction of this Agreement; to compromise, settle or arbitrate any claims, suits, demands, actions or controversies involving or relating to the Fund or any of the assets thereof or any of the provisions of this Agreement; to hold securities in the name of a nominee; to vote by proxy, general or otherwise; to enter into and to extend voting trust agreements or voting agreements with regard to any securities held in the Fund and to insure against insurable risks.

3. If any corporate Trustee hereunder is hereafter consolidated, merged or combined with any other institution, such consolidated corporation or the corporation with which it is consolidated, merged or combined, if such latter corporation is qualified to act as Trustee hereunder, shall immediately succeed to the

title and powers hereby conferred and the duties imposed upon the Trustee designated herein. All authority, discretionary or otherwise, vested by the provisions hereof in the Trustee herein designated, shall be deemed vested in any and all of its substitutes and successors, and neither the Trustee designated herein nor any substitute or successor Trustee hereunder shall be held liable for any error of judgment made in good faith, without negligence.

4. The Hospital directs that no bond or security of any kind be required in any jurisdiction of the Trustee, or any substitute or successor Trustee, for the faithful performance of their duties, including the proper application, administration or accounting of any monies, avails or other property received by them.

5. The Trustee shall pay, out of the Fund, all taxes, assessments, repairs, fees and other expenses and charges levied upon the Fund or reasonably incurred by it in handling and caring for the Fund and shall retain a reasonable sum as compensation for its services.

6. The Hospital may amend or revoke this Agreement or withdraw all or any part of the Fund by means of a written instrument executed by it and delivered to the Trustee, provided, however, that neither the duties, powers nor liabilities of the Trustee shall be substantially increased without its written consent.

7. The Trustee herein designated hereby accepts the Trust herein set forth and agrees to comply with the provisions thereof.

8. This Agreement shall be interpreted under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their corporate names to be subscribed and their corporate seals to be hereunto affixed, and to a duplicate original of the same, this \_\_\_\_\_ day of \_\_\_\_\_, 1967.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

THE WATERBURY HOSPITAL

By \_\_\_\_\_

Its

(Corporate Seal)

THE COLONIAL BANK AND TRUST COMPANY

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Its

(Corporate Seal)



instrument for the purposes therein contained by signing the name  
of the corporation by himself as

In witness whereof, I hereunto set my hand and official  
seal.

---



**A. Waterbury Hospital, Trustee – Use Restricted**

1. Hattie Schlegel Anderson Proposed language re Distribution and Custodial Agreement dated 7/21/1986
2. At Risk Kids Resolution
3. Theodore Bevans Instrument of gift dated 10/16/63
4. Edith M. Chase Will dated 01/24/72
5. Mildred Crozier Instrument of Gift dated 12/28/88
6. Marguerite B. Fulling Instrument of Gift dated 3/21/66  
Waterbury Hospital Receipt and Release dated 6/19/96
7. Grad Nurse Memorandum dated 1/30/79
8. Margery K. Hayden Will dated 02/03/75  
Elizabeth K. Hayden Fund
9. Merrit Heminway Instrument of gift – Addition to Bed Fund
10. Junior League Fund Instrument of Gift
11. Sarann B. Kazanjian Will dated 10/17/74 – Memorial Fund  
Instrument of Gift 0 Student Scholarship Fund
12. Scovill Kingsbury Acknowledgment of \$5,000 gift by Hospital
13. Mayo, LJ Scholarship for nursing students
14. Mary L. Meigs Trust u/w dated 7/17/52
15. Dr. M.H. Merriman Draft memorandum 9/22/1964
16. Edith F. Poole Will dated 4/11/28
17. Ruth Sperry/Mr. & Mrs. Mark Sperry See Bed Fund Binder
18. Dwight and Martha Terry Trust u/w Dwight dated 3/08/19  
Trust u/w Martha dated 11/21/18
19. Olive Warner Trust u/w dated 4/22/1926





PROPOSED LANGUAGE RE DISTRIBUTION TO

THE WATERBURY HOSPITAL FROM THE

IRREVOCABLE TRUST BETWEEN THE

COLONIAL BANK AND HATTIE SCHLEGEL ANDERSON

DATED August 15, 1947, AS CLARIFIED BY AGREEMENT DATED May 16, 1949

...distribute to The Waterbury Hospital the Escrow Account held by the Trustee in said Hospital's name, consisting of \$67,631.59 in principal and \$3,940.96 in income, together with any increments thereon since December 31, 1985, the date of the Trustee's Final Account, together with one of the six equal shares shown thereon as being held for distribution to the charitable beneficiaries; with all said assets to be held by The Waterbury Hospital in a restricted fund, in trust, with the income therefrom to be used to provide for the ongoing education of nurses at the Hospital through in-service programs, outside speakers, conference fees and expenses, tuition assistance in obtaining advanced degrees, or for other employees to become Registered Nurses, and books, periodicals and other educational support systems; all such expenditures shall be in addition to any authorized for such purposes for the period or periods in question in The Waterbury Hospital's applicable budget as approved by its governing body and any Federal or State regulatory bodies having budgetary jurisdiction.

FILE COPY AGREEMENT made by and between The Waterbury Hospital of 64 Robbins Street,  
/22/86 - Waterbury, Connecticut, hereinafter referred to as the Owner, and COLONIAL  
: J. Tobin BANK, a banking corporation of the State of Connecticut, hereinafter referred  
Orig & 1 copy to to as Colonial, concerning assets known as:  
Bryan Flynn -  
Colonial Bank

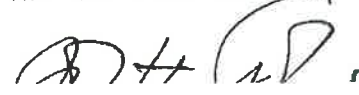
**The Hattie Schlegel Anderson Fund**

**W I T N E S S E T H :**

1. The Owner hereby appoints Colonial as its Agent to have custody of and to manage all securities, cash or other property from time to time transferred to Colonial hereunder, and Colonial accepts such appointment, subject to all of the terms and conditions of this Agreement. Attached hereto marked Schedule A is a list of all property transferred by the Owner to Colonial hereunder simultaneously with the execution of this Agreement.
2. Colonial shall hold all of such property in a separate account and shall be responsible for the safe custody thereof.
3. At reasonable intervals Colonial shall examine the list of securities held by it in the account and shall make changes thereof, as Colonial shall in its absolute discretion determine appropriate.
4. Colonial shall collect the income on all such property, shall render a statement of income so collected to the Owner at such periods as may be agreed upon, and, after retaining a reasonable sum for its services in managing said account, shall pay the net income to the Owner in such manner as the Owner may direct, or shall use the same in accordance with the instructions of the Owner, or shall apply any income or other funds in its hands in making payments customarily made by the Owner, as and when in the exercise of its own judgment it shall deem it to be wise or necessary.
5. It is understood that the title to all property shall remain in the Owner, and that all stock certificates shall be issued, and registered bonds, if any, shall be registered, in the name of the Owner; provided, however, that Colonial if it so elects may hold title to any stock or registered bonds in the name of its nominee. Colonial may accept further property from the Owner at any time hereafter to be held in accordance with the terms of this Agreement, and the Owner may withdraw any and all property held under this Agreement, at any time upon reasonable notice to Colonial.
6. This instrument may be revoked by either party thereto by giving reasonable notice in writing to the other party or may be amended at any time by an instrument executed in like manner by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
21st day of July, 1986

THE WATERBURY HOSPITAL





## RESOLUTION

### **At Risk Kids (ARK) an Endowment for Behavioral Health of Waterbury Hospital**

**WHEREAS**, in \_\_\_\_\_, 1999, the Waterbury Hospital established a fund known as "At Risk Kids (ARK)," an endowment for Behavioral Health of Waterbury Hospital.

**WHEREAS**, The Waterbury Hospital desires to establish an endowment, herein called "At Risk Kids (ARK)". This endowment through Behavioral Health of Waterbury Hospital is dedicated to underwriting behavioral health services at Waterbury Hospital for children in need throughout the Greater Waterbury and Northwest areas of Connecticut.

**WHEREAS**, the funds collected, donated and provided to ARK will be co-mingled with the Waterbury Hospital Endowment and invested by the agent appointed by the Waterbury Hospital Pension and Investment Committee.

**NOW THEREFORE**, be it resolved that:

- 1: ARK will underwrite operations, after grant income has been exhausted, for programs that focus on preventative strategies designed to decrease serious emotional and behavioral problems.
2. Services that ARK can help fund will include, but not be limited to, behavioral health services for children and their families, as well as prevention strategies.
3. The endowment will be used to pay for services provided by the Waterbury Hospital Behavioral Health Services Department. As the service and demands for health care change, however, the types of programs including the location, needed may change. Therefore, if, at any time, the restrictions listed in this resolution can not be fulfilled, the Waterbury Hospital Board of Trustees will be permitted to designate the funds to another service within the Waterbury Hospital, preferably within Behavioral Health, but not limited to Behavioral Health.
4. In each individual fiscal year, after allocating grant income and operational revenue, there is an excess of revenue over the Behavioral Health Services budget, the Board of Trustees may use the income from ARK to underwrite a department within the Hospital where the funds are needed.
5. All endowment income from ARC will be used for the purposes stated in this resolution and as directed from time-to-time by the Board of Trustees. The Board of Trustees may expend, for the purposes stated herein, so much of the net appreciation, realized and unrealized, in the fair value of the ARK endowment assets over the historic dollar value of said endowment fund, provided that no more than 5% of the endowment principal may be removed in any one year for the purposes stated or otherwise ordered by the Board of Trustees at Waterbury Hospital.
6. This Resolution shall take effect immediately.



WATERBURY HOSPITAL  
Waterbury, Connecticut

October 16, 1963

To:--

Mr. Raymond O. Hotchkiss  
Business Manager

We shall be receiving contributions to The Theodore F. Bevans Fund which will be used for the benefit of children hospitalized in The Waterbury Hospital. Put these in a separate account in the ledger for this purpose and from time to time, preferably on a quarterly basis, tell me how much there is and I will tell you what it is to be used for.

The first such contribution for \$10.00 is attached. It is from Mrs. Leo J. Byrnes, 94 Arden Rd., Waterbury.



---

Charles V. Wynne  
Administrator

CVW/ik





Original in our vault.

Conformed Copy delivered to  
E.M.C. January 24, 1972.

1/24/71

WORK COPY RE INCOME TAX QUESTIONS!

I, EDITH MORTON CHASE, of the Town of Waterbury,  
County of New Haven, State of Connecticut, make, publish and  
declare the following as and for my last Will and Testament  
hereby revoking any other Wills and Codicils by me heretofore  
made.

FIRST

I direct that my funeral expenses and all my just debts  
be duly paid.

SECOND

I hereby make the following gifts and bequests:

1. Ten Thousand Dollars (\$10,000.00) to my goddaughter,  
ANN TWITCHELL, now of New Haven, Connecticut, if she survives me.
2. Ten Thousand Dollars (\$10,000.00) to my godson,  
THOMAS HART, now of Ross, California, if he survives me.
3. Ten Thousand Dollars (\$10,000.00) to my godson,  
RUFUS STILLMAN, now of Litchfield, Connecticut, if he survives me.
4. Ten Thousand Dollars (\$10,000.00) to RICHARD D. ELY  
(for whom I would have been godmother if it had been the custom  
of the Congregational Church), now of Woodbury, Connecticut, if  
he survives me.
5. Two Hundred Thousand Dollars (\$200,000.00) to  
FLORENCE MARTIN CHASE, now of Watertown, Connecticut, if she  
survives me.
6. Fifty Thousand Dollars (\$50,000.00) to JOHN ORINTAS,  
now of Waterbury, Connecticut, if he survives me, and if he does  
not survive me, to his wife, ISABELLE ORINTAS, if she survives me.

7. Twenty-Five Thousand Dollars (\$25,000.00) to BERNARD STAIRS, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, NORMA STAIRS, if she survives me.

8. Twenty-Five Thousand Dollars (\$25,000.00) to NORMA STAIRS, now of Litchfield, Connecticut, if she survives me, and if she does not survive me to her husband, BERNARD STAIRS, if he survives me.

9. Ten Thousand Dollars (\$10,000.00) to KENNETH MOORE, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, BONNIE MOORE, if she survives me.

10. Ten Thousand Dollars (\$10,000.00) to ALMA ANDERSON, now of Waterbury, Connecticut, if she survives me.

11. Ten Thousand Dollars (\$10,000.00) to WALTER LIGNOR, now of Litchfield, Connecticut, if he survives me, and if he does not survive me to his wife, MARY LIGNOR, if she survives me.

12. Ten Thousand Dollars (\$10,000.00) to ROSE MIKUTAVCH, now of Waterbury, Connecticut, if she survives me.

13. Ten Thousand Dollars (\$10,000.00) to ROY LOCKARD, now of Waterbury, Connecticut, if he survives me.

14. Ten Thousand Dollars (\$10,000.00) to IRMA LOCKARD, now of Waterbury, Connecticut, if she survives me.

15. I give and bequeath to THE ABBOTT COIN COUNTER COMPANY any shares of the stock of said company owned by me at the time of my death.

### THIRD

1. I hereby make the following gifts and bequests:

A. Three Hundred Thousand Dollars (\$300,000.00) to ST. JOHN'S PARISH, of Waterbury, Connecticut, the proceeds of

this bequest to be added to the principal of the fund known as the "Mary Frances Burrall Upkeep Fund."

B. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY FOUNDATION, of Waterbury, Connecticut, if at the time of my death the same is a tax exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code in effect at such time and if this bequest shall qualify, in its entirety, for a charitable deduction as allowed by the Federal Estate Tax Laws applicable to my estate, to be used by it for its general purposes.

C. Three Hundred Thousand Dollars (\$300,000.00) to UNITED COUNCIL AND FUND OF GREATER WATERBURY, INC., of Waterbury, Connecticut, to be used by it for its general purposes.

D. Two Hundred Thousand Dollars (\$200,000.00) to THE WATERBURY VISITING NURSES ASSOCIATION, INC., of Waterbury, Connecticut, this bequest to be maintained intact as a fund to be known as "The Jennie Hall Morton Memorial Nurse Fund", (which fund was originally established by her daughter, my mother, Alice Morton Chase) and the income therefrom and to the extent necessary, the principal, to be used to pay the salary of one member of the nursing staff of said Association.

E. One Hundred Thousand Dollars (\$100,000.00) to MISS PORTER'S SCHOOL, INCORPORATED, of Farmington, Connecticut, to be used for its general purposes.

F. Ten Thousand Dollars (\$10,000.00) to the RIVERSIDE CEMETERY ASSOCIATION, of Waterbury, Connecticut, to be used for its general purposes.

G. Three Hundred Thousand Dollars (\$300,000.00) to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to establish

and maintain a dispensary under the name, "The Henry Sabin Chase Memorial Dispensary."

2. I am aware of the fact that due to the fluctuating values of my stocks and bonds, the intangible personal property of my estate, when liquidated, may not be sufficient to pay the bequests contained in the foregoing provisions of this Article THIRD and in Articles SECOND, TENTH and ELEVENTH of this Will and the taxes, administration costs and other expenses and claims necessary to settle my estate. In the event that my intangible personal property is insufficient to pay the same, I hereby direct that the foregoing bequests contained in this Article THIRD be abated proportionately, one as to the other, before other bequests, cash or otherwise, contained in this Will are so abated even though it may be necessary to abate the foregoing bequests in this Article THIRD in their entirety in order to leave all other bequests contained in this Will intact.

#### FOURTH

1. I give and bequeath to FLORENCE MARTIN CHASE, now of Watertown, Connecticut, my opal pin and my three-prong ring, and I also give and bequeath to said FLORENCE MARTIN CHASE, any personalty located in my summer residence known as "Topsmead" which she may choose, with the request, but not the direction, that she choose such personalty as is set forth in the letter accompanying this Will and dispose of the same in accordance with my desires as set forth in said letter.

2. I give and bequeath the portrait of my father, Henry S. Chase, to HENRY CHASE ELY, now of Palo Alto, California, if he desires it, and if he declines to accept the same, I give

and bequeath said portrait to THE MATTATUCK HISTORICAL SOCIETY, of Waterbury, Connecticut.

3. I give and bequeath to said FLORENCE MARTIN CHASE, such of the contents, as she may choose, of the house known as 33 Church Street, Waterbury, Connecticut, if said house belongs to me at the time of my death, with the request, but not the direction, that she dispose of certain of such contents in accordance with my desires as set forth in my letter to her accompanying this Will. Any of such contents of such house as are not so chosen by said FLORENCE MARTIN CHASE, I direct my Executors hereinafter named to sell, either at public or private sale, and I give and bequeath the proceeds thereof to said THE MATTATUCK HISTORICAL SOCIETY.

4. I give and bequeath to my namesake, EDITH CHASE ELY PETERSON, now of Stowe, Vermont, my necklace of pearls.

5. I give and bequeath my Packard automobile to JOHN ORINTAS, if he survives me and if he notifies my Executors that he desires to have the same, and if he does not survive me or so indicates that he does not desire to take the same, I give and bequeath said automobile to my nephew, JOHN HAMILTON CHASE, of Ross, California.

#### FIFTH

I give and bequeath to BERNARD STAIRS, if he shall survive me, all my beef cattle, the hand tools located in the barn and workshop located on the property owned by me in Litchfield, Connecticut known as "Topsmead", the gasoline powered lawn mower used in the maintenance of said Topsmead, the Ford 3000 tractor, together with all attachments thereto, including without limitation, mower, land plow, harrow, post hole digger,

snow plow and scraper or grader, all maple syrup equipment located on said property at the time of my death, and all the furniture and furnishings owned by me and located in the house on my said property which is occupied by BERNARD STAIRS at the time of my death if the same are owned by me at the time of my death. In the event said BERNARD STAIRS does not so survive me, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection with the exception of said furniture and furnishings which I give and bequeath to NORMA STAIRS, if she survives me and is occupying said house at the time of my death, and if she does not survive me or if not so occupying said house at said time, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

SIXTH

1. I give and bequeath, all the books, paintings, furniture, furnishings and objects of art, not disposed of by Paragraph 1 of Article FOURTH hereof, situated in my summer residence, also known as "Topsmead", located on the real property referred to in Article NINTH hereof to LUCY BEACH BURRALL, for the term of her life. I direct that Lucy Beach Burrall shall not in any way be accountable for waste, damage or other loss of any kind to any of said books, paintings, furniture and furnishings and objects of art during the term of the life use hereinbefore granted to her.

2. Subject to the life use granted in Paragraph 1 of this Article SIXTH, I give and bequeath to the aforesaid FLORENCE MARTIN CHASE such of said books, paintings, furniture, furnishings and objects of art as she may choose (which choice must be made within one year from the date of my death by writing deposited with my Executors) with the request, but not the direction, that she dispose of certain of the same in accordance with my desires as

set forth in my letter to her accompanying this Will, and all such books, paintings, furniture, furnishings and objects of art not so chosen by FLORENCE MARTIN CHASE, I give and bequeath to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

SEVENTH

1. I give and bequeath to JOHN ORINTAS, all the furniture and furnishings owned by me and located in the living quarters occupied by him at the time of my death, as a summer residence, on my said property in Litchfield, Connecticut, if he survives me. If he does not so survive me, I give and bequeath the same to his wife, ISABELLE ORINTAS, if she survives me and is occupying, as a summer residence, said living quarters at the time of my death, and if she fails to survive me or is not so occupying said living quarters at such time, I give and bequeath the same to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

2. I give and bequeath:

A. To KENNETH MOORE and his wife, BONNIE, for the period set forth in Paragraph 4 of Article NINTH hereof, the use of the furniture and furnishings located in the house occupied by them, or either of them, on my said property in Litchfield, Connecticut. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use hereinbefore granted to them.

B. To WALTER LIGNOR and his wife, MARY, for the period set forth in Paragraph 5 of Article NINTH hereof, the use of the furniture and furnishings located in the house occupied by them, or either of them, on my said property in Litchfield, Connecticut. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use herein-

before granted to them.

C. To WILLIAM STAIRS and his wife during the term that they or either of them lease the house referred to in Paragraph 6(e) of Article NINTH hereof, the use of the furniture and furnishings located in said house. I direct that neither of them shall in any way be accountable for waste, damage or other loss of any kind to any of said furniture or furnishings during the term of the use hereinbefore granted to them.

D. Subject to the uses granted in subparagraphs A, B and C of this Paragraph 2, I give and bequeath said furniture and furnishings to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection.

EIGHTH

I give and bequeath to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, all my farm equipment of every type and nature, other than that referred to in Article FIFTH hereof, pertaining to the operation of my farm located on the real property owned by me and located in Litchfield, Connecticut, to be used by it in the operation and maintenance of Topsmead State Forest established by Paragraph 6 of Article NINTH of this Will.

NINTH

1. I give and devise to LUCY BEACH BURRALL, to have and to hold during the term of her natural life the use of my aforesaid summer residence known as "Topsmead", together with the right to use, in common with the STATE OF CONNECTICUT, and the other tenants named in this Article NINTH, all driveways over and along the real property located in Litchfield, Connecticut, owned by me at the date of my death, existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving the same at the time of my death, and to maintain the same, all without liability to said



life tenant for any damage, loss or waste to or of the same arising during the term of such use.

2. I give and devise to BERNARD STAIRS and his wife, NORMA, for their natural lives and the natural life of the survivor of them, if at the time of my death they are or either of them is occupying the house located on my said property in Litchfield, Connecticut, which they are occupying at the date hereof, the use of that certain piece or parcel of land, containing 16.85 acres, located in said Litchfield, together with the buildings thereon, said piece or parcel being more particularly described as follows:

"Beginning at a 1/2" solid iron pin at the intersection of the centerline of the stonewall on the west line of Buell Road and the north line of a wall on the south line of Farm Road so-called, thence along the centerline of the stonewall on the west line of Buell Road S. 9 deg. 47 minutes E. 750.61 feet to a 1/2" solid iron pin, thence along a wire fence N. 87 deg. 01 minutes W. 1062.21 feet to a 1" pipe at the corner of another wire fence, thence along this fence N. 1 deg. 30 minutes W. 382.63 feet to a 1" pipe, thence S 88 deg. 26 minutes W. 75.92 feet to a 1" pipe, thence N. 1 deg. 01 minutes, W. 120.61 feet to a 1/2" pipe, thence No. 60 deg. 34 minutes E. 94.51 feet to a three-quarter inch pipe, thence N. 2 deg. 09 minutes E. 136.30 feet to an iron pin at corner of a stonewall on the south line of Farm Road so-called, thence along the north edge of said stonewall on the south line of Farm Road S. 89 deg. 43 minutes E. 271.97 feet to a 1/4" iron pin, thence S. 89 deg. 55 minutes E. 660.95 feet to the 1/2" solid iron pin at the point and place of beginning."

together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death, and the right to cut wood in Topsmead State Forest for his (Bernard Stairs') own use, to draw water from the wells or springs, and to use the septic system or systems serving the buildings located on said land at the time of my death and to maintain the same, all without liability for any damage, loss or

waste to or of the same arising during the term of such use; provided that their life use of said real property, and the other rights hereby granted to them shall cease and terminate if, at any time prior to the death of both of them, they, or either of them, shall cease to use said real property for their own permanent residence or use, the house located thereon shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in all or any part thereof to any third party.

3. I give and devise to JOHN ORINTAS and his wife, ISABELLE, for their natural lives and the natural life of the survivor of them, the use of the living quarters located on my said property in Litchfield, Connecticut, occupied, as a summer residence, by them, or either of them, at the time of my death, together with the right to use in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving said living quarters at the time of my death and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their life use of said living quarters and the other rights hereby granted to them shall cease and terminate, if at any time prior to the death of both of them, they, or either of them, shall cease to use said living quarters as their permanent residence, the same shall be destroyed by fire or other casualty or they or either of them shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

4. I give and devise to KENNETH MOORE and his wife,

BONNIE, for a period of three years after the date of my death, the use of the house located on my said property in Litchfield, Connecticut, occupied by them, or either of them, at the time of my death, together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving said house at such time and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their right to such use of said house and the other rights hereby granted to them shall cease and terminate if, at any time prior to the expiration of such three year period, they, or either of them, shall cease to use said house as a permanent residence, said house shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

5. I give and devise to WALTER LIGNOR, and his wife, MARY, for a period of three years after the date of my death, the use of the house located on my said property in Litchfield, Connecticut, occupied by them, or either of them, at the time of my death, together with the right to use, in common with the STATE OF CONNECTICUT and the other tenants named in this Article NINTH, all driveways and roads over and along said real property existing at the time of my death and the right to draw water from the wells or springs and to use the septic system or systems serving such house and to maintain the same, all without liability for any damage, loss or waste to or of the same arising during the term of such use; provided that their right to such use of said house, and the other rights hereby granted to them shall

cease and terminate if, at any time prior to the expiration of such three year period, they, or either of them, shall cease to use said house as a permanent residence, said house shall be destroyed by fire or other casualty, or they, or either of them, shall lease, mortgage, sell or otherwise attempt to convey their interest in the same or any part thereof.

6. Subject to the uses granted in Paragraphs 1 through 5 of this Article NINTH, I give and devise, absolutely and in perpetuity, to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, all my said real property located in the Town of Litchfield, County of Litchfield, State of Connecticut, with all buildings and improvements thereon to be used and maintained by said devisee as a State Forest and to be known as "Topsmead State Forest" (by which name said real property is sometimes herein referred to).

Such devise of said real property is made with the following requests but not directions:

(a) That Topsmead State Forest, other than a reasonable area around the house used by me as my summer residence and referred to in (c) below, not exceeding four acres, be kept in a state of natural beauty and that nothing be built or created thereon for public recreation including but not limited to, golf courses, tennis courts, swimming pools and ski areas;

(b) That no part of Topsmead State Forest be used by snowmobiles, motorcycles, facilities for the landing of aircraft or by automobiles (except such as may be used by said devisee, its servants and agents for maintenance and other office purposes and the tenants named in Paragraphs 1 through 5 of this Article NINTH), or for the purpose of parking automobiles, except if said devisee deems it necessary, in one area designated by

said devisee, not exceeding one acre, for the parking of the vehicles of its servants and agents working in Topsmead State Forest, although it is my desire that no such parking area be established or maintained. The parking of trucks, tractors and other vehicles and machinery, used by said devisee in the maintenance of Topsmead State Forest, inside or outside of sheds or buildings located on Topsmead State Forest shall not be deemed within the scope of this restrictive request;

(c) That the house occupied by me for many years as a summer residence, to the full extent practicable, be maintained in the same condition and furnished in the same manner as it is when it first comes within the jurisdiction and control of said devisee, that said house not become or be used for an office or place of administration or record storage but be used as a place for meetings of the Department of Environmental Protection and be open to the general public for orderly and quiet visiting on such days as said devisee determines;

(d) That the State of Connecticut, Department of Environmental Protection, retain the services of the aforesaid BERNARD STAIRS for Topsmead State Forest because of his special, pertinent skills and thorough knowledge of Topsmead State Forest, and the services of his wife, NORMA STAIRS, because of her thorough knowledge of and long experience in the upkeep and maintenance of my aforesaid summer residence, "Topsmead";

(e) That the State of Connecticut rent to WILLIAM STAIRS, or his wife, now of Litchfield, Connecticut, the house, if any, which they, or either of them, are occupying on said real estate at the time of my death for a period of three years after the date of my death, if they desire to rent the same, upon the same terms and conditions and at the same rental as obtaining at the time of my death.

TENTH

I give and bequeath to THE CITY NATIONAL BANK OF CONNECTICUT, having an office in Waterbury, Connecticut, IN TRUST, the sum of Two Hundred Thousand Dollars (\$200,000.00), to be invested and reinvested by it and disposed of as follows:

1) 1. I direct my said Trustee to pay so much or all of the income or principal, or both, of said Trust as is necessary to pay any and all real property taxes assessed upon such of the real property referred to in Paragraphs 1 through 5 of Article NINTH of this Will as is subject to a tenancy created by said Paragraphs 1 through 5 and only to the extent it, or a part thereof, is subject to a tenancy, and to pay the cost of maintaining fire and extended coverage insurance on the furniture and furnishings bequeathed by me to Bernard and Norma Stairs and to John and Isabelle Orintas during the term of the tenancy granted to them by Paragraphs 2 and 3 of Article NINTH and to pay the cost of the heating of, <sup>4)</sup> maintaining fire and extended coverage insurance on (to the extent the same is available for the benefit of and payable to the tenants thereof), and the electricity consumed in the homes occupied by the tenants named in said Paragraphs 1 through 5 as are subject to a tenancy, and only to the extent they, or any of them, are subject to a tenancy created by said Paragraphs 1 through 5.

2) 2. Upon the termination of all the tenancies established pursuant to Paragraphs 1 through 5 of Article NINTH of this Will, I direct my said Trustee to pay, transfer and deliver the then remaining principal of said Trust, together with any interest accrued or accumulated thereon, absolutely and free of trust to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, to be added to the fund established pursuant to the provisions of Article ELEVENTH of this Will and to be disposed of in accordance therewith.

ELEVENTH

I give and bequeath the sum of Three Hundred Thousand Dollars (\$300,000.00) to the STATE OF CONNECTICUT, under the management of the Department of Environmental Protection, to be held by it in a separate fund, and the income therefrom, and the principal thereof (to the extent said STATE OF CONNECTICUT deems it necessary or desirable) to be used, first, to defray or help to defray any and all expenses incurred for maintenance of my summer residence, "Topsmead", and, second, to defray or help to defray the expenses of maintaining and operating Topsmead State Forest.

TWELFTH

I direct that my said Executors divide all the rest, residue and remainder of my estate, including lapsed legacies and devises, into equal parts so that there shall be one part for my sister, ANNE CHASE MOTT, if she is living at the time of my death, and one part for each of my deceased sisters (including Anne Chase Mott, if she is not then living) who has issue living at the time of my death, and one part in representation of my deceased brother, Rodney Chase, if FLORENCE MARTIN CHASE is living at the time of my death or if he has issue living at the time of my death, and I give, devise and bequeath said equal parts as follows:

1. I give and bequeath to my said sister, ANNE CHASE MOTT, the part so set aside for her if she shall survive me and if she does not so survive me, I give and bequeath the same to the issue, per stirpes, of my said sister who survive me.

2. I give and bequeath to FLORENCE MARTIN CHASE the

part so set aside in representation of my deceased brother if she survives me and if she does not survive me, I give and bequeath the same to the issue, per stirpes, of my said deceased brother who survive me.

3. Each such part as shall have been set aside in representation of a sister of mine who is now deceased, I give and bequeath to the issue, per stirpes, of such sister, who survive me.

#### THIRTEENTH

I hereby direct that all legacy, succession, inheritance transfer and estate taxes, levied or assessed upon or with respect to any property (including, without limiting the foregoing, insurance, jointly owned property, bonds, and any and all other kinds of personal and real property) which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my estate in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients nor charged against any property passing or which may have passed to any of them, and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person.

#### FOURTEENTH

I hereby appoint FLORENCE MARTIN CHASE, of Watertown, Connecticut, EDWARD T. CARMODY, of Middlebury, Connecticut, and THE CITY NATIONAL BANK OF CONNECTICUT, a banking corporation having an office in Waterbury, Connecticut, as Co-Executors of this my last Will and Testament and as Trustees of any trust



created hereunder, other than the Trust created under Article TENTH hereof with respect to which THE CITY NATIONAL BANK OF CONNECTICUT shall act as sole Trustee, and direct that no bond be required of them. In the event of the death or inability to act, of either Florence Martin Chase or Edward T. Carmody, either before or after qualifying as Executors, or Trustees, or in the event either of them fails to qualify or resigns, as such Executors or Trustees, the remaining Executors or Executor or Trustees or Trustee shall serve alone. I request my Executors to give careful attention to the contents of a letter to me from my corporate Executor and corporate Trustee dated January 20, 1972, which accompanies this Will.

FIFTEENTH

I hereby grant to my Executors and Trustees named herein or any successor Executor or Trustee, in addition to and not in limitation of the powers elsewhere herein granted, or those conferred by law, the following powers:

1. At any time and from time to time to sell at public or private sale, to convey, lease, mortgage or exchange at such price or prices and on such terms as they or it may deem advisable any real or personal property which becomes a part of my estate, all without appropriate court order;

2. To retain temporarily or permanently any and all such real or personal property which constitutes a part of my estate at the time of my death;

3. To invest and reinvest in any real or personal property, including securities, common or other corporate stocks, mutual funds and common trust funds including those established or managed by the corporate Executor and regardless of diversi-

fication as to kind or amount;

4. To hold securities in the name of a nominee; provided they shall be responsible for the actions of their nominees;

5. To borrow for the benefit or preservation of my estate or for farm purposes, and to pledge, mortgage or grant security interests in any or all of said estate as collateral;

6. To compromise, settle or arbitrate any claims, suits, demands, actions or controversies involving or relating to my estate or any of the assets thereof or any of the provisions of this Will;

7. To vote by proxy, general or otherwise;

8. To insure against insurable risks;

9. To make distribution, partial or final, in cash or in kind, at the fair market value thereof at the time of such distribution, as determined by them in their sole discretion;

10. To retain the services of attorneys, accountants, investment advisors, brokers, real estate agents, surveyors and others, and to employ clerical and other assistance, all as the same may be needed;

11. To conduct the farm, if any, conducted by me at the time of my death at my property located in Litchfield, Connecticut to do any and all things concerning the production and marketing of crops and dairy, poultry, livestock, orchards and forest products, to operate said farm with hired labor, tenants or sharecroppers, to lease or rent the farm for cash or for share of the crops, to purchase or otherwise acquire farm machinery and equipment and livestock, to undertake the construction, repair and improvement of farm buildings of all kinds needed in my Executors' judgment for the operation of said farm, to engage in the production of livestock, poultry or dairy products and to construct such fences and buildings and plant such pastures and

crops as may be necessary to carry on such operations, to market the products of said farm and in general to employ good husbandry in the operation of said farm;

12. To execute and deliver any and all instruments necessary and proper to carry out any of the foregoing powers and any of the provisions of this Will.

All the above powers may be exercised, except as otherwise specifically indicated to the contrary, without court order and without obligation or requirement on the part of any of said Executors to give bond for the proper application, administration or accounting of any monies, avails or other property received as a result of the exercise of the above powers.

I direct my Executors to purchase a separate headstone for or near my grave in the family plot at Riverside Cemetery Association, Waterbury, Connecticut, which is to have engraved thereon my three initials, together with the dates of my birth and death, and I further direct my Executors to have engraved on the flat "Henry Sabin Chase" stone located in said family plot the names of all five of his children, or such of them as have not been engraved thereon as of the date of my death.

SIXTEENTH

The term "issue" as used in this Will shall be deemed to include legally adopted as well as natural born children or issue, respectively, whether born or adopted before or after the execution of this Will.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal this 24th day of January , 1972.

/s/ EDITH MORTON CHASE (SEAL)

Signed, sealed, published and declared as and for her last Will and Testament by the Testatrix, EDITH MORTON CHASE, in our presence, who, in her presence, in the presence of one another and at her request, have hereunto subscribed our names as witnesses, this 24th day of January , 1972.

/s/ VERONICA M. FOODY

/s/ SALLY A. HEBERT

STATE OF CONNECTICUT )  
                                  ) ss: Waterbury  
COUNTY OF NEW HAVEN )

We, the undersigned, being duly sworn, depose and say that on the 24th day of January , 1972, the above named Testatrix, EDITH MORTON CHASE, signed the foregoing Will in our presence as witnesses; that we thereupon subscribed our names thereto as witnesses, in her presence and at her request, and in the presence of one another; that at the time of the execution of said Will, said EDITH MORTON CHASE appeared to be of full age and of sound and disposing mind and memory; and that this affidavit is made at her request.

/s/ VERONICA M. FOODY

/s/ SALLY A. HEBERT

STATE OF CONNECTICUT )  
                                  ) ss: Waterbury                    January 24 , 1972  
COUNTY OF NEW HAVEN )

Personally appeared Veronica M. Foody

and Sally A. Hebert, who subscribed the foregoing affidavit and made solemn oath to the truth of the same, before me.

/s/ EDWARD T. CARMODY  
Commissioner of the Superior Court



INSTRUMENT OF GIFT

TO

THE WATERBURY HOSPITAL

EMMET AND MILDRED CROZIER SCHOLARSHIP FUND

On behalf of my late husband and myself, I am by this instrument establishing the EMMET AND MILDRED CROZIER SCHOLARSHIP FUND ("Fund") as part of the restricted endowment of The Waterbury Hospital ("Hospital"). My initial contribution is in the form of the assets listed on Exhibit A attached, and I anticipate making additional irrevocable gifts to the Fund in the future.

It is my wish that the income of the Fund, and such amount of the net appreciation (realized and unrealized) thereof, as the Committee created below may appropriate from time to time, be used to carry out the purposes of the Fund. However, it is my desire that no part of the value of any contribution made by me now, or in the future, calculated as of the time the gift is made, be so expended.

The purpose of the Fund is to provide scholarship assistance to children of Hospital employees so as to enable them to pursue their professional education in medicine and related fields of caring. A dedicated commitment to pursue a professional career shall be required of all applicants. It is not my intent to limit this to potential doctors and registered nurses, but other health care practioners and technologists should be eligible whose professional education requires at least two years.

Scholarships shall be awarded by a Committee of five (5) individuals composed as follows:

1. Chief of Staff of the Hospital
2. Vice President, Patient Care Services of the Hospital
3. A member of the Attending Staff of the Hospital
4. A member who shall be a past or present Trustee or Corporator of the Hospital, or a past or present Trustee or Corporator of Greater Waterbury Health Network, Inc. ("Network")
5. A member who is an employee of the Hospital who has demonstrated an interest and ability to be a productive, contributing member of the Committee.

Initial members shall include Dr. Marc J. Taylor as the Medical Staff representative and myself as a former

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Corporator of the Hospital and present Corporator of the Network. The President of the Hospital shall make all other initial and all future appointments, including successors to Dr. Taylor and myself. In the event the titles of any of the above positions, or the corporate structure of the Hospital and its parent corporation the Network, are changed, the President of the Hospital (or its successor) shall determine the then nearest equivalent to those provided above.

The Committee shall serve without compensation, but shall be reimbursed from the Fund for its reasonable expenses in administering the program, including assistance in determining needs of applicants. Scholarships should be based upon academic performance and need, and sufficiently large so as to make a significant impact upon the applicant's ability to pursue the proposed course of study. The Committee shall adopt its own rules and criteria. Awards should, to the extent possible, be for a period not to exceed one year, but may be renewed. An award shall not be terminated because the parent has ceased to be an employee of the Hospital. The program should be as broad based as possible, and children of all employees should be encouraged to apply. It is my intent to give the Committee wide flexibility and discretion in carrying out my wishes.

Dated at Waterbury, Connecticut, this 28th day of December, 1988.

  
Mildred Crozier



EXHIBIT A.

Initial Contribution to Emmet and Mildred Crozier Scholarship Fund  
on December 28, 1988:

One Hundred Thousand Dollars (\$100,000.00) Cash.



Lewis R. Whitehead

Attorney-at-Law  
Pomperaug Office Park, Bldg. Two  
P.O. Box 629  
Southbury, Connecticut 06488

TEL: (203) 264-9677

FAX: (203) 262-6415

March 21, 1996

*cc Erik  
Collins  
for an follow-up  
E*

Waterbury Hospital  
64 Robbins Street  
Waterbury, CT 06708

Office of the Administrator

Re: Estate of Marguerite B. Fulling

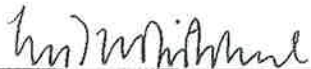
Dear Sir:

As you may know, Marguerite Fulling died on the 18th of January, 1996. Prior to her death she had established an inter vivos trust with the Bank of New York, dated November 25, 1981 and amended to December 22, 1995. In Article 4G of the trust she directed that the trustee pay the hospital the sum of \$50,000.00 for the purpose of providing a research fund "to be known as the Marguerite B. Fulling Research Fund, only the income from which is to be used for research of breast cancer."

Her nephew, Richard Weisfelder, of Toledo, Ohio, has been appointed by the Southbury Probate Court as executor of Marguerite's estate. Both the Bank of New York and Mr. Weisfelder have agreed to delay actual payment of this gift to the hospital until both the federal and state death taxes are paid. I estimate that to be some time in the late summer or early fall.

I am writing this letter as a courtesy to you, to let you know that the gift is coming so you may make plans accordingly. If you have any questions, feel free to get in touch with the undersigned.

Very truly yours,



Lewis R. Whitehead

LRW:br

pc: Richard Weisfelder  
The Bank of New York

PROBATE COURT, DISTRICT OF SOUTHBURY

-----X  
In the Matter of the Estate of

**MARGUERITE B. FULLING,**

Deceased.  
-----X

RECEIPT AND RELEASE

of WATERBURY HOSPITAL, 64 Robbins Street, Waterbury, CT 06708, does hereby acknowledge and declare that he/she has received, on behalf of WATERBURY HOSPITAL, from THE BANK OF NEW YORK and RICHARD F. WEISFELDER, Trustees of the trust created for the benefit of Marguerite B. Fulling and others, dated November 25, 1981 and amended to December 22, 1995, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) in satisfaction of a gift to it in paragraph 4G of said trust. warrants that WATERBURY HOSPITAL is the beneficiary of the aforesaid trust pursuant to paragraph 4G of said trust and further warrants that WATERBURY HOSPITAL has not assigned or otherwise encumbered any part or all of its interest in said Estate.

In consideration of the aforesaid gift, the receipt of which is hereby acknowledged, hereby forever releases and discharges the said THE BANK OF

EWIS R. WHITEHEAD

ATTORNEY AT LAW

LAW OFFICES  
Pomperaug Office Park  
Building Two  
PO Box 629  
Southbury, CT 06488  
(203) 264-9677

NEW YORK and RICHARD F. WEISFELDER, as co-trustees of the said trust, of and from any and every claim and demand whatsoever as beneficiary under paragraph 4G of said trust.

DATED:

June 19, 1996

WATERBURY HOSPITAL

By

*J. H. Tolson*  
PRESIDENT

(title)

STATE OF CONNECTICUT

COUNTY OF *New Haven*

*ss: Waterbury*

On this the *19<sup>th</sup>* day of *June* 1996, before me, the undersigned officer, personally appeared *John H. Tolson* who acknowledged himself/~~herself~~ to be the *President* of WATERBURY HOSPITAL, a corporation, and that he/~~she~~ as such *President*, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/~~herself~~ as *President*.

In witness whereof I hereunto set my hand.

*Elizabeth S. Rendeiro*  
Notary Public

ELIZABETH S. RENDEIRO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 31, 1999

LEWIS R. WHITEHEAD

ATTORNEY AT LAW

LAW OFFICES  
Pomperaug Office Park  
Building Two  
PO Box 629  
Southbury, CT 06488  
(203) 264-9677



*file* RECEIVED  
JAN 31 1979  
NURSING ADMINISTRATION

THE WATERBURY HOSPITAL  
Waterbury, Connecticut

M E M O R A N D U M

To: Denise Shanahan, Assistant Administrator, Nursing Service  
From: R. O. Hotchkiss, Controller *A*  
Date: January 30, 1979  
Subject: Graduate Nurse Educational Fund

This is to follow up on our conversation in reference to the Graduate Nurses Educational Fund. These funds are to be used for the education of graduate nurses of the Waterbury Hospital.

Please review and if there are expenses that fall into this category, kindly submit a memo to me so that the funds may be withdrawn.

Thank you.

ROH:mbh

SOURCE	NAME OF FUND	ESTABLISHED BY	MEMORY OF	AMOUNT	DESIGNATES BENEFICIARY	PURPOSE, SPECIAL RESTRICTIONS, COMMENTS	CLASS
①	Graduate Nurses Education Fund	Nursing School Alumnae Association		Varies	Alumnae Assoc	Special Fund - To provide loans to graduate nurses for further education - not a Hospital Fund.	
Endowment Book Will Folder	Walter W. Holmes Fund	Gift: 12/26/23	Margaret Torrance Holmes	\$ 145,000.00 \$45,000 to be used as noted the remainder apparently unrestricted.	H	Special Fund - Originally to be used to finance a recreation hall. After 11/39 Hospital free to use principal and income for general purpose. If hospital ever builds recreation hall, Mr. Holmes or his executor may, if stocks are still unsold, require hospital to sell stocks and apply proceeds of sale plus income, or an equivalent amount, to the cost of constructing the recreation hall.	P/UR - H I/UR - H SP
Endowment Book	"The Hopkins Memorial" (Abbie C. Hopkins Trust)	Estate: Abbie C. Hopkins Died: 12/28/39		1,051,000.00 Assets 6/30/74	Per Will	Special Fund - Set up to endow a hospital in Naugatuck. Income accrued for 20 yrs. (until 1959). If Naugatuck Hospital Corp did not build hospital, income goes to Waterbury Hospital to benefit poor of Naugatuck, within unexpended money going to general fund. If Naugatuck Hospital Corp. ever builds, Hospital Fund reverts to Naugatuck Hospital. However, Naug. Hosp. Corp. dissolved in 1951.	P/R - B I/R - B SP Colonial
Will Folder	Anne Kaye Memorial Fund	Subscription	Anne Kaye	210.00 Rec'd by 8/29/72	H	Special Fund - To support or partially support a fellowship in medical oncology.	P/R - H I/R - H SP
②	Lewis J. Mayo Memorial Fund	Gift: Lewis J. Mayo and subscription		2,815.92	H	Special Fund - Scholarships for nursing students. In savings account and seldom used.	P/R - H I/R - H





30 12898 14

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARGERY K. HAYDEN, of the Town of Waterbury, County of New Haven, State of Connecticut, being of sound and disposing mind and memory, do hereby make, publish and declare the following as and for my last will and testament, hereby revoking and annulling any and all former wills and codicils by me heretofore made, in manner and form as follows:

ARTICLE FIRST

I hereby direct that all legacy, succession, inheritance, transfer and estate taxes, together with interest and penalties in respect thereof, levied or assessed upon or with respect to any property which is included as part of my gross estate for the purposes of any such tax, shall be paid by my Executors out of my residuary estate and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed by this will or otherwise to any of them, and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person. \* \* \* \* \*

ARTICLE SECOND

I give and bequeath all of my tangible personal property, including any and all furniture, furnishings, china, silverware, jewelry, ornaments, works of art, automobiles, books, pictures and other articles of similar nature, to WILLIAM ROGER PITKIN, JR., of Guilford, Connecticut, EDWARD HAYDEN PITKIN, of said Guilford, PAULINE PITKIN HARRINGTON, of Lakewood, Ohio, and ELIZABETH FULTON GUNTER HUSBAND, of Cochise, Arizona, and in the

event that any such beneficiary shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes.

However, if I leave a memorandum addressed to said beneficiaries suggesting a disposition of any of said property, it is my hope and expectation that such suggestion will be accepted and followed by them. \* \* \* \* \*

#### ARTICLE THIRD

I give and bequeath the sum of Thirty Thousand Dollars (\$30,000.00) to each of the following beneficiaries: said ELIZABETH FULTON GUNTER HUSBAND, said WILLIAM ROGER PITKIN, JR., said EDWARD HAYDEN PITKIN, and said PAULINE PITKIN HARRINGTON. In the event that any such beneficiary shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes.

#### ARTICLE FOURTH

I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000.00) to NANCY FULTON BRIGGS, of Tucson, Arizona, and the sum of Fifteen Thousand Dollars (\$15,000.00) to WILLIAM DUNCAN FULTON, of said Tucson. In the event that either of such beneficiaries shall predecease me leaving issue me surviving, I give and bequeath the share of such deceased beneficiary to his or her issue per stirpes. \* \* \* \* \*

#### ARTICLE FIFTH

I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to each of the following beneficiaries: ELIZABETH DUNCAN FULTON, of said Tucson, GERALDINE RUSSELL PITKIN, of said Guilford, PATRICIA GROVES PITKIN, of said Guilford, and THOMAS HUSBAND, of said Cochise. \* \* \* \* \*

ARTICLE SIXTH

I give and bequeath to said WILLIAM ROGER PITKIN, JR. the sum of Twenty-five Thousand Dollars (\$25,000.00). While this bequest is absolute, it is my wish that said WILLIAM ROGER PITKIN, JR. distribute said sum to the persons and in the amounts which shall be set forth by me in a memorandum which I shall leave with my will. \* \* \* \* \*

ARTICLE SEVENTH

In the event that RUTH E. EARLEY, of said Waterbury, shall survive me, I give and bequeath the sum of Thirty Thousand Dollars (\$30,000.00) to my Trustee hereinafter named, IN TRUST NEVERTHELESS, for the following uses and purposes, and with the powers and duties hereinafter set forth:

During the lifetime of said RUTH E. EARLEY, my Trustee shall pay over to or use for the benefit of said RUTH E. EARLEY from the net income derived from said trust the sum of Fifteen Hundred Dollars (\$1,500.00) per year, quarterly or more often as it, in its sole discretion, shall deem advisable, and in the event that the net income shall be insufficient in any twelve months period following the date of my death to provide payments to said RUTH E. EARLEY at the rate of Fifteen Hundred Dollars (\$1,500.00) per year, my Trustee shall pay over to her such amount or amounts from the principal of this trust as shall be necessary to provide payments to her at such annual rate. In the event that the net income in any twelve months period following the date of my death shall exceed the sum of Fifteen Hundred Dollars (\$1,500.00), such excess shall be accumulated by my Trustee and added to the principal of the trust.

On the death of said RUTH E. EARLEY, my Trustee shall divide the undistributed income and principal then remaining in said trust into as many equal shares as I shall have nephews and nieces then living and nephews and nieces then deceased leaving issue then living, and I direct that my Trustee shall pay one such share to each such nephew and niece then living and one such share to the issue of any deceased nephew or niece, the issue of any deceased nephew or niece to take per stirpes.

ARTICLE EIGHTH

If I am survived by CATHERINE KEIPER, of Prospect, Connecticut, I give and bequeath to her the sum of Two Thousand Five Hundred Dollars (\$2,500.00), the same to be to her absolutely. \* \* \* \* \*

ARTICLE NINTH

If I am survived by EMMA KIESSLING, of said Waterbury, I give and bequeath to her the sum of Two Thousand Five Hundred Dollars (\$2,500.00), the same to be to her absolutely. \* \* \* \*

ARTICLE TENTH

I give and bequeath to THE AMERIND FOUNDATION, INCORPORATED, located in Dagoon, Arizona, the sum of Twenty-five Thousand Dollars (\$25,000.00), to be used for its general purposes. \* \*

ARTICLE ELEVENTH

I give and bequeath to THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, located in said Waterbury, the sum of Thirty Thousand Dollars (\$30,000.00), to be used for its general purposes. \* \* \* \* \*

ARTICLE TWELFTH

I give and bequeath to THE MATTATUCK HISTORICAL SOCIETY, located in said Waterbury, the sum of Seventy Thousand Dollars (\$70,000.00), to be used for its general purposes. \* \* \* \* \*

ARTICLE THIRTEENTH

I give and bequeath to THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED, located in said Waterbury, the sum of Fifteen Thousand Dollars (\$15,000.00), to be used for its general purposes. \* \* \* \* \*

ARTICLE FOURTEENTH

I give and bequeath to WATERBURY GIRL'S CLUB, INCORPORATED, located in said Waterbury, the sum of Fifteen Thousand Dollars (\$15,000.00), to be used for its general purposes. \* \* \* \* \*

ARTICLE FIFTEENTH

I give and bequeath to THE CONNECTICUT JUNIOR REPUBLIC located in Litchfield, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), to be used for its general purposes. \* \*

ARTICLE SIXTEENTH

I give and bequeath to THE WATERBURY HOSPITAL, located in said Waterbury, the sum of Twenty Thousand Dollars (\$20,000.00) to be known as "The Elizabeth K. Hayden Fund", to establish a bed fund, the income from which shall be used for the purpose of providing free bed and medical care to patients of Southmayd Home, Incorporated, of said Waterbury, who shall be designated by the Board of Directors of said Southmayd Home, Incorporated, as being eligible to receive said free bed and medical care. In the event that all or any portion of said income in any consecutive twelve months period (said period to be determined

by said Hospital, in its sole discretion) shall not be needed for the purpose of providing free bed and medical care, the same may be used by said Hospital for its general purposes. • •

#### ARTICLE SEVENTEENTH

I give and devise to CHILD GUIDANCE CLINIC OF WATERBURY, INC., a non-profit organization located in said Waterbury, all of my real estate located on Pine Street and Glenridge Street, in said Waterbury, for as long as said property shall be used by said corporation for the purposes for which said corporation was organized. In the event that said corporation shall take title to said property, it is my wish and desire that the buildings on said property as of the date of my death be retained by said corporation, to be used for the purposes for which said corporation was organized, and that no new buildings or structures be erected on said property. In the event that said corporation shall fail to accept this devise within a period of two (2) years from the date of my death, or in the event that at any time after acceptance, said corporation shall fail to use said real estate for such purposes, then the title and interest of said corporation in and to said real estate shall cease and terminate, and I give and devise said real estate to the CITY OF WATERBURY, to be added to and become a part of the property known as "Hayden Homestead Park", for as long as said property shall be used by said City for park purposes only. In the event that said City shall take title to the aforesaid property, it is my wish and desire that, with the exception of the three car garage in the rear of #52 Pine Street, in said Waterbury, all other houses or buildings located on such property shall be removed or razed by said City, and said

three car garage shall be used by the City for purposes directly connected with the maintenance, care, supervision and operation of said real estate as a public park. In the event that said City shall fail to accept this devise within a period of two (2) years from the date of the failure of the aforesaid corporation to accept said devise, or in the event that at any time after acceptance, said City shall fail to use said real estate for park purposes only, then the title and interest of said City in and to said real estate shall cease and terminate, and I give and devise said real estate, in equal shares, to said THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED and said THE MATTATUCK HISTORICAL SOCIETY, to be used by each for its general purposes. \* \* \* \* \*

ARTICLE EIGHTEENTH

I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000.00) to my Trustee hereinafter named, IN TRUST NEVERTHELESS, with the powers and duties hereinafter set forth for the following uses and purposes:

1. For as long as said City of Waterbury shall maintain the property known as "Hayden Homestead Park" for park purposes only, my Trustee shall pay to said City of Waterbury the net income derived from said trust quarterly or more often as my Trustee, in its sole discretion, shall deem advisable, said net income to be used by said City for the maintenance of said park.

2. In the event that said City of Waterbury shall fail to maintain said real estate for park purposes only, then the title and interest of said City in and to the principal and undistributed income of this trust shall cease and terminate, and I give and bequeath said principal and any undistributed



income in equal shares to said THE WATERBURY VISITING NURSES ASSOCIATION, INCORPORATED, said THE MATTATUCK HISTORICAL SOCIETY, and said THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, to be used by each for its general purposes. \* \* \* \* \*

ARTICLE NINETEENTH

I give and bequeath the sum of Twenty Thousand Dollars (\$20,000.00) to said SOUTHMAYD HOME, INCORPORATED, to be used for its general purposes. \* \* \* \* \*

ARTICLE TWENTIETH

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00), to PEARL STREET NEIGHBORHOOD HOUSE, located in said Waterbury, to be used for its general purposes. \* \* \* \* \*

ARTICLE TWENTY-FIRST

I give and bequeath the sum of Fifteen Thousand Dollars (\$15,000.00) to WATERBURY DAY NURSERY, located in said Waterbury, to be used for its general purposes. \* \* \* \* \*

ARTICLE TWENTY-SECOND

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to BOYS CLUB, INC. OF WATERBURY, located in said Waterbury, to be used for its general purposes. \* \* \* \* \*

ARTICLE TWENTY-THIRD

I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to THE YOUNG MEN'S CHRISTIAN ASSOCIATION, located in said Waterbury, to be used for its general purposes. \* \* \* \* \*

ARTICLE TWENTY-FOURTH

I direct that my Executors shall divide all the rest, residue and remainder of my property, both real and personal,

and wheresoever situate, into as many equal shares as I shall have nephews and nieces living on the date of my death and nephews and nieces then deceased leaving issue then living, and I direct that my Executors shall pay one such share to each such nephew and niece then living and one such share to the issue of any deceased nephew and niece, the issue of any deceased nephew or niece to take per stirpes. \* \* \* \* \*

ARTICLE TWENTY-FIFTH

In addition to the powers by law conferred upon Executors, I hereby authorize and empower my Executors hereinafter named, and any successors to said Executors, in their absolute and uncontrolled discretion, to retain any and all property, real or personal, of which my estate may be composed at the time of my death; to sell and convey any or all of the property, real or personal, of which my estate may at any time be comprised; to invest and reinvest any money in my estate at any time in any property, real or personal, including common stocks, common trust funds and mutual funds, at their discretion, without being limited by any statute or rule of law; to join in any reorganization, merger, consolidation or exchange of any securities held by them, and to exercise rights to subscribe to or receive any new securities; to borrow money from themselves or any one of them, and encumber any or all of the property of my estate for such purposes to control, operate and manage any or all property now or hereafter constituting a part of my estate, and to carry on any business enterprise as a partner or otherwise in which I may be interested in my lifetime; to compromise and settle any claim belonging to or against my estate or the property in my estate; except as otherwise provided, to make division and distribution of my estate in securities, property or cash, as my Executors

may deem proper, and in making distribution of my residuary estate in kind, my Executors, in their sole discretion, need not make a pro rata allocation of each asset so distributed; to determine whether to claim deductions available to me or my estate on estate tax or income tax returns, and to determine the date upon which to value my estate for estate tax purposes, all in such manner as they may deem advisable and without thereafter making any adjustment between income and principal or making any adjustment between beneficiaries on account of any such determination; to execute and deliver good and sufficient assignments, contracts, agreements, deeds, mortgages, leases, receipts, releases and such other instruments as may be required to effectuate any of the powers set forth herein. All powers herein granted my Executors may be exercised without obtaining probate order or approval. \* \* \* \* \*

ARTICLE TWENTY-SIXTH

I give to my Trustee hereinafter named, and any successor to said Trustee, the same authority, power and discretion as set forth in Article Twenty-fifth hereof for my Executors with reference to any property, real or personal, which shall at any time constitute a part of the trusts hereinbefore created, and I further authorize and empower my Trustee to make such expenditures as may be necessary and proper in administering such trusts, including the hiring of agents and attorneys; to hold any part of the trusts in cash or uninvested for any period deemed advisable.

LAST ARTICLE

I name, nominate and appoint WILLIAM J. SECOR, JR. of Middlebury, Connecticut, and THE COLONIAL BANK AND TRUST COMPANY a duly organized banking corporation located in said Waterbury, or any successor thereto, Executors of this my last will and testament, to serve without bond. In the event that said WILLIAM J. SECOR, JR. shall fail to qualify or to complete his duties as such Executor, I direct that said THE COLONIAL BANK AND TRUST COMPANY, or its successor, shall act as sole Executor.

I name, nominate and appoint said THE COLONIAL BANK AND TRUST COMPANY, or its successor, Trustee of the trusts herein created, to serve without bond. \* \* \* \* \*

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at said Waterbury, this 7<sup>th</sup> day of FEB. A.D. one thousand nine hundred seventy-five.

William J. Secor, Jr. (L.S.)

Signed, sealed, published and declared by the said testatrix, MARGERY K. HAYDEN, as her last will and testament in the presence of us, the subscribing witnesses, who, in her presence and in the presence of each other, have hereunto at her request subscribed our names as such witnesses, at said Waterbury, on the 7<sup>th</sup> day of FEB, A.D. one thousand nine hundred seventy-five.

James J. [unclear]  
[unclear]

WITNESSES

STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN

ss. Waterbury,

2/3/75

The within named A. J. [unclear] and

[unclear], being each duly and separately sworn, depose and say: that deponent witnessed the instrument purporting to be the last will and testament of MARGERY K. HAYDEN, and bearing date of 2/3/, 1975, subscribed the same in the presence of the other person whose name appears as witness thereto; that the within named testatrix at the time of the execution of said instrument, was more than eighteen years of age and appeared to such deponent to be of sound mind and memory; that the within named testatrix signed said will and declared the same to be her last will and testament in the presence of both of said witnesses; and that each deponent respectively makes this affidavit at the request of said testatrix.

[Signature]  
[Signature]

Subscribed and sworn to, at the request of the within named testatrix, MARGERY K. HAYDEN, the day and year above written, before me.

[Signature]  
Commissioner of Superior Court



6 Nova Scotia Hill Rd.  
Watertown, Conn.  
October 31, 1960

Mr. Donald Henry, President  
Waterbury Hospital  
Robbins Street  
Waterbury, Conn.

Dear Mr. Henry:

Please accept \$10,000.00 in memory of Mr. Merritt Heminway, who was born September 10, 1896 in Watertown and died November 13, 1956 in Watertown.

It is the wish of his family that the income from this sum be added to that of the Merritt Heminway Bed Fund and administered as that fund has been administered in the past.

Mr. Wynne was kind enough to send me what he found in the 1915 hospital records which referred to the fund. Some present clarification would be helpful, I believe, in application to the additional money.

We wish that the word "poor" be interpreted to mean anyone whose hospital bills (not being otherwise fully covered) are such that the patient would be burdened thereby so that help in their payment might be considered of curative value.

It is also our wish that any income from this fund left at the end of each hospital fiscal year be turned over to the hospital's general funds.

The Board of the hospital should feel free to request the family of Merritt Heminway to change the above provisos if in their opinion the fund is no longer serving a useful purpose. If the time should arise when there were no family left to confer with, the interest and principal of the fund should be used in such a way as best to serve Watertown patients.

Yours truly,

*Katherine H. Heminway*

Katherine H. Heminway

THE WATERBURY HOSPITAL

Endowment or Permanent Room or Bed Fund

Name of Fund Merritt Heminway Bed Fund

Established By Mr. and Mrs. Merritt Heminway

Condition of Gift.

Source from Executive Committee Report 1914

"Two bed funds have been added to our list during the year: the second endowed by Mr. and Mrs. Merritt Heminway, of Watertown, to be named the Merritt Heminway Cot."

Executive Report 1915 shows receipt from Merritt Heminway \$5,000.

Condition of Gift:

Income to maintain bed for Watertown poor.

(Information from Colonial Trust Company, September 26, 1956)

Copy of Letter from Mrs. Katherine H. Heminway Received in Administrator's Office November 12, 1960:

"6 Nova Scotia Hill Rd.  
Watertown, Conn.  
October 31, 1960

Waterbury Hospital

Medical Dept.

Watertown, Connecticut

Dear Mr. Wynne:

Please accept \$10,000.00 in memory of Mr. Merritt Heminway, who was born September 10, 1896 in Watertown and died November 13, 1955 in Watertown.

It is the wish of his family that the income from this sum be added to that of the Merritt Heminway Bed Fund and administered as that fund has been administered in the past.

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Yours truly,

Katherine H. Heminway"





41432

WATERBURY HOSPITAL  
JUNIOR LEAGUE FUND  
"Special Medical Fund"

Name of Fund The Junior League Fund

Established by The Junior League, of Waterbury, Conn.

Condition of Gift.

To be used as a special Medical Fund

Amount of Gift - \$1,500.00

Date - February, 1937

(Colonial Trust Co. Acct. No. A1432 - Special Medical Fund)

Waterbury, Connecticut

January 13, 1938

The Colonial Trust Company

Waterbury, Connecticut

Gentlemen:

At a special meeting of the Directors of The Waterbury Hospital, held at the Waterbury Club January 11, 1938, duly warned and at which a quorum was present, on motion it was voted:

That the Treasurer be and hereby is authorized to appoint a Bank or Trust Company as his Agent, who, under the direction of the Treasurer of the Finance Committee, shall assume custody of all cash, securities and property of the Hospital except property actually used for Hospital purposes and the Buckingham Building; invest and reinvest the Funds of the Hospital, keep proper books of account, deposit income in approved depositories, and perform such other duties of the Treasurer as the Treasurer and Finance Committee shall direct. The Treasurer is further authorized to pay to said agent such compensation as he shall consider reasonable and proper.

The authority granted to the Treasurer to appoint an agent by resolution of the Board on December 8, 1935 is hereby revoked.

In accordance with the above vote, I hereby appoint The Colonial Trust Company, of Waterbury, Connecticut, as Agent for the Treasurer of the Waterbury Hospital, the duties of said Agent to be as set forth in said vote; and I hereby approve as depositories The Colonial Trust Company and The Waterbury Savings Bank.

Very truly yours,

*Edwin B. Northrup* Treasurer

The Waterbury Hospital



I, SARANN B. KAZANJIAN, of the Town of Woodbury, County of Litchfield, State of Connecticut, make, publish and declare the following as and for my last Will and Testament, hereby revoking any other Wills by me heretofore made.

ARTICLE I - TANGIBLE PERSONAL PROPERTY

Section 1. I bequeath to my daughter, DOROTHEA K. ELSTON of Woodbridge, Connecticut, if she shall survive me, all of my tangible personal property, to be to her absolutely.

Section 2. If my said daughter shall not survive me, I bequeath said tangible personal property, share and share alike, to my grandchildren who shall be alive at the time of my death, to be to them absolutely. I request that said tangible personal property be divided among my grandchildren as equally as possible and direct that my Executors make the allocation of this property and that their decision shall be conclusive upon all persons interested in my estate.

ARTICLE II - REAL PROPERTY

I devise and bequeath to my daughter, DOROTHEA K. ELSTON, if she shall survive me, all of my real estate together with the improvements thereon and all policies of insurance pertaining thereto, to be to her absolutely. If my said daughter shall not survive me, I direct that said real property and policies of insurance pertaining thereto be added to and administered as a part of my Residuary Trust described in ARTICLE VI hereof.

ARTICLE III - SPECIFIC BEQUESTS

Section 1. I bequeath the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) to THE WATERBURY HOSPITAL, Waterbury, Connecticut, and direct that this bequest be held as a separate fund to be known as the "SARANN B. KAZANJIAN MEMORIAL FUND" and that the income from it be used to purchase equipment for medical and surgical purposes.

Section 2. I bequeath the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to DONATIONS AND BEQUESTS FOR CHURCH PURPOSES, INCORPORATED, a corporation specially chartered by the General Assembly for the State of Connecticut and having its office and principal place of business at 1335 Asylum Avenue, Hartford, Connecticut and direct that this bequest be held as a separate fund to be known as the "SARANN B. KAZANJIAN MEMORIAL FUND" and that the income from it be used for its general purposes.

Section 3. I bequeath the sum of TEN THOUSAND DOLLARS (\$10,000.00) to SAINT PAUL'S PARISH (EPISCOPAL SOCIETY), Woodbury, Connecticut with the request that said sum be used for its general purposes, to be to it absolutely.

Section 4. I bequeath the sum of TEN THOUSAND DOLLARS (\$10,000.00) to the CONNECTICUT CHILD WELFARE ASSOCIATION, INC., New Haven, Connecticut, to be to it absolutely.

Section 5. In the event its New Haven unit is in existence at the time of my death, I bequeath the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to RECORDING FOR THE BLIND, INCORPORATED, New York, New York, with the request that said

bequest be used exclusively for the purposes of the New Haven unit currently of 133 Church Street, New Haven, Connecticut, to be to it absolutely.

Section 6. I bequeath the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to NEWINGTON CHILDREN'S HOSPITAL, Newington, Connecticut, to be to it absolutely.

Section 7. I bequeath the sum of ONE THOUSAND DOLLARS (\$1,000.00) to the CONNECTICUT HUMANE SOCIETY, Hartford, Connecticut, to be to it absolutely.

#### ARTICLE IV - BEQUEST FOR MARGERY M. LANGHAM

I bequeath to my niece, MARGERY M. LANGHAM, currently residing at 4702 San Jacinto Terrace, Fallbrook, California, the sum of TEN THOUSAND DOLLARS (\$10,000.00), to be to her absolutely.

#### ARTICLE V - BEQUESTS AND TRUSTS FOR GRANDCHILDREN

Section 1. I bequeath the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to each grandchild of mine who is living at the time of my death and who has then attained the age of thirty-five (35) years, to be to him or her absolutely.

Section 2. I bequeath the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each grandchild of mine living at the time of my death and who has not then attained the age of thirty-five (35) years to my Trustees hereinafter named, and their successors, IN TRUST, without bond, to hold, manage, invest and reinvest each such ONE HUNDRED THOUSAND DOLLAR (\$100,000.00) be-

quest as a separate and distinct trust. The income on each such separate and distinct trust shall be deemed to accrue from and after the date of my death. My Trustees shall hold each such separate and distinct trust for the following uses and purposes:

(a) To retain all of the net income from each such separate and distinct trust and add it to the principal thereof.

(b) To pay, transfer and deliver absolutely and free of trust to each such grandchild for whom a separate and distinct trust is created under this Section 2, ARTICLE V hereof, when he attains the age of thirty-five (35) years, all of the principal of his or her trust as then constituted including all accumulations of income thereon.

(c) If any such grandchild for whom a separate and distinct trust is created under this Section 2, ARTICLE V hereof shall die before attaining the age of thirty-five (35) years, I direct that at his or her death the principal of his or her trust as then constituted including all accumulations of income thereon, be added to and administered as part of the Residuary Trust established by this Will under ARTICLE VI hereof.

#### ARTICLE VI - RESIDUARY TRUST

I devise and bequeath all the rest, residue and remainder of my property of every kind and description and wheresoever located, including lapsed legacies (all of which property, together with all increments and additions thereto is hereinafter called the "Residuary Trust") to my Trustees hereinafter named and to



their successors, IN TRUST, without bond, to hold, manage, invest and reinvest (subject to the provisions of ARTICLE IX, Section 4 hereinafter set forth) for the following uses and purposes:

(a) Pay, transfer and deliver during the life of my daughter, DOROTHEA K. ELSTON, so much or all of the net income of the Residuary Trust in such proportions as my Trustees, THE COLONIAL BANK AND TRUST COMPANY and GUERIN B. CARMODY, shall, in their sole discretion, or in the event that said GUERIN B. CARMODY is not acting as a Trustee, as THE COLONIAL BANK AND TRUST COMPANY shall, in its sole discretion, deem equitable and advisable, to or for the benefit of my said daughter and her lawful issue. Any net income not so distributed in any year shall be accumulated and added to the principal of the Residuary Trust. My said daughter shall not have the right as Co-Trustee to exercise any decisions in regard to the disposition of said net income or the proportions or the recipients thereof. If at any time or from time to time THE COLONIAL BANK AND TRUST COMPANY and GUERIN B. CARMODY as Co-Trustees cannot agree on the disposition of said net income or the proportions or the recipients thereof, then the decision of GUERIN B. CARMODY as Co-Trustee shall be final and conclusive thereon and THE COLONIAL BANK AND TRUST COMPANY shall incur no liability as the result of such decision of GUERIN B. CARMODY. In granting my Trustees discretion with respect to income payments as aforesaid, my Trustees shall consider the needs of my said daughter and her lawful issue and their income from other sources, and my Trustees shall be under no duty to maintain

equality in any payments or in total payments to my said daughter and her lawful issue.

(b) Upon the death of my said daughter or upon my death, in the event she shall predecease me, I direct that the principal of the Residuary Trust be divided into equal shares in such number that there shall be one share for each grandchild of mine living at the time of such division and one share in representation of each grandchild of mine who may have died leaving issue living at the time of such division, such shares to be held and disposed of as follows:

(1) Any such share established as aforesaid in representation of any deceased grandchild of mine who may have died leaving issue living at the time of such division, shall, subject to the provisions of Paragraph (c) of this ARTICLE VI, be paid, transferred and delivered, absolutely and free of trust, to such issue, share and share alike per stirpes.

(2) Any such share established as aforesaid for a grandchild of mine living at the time of such division shall be held by my Trustees as a separate and distinct trust and I direct my Trustees to pay, transfer and deliver to or for the benefit of such grandchild so much or all of the net income from his or her share as my Trustees in their unlimited discretion deem equitable and advisable after considering the needs and income from other sources of such grandchild. Any net income not so distributed in any year shall be accumulated and added to the principal of the share from which it was derived. Upon the death of each such grandchild, survived by lawful issue, I direct my Trustees to pay,

transfer and deliver, absolutely and free of trust, all of the principal of said deceased grandchild's share as then constituted including all accumulations of income thereon, to said lawful issue, share and share alike, per stirpes, and in default of such issue in equal parts to such of my said grandchildren as are then living and the then living lawful issue of any predeceased grandchildren of mine, said issue to take the portion of said share their parents would have taken if living; the portion of any such share allocated to any of my then living grandchildren shall be added to the share then held in trust for him or her and the portion allocated to any such then living issue of a predeceased grandchild of mine shall be paid, transferred and delivered to such issue, absolutely and free of trust.

(c) Whenever pursuant to the provisions of this ARTICLE VI some or any part of the principal of the Residuary Trust shall become payable or distributable to any person under the age of twenty-one (21) years, title thereof shall vest in such person but the payment thereof shall be deferred until such person attains the age of twenty-one (21) years, or dies, and in the meantime, such distributive part shall be held by my Trustees who may exercise with respect thereto all of the powers conferred upon them by this Will, and my Trustees may in their unlimited discretion pay, transfer and deliver so much or all of the income and principal thereof as they deem equitable and advisable, considering the needs and other sources of income of said person. Upon such person attaining the age of twenty-one (21) years or dying, my

Trustees shall pay, transfer and deliver to such former person or the legal representative thereof, all of the principal of such distributive part then remaining including all accumulations of income thereon. Notwithstanding the foregoing provisions, my Trustees may at any time and from time to time, in their unlimited discretion, deliver so much or all of the principal of such distributive part which shall then be remaining, including all accumulations of income thereon, to the guardian or guardians of such person legally appointed in any jurisdiction.

(d) Any provision of this ARTICLE VI to the contrary notwithstanding, I direct that the trusts established under said ARTICLE VI shall terminate twenty-one (21) years after the death of the last survivor of my said daughter, DOROTHEA K. ELSTON, and my grandchildren living at the time of my death and I direct my Trustees to distribute all of the principal of such trust or trusts as then constituted including all accumulations of income thereon, to the then current income beneficiary or beneficiaries thereof.

(e) If any of the principal or net income of the Residuary Trust shall remain undisposed of after compliance with all of the foregoing provisions of this ARTICLE VI, I direct my then Trustees to pay, transfer and deliver said undistributed portion to THE WATERBURY HOSPITAL, to be to it absolutely.

#### ARTICLE VII - TAXES

I hereby direct that all legacy, succession, inheritance,

transfer and estate taxes, levied or assessed upon or with respect to any property (including, without limiting the foregoing, insurance, jointly owned property, bonds and any and all other kinds of personal and real property), which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my Residuary Trust in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients nor charged against any property passing or which may have passed to any of them, and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person, provided, however, the foregoing provisions shall not apply to the extent that contrary provisions concerning the payment or the apportionment of any such taxes have been or shall be made in any instrument executed by me relating to any insurance, trusts, gifts, or other transfers, jointly owned property or accounts or property subject to powers of appointment.

ARTICLE VIII - POWERS OF EXECUTORS AND TRUSTEES

Without distinguishing between the powers of my Executors and my Trustees, and by way of illustration and not of limitation, and in addition to any inherent or implied or statutory powers they may have now or hereafter in either capacity, I grant the following powers to my Executors and Trustees and their successors, viz:

Section 1. RETAIN ORIGINAL INVESTMENTS. To retain any

of the original property constituting my estate at my death, including any stock that I may own in Peter Paul, Inc., a Delaware corporation having its principal office and place of business at Naugatuck, Connecticut or its successor, regardless of the character of such property or whether it is such as then would be authorized by law for investment by Trustees or whether it leaves a disproportionately large part of my estate invested in one type of property, for such time as to my Executors and Trustees shall seem best, and to dispose of such property by sale, exchange or otherwise as and when they shall deem advisable, subject to the provisions set forth in ARTICLE IX, Section 4.

Section 2. MAKE NEW INVESTMENTS. To invest and re-invest in stocks (common or preferred), in bonds, notes or mortgages on property in or outside the State of Connecticut; in insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary; in real property, whether productive or not at the time of investment; and generally in such property and in such proportions of such property as they shall deem advisable even though such investments are not of the character or proportions approved by the applicable law for the investment of trust funds.

Section 3. SELL PROPERTY GENERALLY. To sell property, real or personal, for cash or on time, without an order of court, at such times and upon such terms and conditions as my Executors or Trustees shall deem best; and the purchaser shall not be under any duty to follow the proceeds of such sale.

Section 4. BORROW GENERALLY. To borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals, and security as to them shall seem advisable including the power to borrow from the corporate Executor or corporate Trustee in its capacity of a State banking institution, for any estate or trust purpose, and to mortgage or pledge such portion of my estate or any trust fund as may be required to secure such loan or loans; and as maker or endorser to renew existing loans.

Section 5. EXERCISE RIGHTS, OPTIONS AND PRIVILEGES. To exercise all options, rights and privileges to convert stocks, bonds, notes, mortgages, or other property into other stocks, bonds, notes, mortgages or other property; to subscribe for additional or other stocks, bonds, notes, mortgages or other property; to make such conversions and subscriptions and to make payments thereof; and to hold such stocks, bonds, notes, mortgages or other property so acquired as investments of the estate or trust.

Section 6. PARTICIPATE IN REORGANIZATIONS. To unite with other owners of property similar to any which may be held at any time in my estate or trusts in carrying out any plan for the consolidation or merger, dissolution or liquidation, foreclosure, lease or sale of the property, incorporation or reincorporation, reorganization or readjustment of the capital or financial structure of any corporation, company, or association the securities of which may form a portion of the estate or trusts; to become and serve as a member of any stockholders' or bondholders' protective committee; to present propositions, to oppose propositions presented, to approve or disapprove what is discussed

and to protest against any matter or thing which might be considered contrary to the best interest of my estate or trusts; to deposit securities in accordance with any plan agreed upon; to pay any assessments, expenses and sums of money that may be required for the protection or furtherance of the interest of the distributees of my estate or beneficiaries of my trusts with reference to any such plan; and to receive and retain as investments of my estate or trusts any new securities issued as a result of the execution of such plan, whether or not they would be authorized investments but for this provision of my Will.

Section 7. INSURE PROPERTY. To carry such insurance against such hazards, including public liability, and in such amounts in either stock companies or mutual companies as to my Executors or Trustees shall seem advisable.

Section 8. COLLECT AND RECEIVE INCOME. To collect, receive and receipt for rents, issues, profits and income of my estate or trusts.

Section 9. COMPROMISE, ADJUST OR ABANDON CLAIMS. To compromise, adjust, arbitrate, sue on or defend or otherwise deal with and settle claims in favor of or against my estate or trusts as my Executors or Trustees shall deem best, and their decision shall be conclusive.

Section 10. DISTRIBUTE IN CASH OR IN KIND. To make distributions in cash or in kind or partly in each at valuations to be determined by my Executors or Trustees, whose decision as to value shall be conclusive.



Section 11. ALLOCATE OR APPORTION RECEIPTS AND EXPENSES

To determine what is principal and what is income of my estate or any trust and, in their uncontrolled discretion; to allocate or apportion receipts and expenses as between principal and income, provided that such power shall be exercisable only by GUERIN B. CARMODY and/or THE COLONIAL BANK AND TRUST COMPANY and my said daughter, DOROTHEA K. ELSTON, shall have no right either as Co-Executor or as Co-Trustee to make any decision as to the determination of what is principal and what is income and as to the allocation or apportionment of receipts and expenses as between principal and income. By way of illustration, not limitation, of their discretion, my Executors and Trustees are authorized to charge the premiums on securities purchased at a premium either against principal or against income or partly against each and in such proportions as they shall deem advisable; to apply stock dividends and other non-cash dividends to income or principal or apportion them between income and principal as they shall deem advisable; to determine what expenses, costs, taxes (other than estate, inheritance and succession taxes and other governmental charges of that nature) shall be charged against principal or income or apportioned between them and in what proportions; to change its plan of allocation or apportionment of receipts and expenses at any time and from time to time as they shall deem advisable; and their allocation or apportionment shall be conclusive.

ARTICLE IX - APPOINTMENT AND SUCCESSION.

Section 1. I appoint my daughter, DOROTHEA K. ELSTON, and GUERIN B. CARMODY of Heritage Village, Southbury, Connecticut, as Executors of this my Will and direct that no bond be required of them as such Executors. In the event that GUERIN B. CARMODY shall refuse to act, shall die or resign, then I appoint THE COLONIAL BANK AND TRUST COMPANY of Waterbury, Connecticut as Co-Executor with my said daughter. In the event my said daughter, DOROTHEA K. ELSTON, shall refuse to act, shall die or resign, then I appoint GUERIN B. CARMODY as sole Executor hereunder without bond. Upon the refusal to act, death or resignation of both my said daughter, DOROTHEA K. ELSTON and GUERIN B. CARMODY, then I appoint THE COLONIAL BANK AND TRUST COMPANY of Waterbury, Connecticut as Executor hereunder.

Section 2. I appoint my said daughter, DOROTHEA K. ELSTON, GUERIN B. CARMODY and THE COLONIAL BANK AND TRUST COMPANY of Waterbury, Connecticut and the survivor or survivors of them as Co-Trustees of the separate trusts created under this my Will, without bond.

Section 3. If THE COLONIAL BANK AND TRUST COMPANY of Waterbury, Connecticut, either before or during the settlement of my estate or the administration of my trusts (by sale, merger, conversion, consolidation or reorganization) shall be changed into another corporation authorized to engage in the trust business including a national bank or national banking association, the corporation resulting from such change, although thereafter

bearing a different name, shall succeed to the executorship or trusteeship and shall be clothed with all the powers provided herein for the original Executors and Trustees. This is supplementary to and not in limitation of any law on the subject that now exists or that hereafter may be enacted. Throughout this Will the terms "Executors" or "Trustees" shall include both the original and any successor Executor or Trustee, unless otherwise expressed or implied.

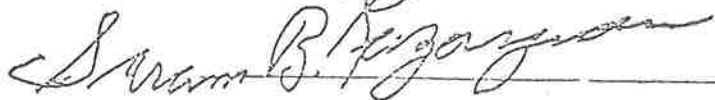
Section 4. Except as otherwise specifically provided in this Will to the contrary, the Trustees shall act and all questions shall be decided by a majority of their number. Provided, however, if at any time when the number of Trustees acting hereunder including the corporate Trustee, shall be reduced to less than three (3) and my daughter shall be one of the remaining two (2) Co-Trustees, there shall be any disagreement relating to the investment or reinvestment of trust funds or the general administration of the various trusts, the decision of my daughter as Co-Trustee shall prevail and the corporate Trustee shall not be liable for any act or default of my daughter as Co-Trustee with reference to such investments or administration of the various trusts; and further provided, however, that after my decease and during the lifetime of my daughter, including the period required for my Executors to fully administer my estate and thereafter while she acts as a Co-Trustee, she shall possess as Co-Executrix or as Co-Trustee, the sole and exclusive right to make any and all decisions concerning the retention or sale of any and all shares

of Peter Paul, Inc. My other Executor or my other Co-Trustees, as the case may be, shall not be held liable by reason of any decision or decisions made by my said daughter in these matters. I further grant to my said daughter as Co-Executrix during the settlement of my estate and to her as a Co-Trustee of the various trusts established hereunder the sole and exclusive right to vote any and all shares of Peter Paul, Inc. in accordance with her own judgment and my other fiduciaries shall not be held liable by reason of her exercise of this right.

ARTICLE X

If at any time prior to my death or thereafter there shall be a reorganization or change in the corporate structure of Peter Paul, Inc. or an exchange of stock of such company for stock in another company, the stock of said Peter Paul, Inc. as so reorganized or changed or the stock of such other company shall stand in the place of the stock in said Peter Paul, Inc. that constitutes a part of my estate or the various trusts established herein. My daughter shall possess all of the rights, powers and privileges in relation to such stock as has been granted to her in connection with the stock of Peter Paul, Inc. set forth in ARTICLE IX supra.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of October, 1974.

 (SEAL)

Signed, sealed, published and declared as and for her

last Will and Testament by the Testatrix, SARANN B. KAZANJIAN, in our presence, who in her presence, in the presence of one another, and at her request, have hereunto subscribed our names as witnesses, this 17th day of October, 1974.

Sally A. Hebert  
Rita June Race

STATE OF CONNECTICUT )  
 ) ss: Waterbury  
COUNTY OF NEW HAVEN )

We, the undersigned, being duly sworn, depose and say that on the 17th day of October, 1974, the above named Testatrix, SARANN B. KAZANJIAN, signed the foregoing Will in our presence as witnesses; that we thereupon subscribed our names thereto as witnesses, in her presence, at her request, and in the presence of one another; that at the time of the execution of said Will, said SARANN B. KAZANJIAN appeared to be of full age and of sound and disposing mind and memory; and that this affidavit is made at her request.

Sally A. Hebert  
Rita June Race

STATE OF CONNECTICUT )  
 ) ss: Waterbury October 17, 1974  
COUNTY OF NEW HAVEN )

Personally appeared SALLY A. HEBERT  
and RITA JUNE RACE, who subscribed the foregoing affidavit and made solemn oath to the truth of the same, before me.

Guerin B. Carmody  
Guerin B. Carmody  
Commissioner of the Superior Court



17 2 12  
13002728

THE WATERBURY HOSPITAL

SARANN B. KAZANJIAN STUDENT SCHOLARSHIP FUND

Established by Sarann B. Kazanjian

Condition of Gift.

\$10,000.00 given to Hospital, income to be used to defray expenses of a student nurse or nurses during her or their period of nursing training - see letter dated August 12, 1955 from Waterbury Hospital.

WALTER F. TORRANCE  
EDWARD T. CARMODY  
TERENCE C. CARMODY  
GUERIN B. CARMODY  
WALTER F. TORRANCE, JR.  
HENRY C. CAMPBELL  
DAVID N. TORRANCE  
ALBERT B. MANNIX

CARMODY & TORRANCE  
ATTORNEYS AT LAW  
LILLEY BUILDING  
WATERBURY 20, CONNECTICUT

TELEPHONE PLAZA 3-0107

RECEIVED  
AUG 12 1955

August 11, 1955

Administrator's Office

The Waterbury Hospital  
Waterbury, Connecticut

Attention: Mr. C. V. Wynne  
Superintendent

Gentlemen:

I am enclosing herewith check in the sum of \$10,000.00 payable to the Waterbury Hospital and representing a gift from Mrs. Sarann B. Kazanjian of Sherman Heights, Woodbury, Connecticut. Mrs. Kazanjian requests that said sum be held as a separate fund to be known as the "Sarann B. Kazanjian Student Nurse Scholarship Fund" and the annual income therefrom be used to defray the expenses of a student nurse or nurses during her or their period of nursing training. She further requests that preference be given to those student nurses residing in Waterbury and the surrounding towns of Naugatuck, Woodbury, Middlebury and Watertown rather than student nurses from other localities.

Mrs. Kazanjian also requests that consideration be given to Miss Rita Fidalgo should she make application for scholarship assistance.

I believe that it would be proper to include this fund as a separate part of the Waterbury Hospital School of Nursing Student Loan Scholarship Fund and be administered in accordance with the second and third purpose clauses of said fund.

Very truly yours,



GEC/jg  
enclosure

*Walter F. Torrance  
Edward T. Carmody  
Terence C. Carmody  
Guerin B. Carmody  
Walter F. Torrance, Jr.  
Henry C. Campbell  
David N. Torrance  
Albert B. Mannix*





THE WATERBURY HOSPITAL  
Endowment or Permanent Room or Bed Fund

Name of Fund Scovill-Kingsbury Bed Fund

Established by Miss Alice Kingsbury

Condition of Gift.

Extract from Report of Executive Committee 1915.

"We acknowledge with sincere appreciation the receipt of five thousand dollars from Miss Alice Kingsbury for endowing a free cot for the benefit of the poor of St. John's Parish Waterbury. This is to be known as the Scovill-Kingsbury Bed, in memory of William Henry Scovill and Eunice Ruth Davies Scovill, their daughter, Althea Ruth Scovill Kingsbury and Frederick John Kingsbury, endowed by their daughter and granddaughter, Alice Eliza Kingsbury."

Treasurer's Report 1916 shows receipt of this fund.



SOURCE	NAME OF FUND	ESTABLISHED BY	MEMORY OF	AMOUNT	DESIGNATES BENEFICIARY	PURPOSE, SPECIAL RESTRICTIONS, COMMENTS	CLASS
①	Graduate Nurses Education Fund	Nursing School Alumnae Association		Varies	Alumnae Assoc	Special Fund - To provide loans to graduate nurses for further education - not a Hospital Fund.	
Endowment Book Will Folder	Walter W. Holmes Fund	Gift: 12/26/23	Margaret Torrance Holmes	\$ 145,000.00 \$45,000 to be used as noted the remainder apparently unrestricted.	H	Special Fund - Originally to be used to finance a recreation hall. After 11/39 Hospital free to use principal and income for general purpose. If hospital ever builds recreation hall, Mr. Holmes or his executor may, if stocks are still unsold, require hospital to sell stocks and apply proceeds of sale plus income, or an equivalent amount, to the cost of constructing the recreation hall.	P/UR - H I/UR - H SP
Endowment Book	"The Hopkins Memorial" (Abbie C. Hopkins Trust)	Estate: Abbie C. Hopkins Died: 12/28/39		1,051,000.00 Assets 6/30/74	Per Will	Special Fund - Set up to endow a hospital in Naugatuck. Income accrued for 20 yrs. (until 1959). If Naugatuck Hospital Corp did not build hospital, income goes to Waterbury Hospital to benefit poor of Naugatuck, within unexpended money going to general fund. If Naugatuck Hospital Corp. ever builds, Hospital Fund reverts to Naugatuck Hospital. However, Naug. Hosp. Corp. dissolved in 1951.	P/R - B I/R - B SP Colonial
Will Folder	Anne Kaye Memorial Fund	Subscription	Anne Kaye	210.00 Rec'd by 8/29/72	H	Special Fund - To support or partially support a fellowship in medical oncology.	P/R - H I/R - H SP
②	Lewis J. Mayo Memorial Fund	Gift: Lewis J. Mayo and subscription		2,815.92	H	Special Fund - Scholarships for nursing students. In savings account and seldom used.	P/R - H I/R - H



**PLEASE RETURN**  
TO  
**The Colonial Trust Co.**  
TRUST DEPT.  
WATERBURY 20, CONN.

I, MARY L. MEIGS, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

ARTICLE ONE

I direct that my funeral expenses and all my just debts, except such as at my decease shall be secured by mortgage, shall be borne and paid by my Executor out of my general estate. I further direct that all estate, succession or inheritance taxes, whether State or Federal, that may be imposed by reason of my death upon my estate or upon any beneficiary of mine, shall be borne and paid from my general estate and that the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE TWO

I give and bequeath to my cousins, HOBART MONTAGUE and GENIVIEVE MONTAGUE, and to their daughter, NANCY MONTAGUE HOTCHKISS, or to such of them as shall survive me, all of my household furniture, furnishings and supplies, books, pictures, jewelry, wearing apparel, and all other articles of personal and domestic use, to be theirs absolutely.

ARTICLE THREE

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Two Thousand Dollars (\$2,000.00), in trust, nevertheless, for the following purposes, to wit:

I direct that so much of the income from said trust fund as may be found necessary shall be expended for the proper care and upkeep of the lots of my father, CHARLES A. MEIGS, my grandfather, SAMUEL MEIGS, and my great-grandfather, DAVID TOMLINSON, located in the north cemetery, known as "Brookside Cemetery", at Quaker Farms, so-called, in the Town of Oxford, County of New Haven, State of Connecticut. I particularly desire that the monuments and markers be kept erect, free from discoloration and clean, the graves properly leveled, and the lawn in good condition, and that the Trustee exercise personal supervision thereof.

Should there be any income remaining after providing for the proper care of said lots as aforesaid, then I request that such remaining income be applied towards the repairs and proper maintenance of the Church building of CHRIST CHURCH PARISH, in said Town of Oxford. Should said Christ Church Parish abandon the maintenance of a church building in said Town of Oxford, then it is my desire that said remainder of the income be paid to THE WATERBURY HOSPITAL, to be added to and used as a part of the income of the "Meigs Fund" hereinafter provided for in Article Twelve of this Will.

ARTICLE FOUR

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Thousand Dollars (\$1,000.00) in trust, nevertheless, the income only thereof to be used, first, for the care and maintenance of the EBENEZER RIGGS lot, located in the cemetery known as the Episcopal and Congregational Cemetery situated in the center of the Town of Oxford, and, if there be income remaining, for the care and maintenance of the lots of my great grandfather, COLONEL JOHN DAVIS, and of such of his descendants as may be found necessary.

ARTICLE FIVE

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, in memory of the Meigs and Tomlinson families, the sum of Five Thousand Dollars (\$5,000.00), in trust, nevertheless, for the following purposes, to wit:

I direct that the income from said trust fund shall be applied to the maintenance and support of the services conducted in the Town of Oxford by the Christ Church Parish, located in Quaker Farms, so-called, in said Town, so long as said Parish shall continue to maintain a church building in said Town and to conduct services therein.

Should said Christ Church Parish abandon the maintenance of a church building in said Town of Oxford and the conduct of services therein, I direct that this trust shall cease and determine, and the then principal of this fund I give and bequeath to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this will.

#### ARTICLE SIX

I give and bequeath to ST. JOHN'S PROTESTANT EPISCOPAL CHURCH, of Waterbury, Connecticut, to be its absolutely, the sum of One Thousand Dollars (\$1,000.00).

#### ARTICLE SEVEN

I give and bequeath to ALL SOULS EPISCOPAL CHURCH, of Waterbury, Connecticut, to be its absolutely, the sum of One Thousand Dollars (\$1,000.00).

#### ARTICLE EIGHT

In memory of MISS ADALINE HAWLEY, I give and bequeath to ST. MARGARET'S SCHOOL FOR GIRLS, located on Chase Parkway, Waterbury, Connecticut, to be a part of its Memorial Building Fund, the sum of One Thousand Dollars (\$1,000.00).

#### ARTICLE NINE

I give and bequeath to the following named persons the sums hereinafter set forth, to be to each of them absolutely:

(a) To HOMER RIGGS, son of my cousin, Clarence Riggs, the sum of Five Thousand Dollars (\$5,000.00). Should he predecease me, I give and bequeath said sum in equal shares to his children.

(b) To CLARENCE RIGGS, son of my cousin, Clarence Riggs, the sum of Five Thousand Dollars (\$5,000.00). Should he predecease me, I give and bequeath said sum in equal shares to his children.

(c) To my cousins, HOBART MONTAGUE and GENIVIEVE MONTAGUE, or to the survivor if either predecease me, the sum of Twenty Thousand Dollars (\$20,000.00).

(d) To MARGARET M. GRANNISS, the sum of Three Thousand Dollars (\$3,000.00).

(e) To MRS. LOUISE VAILL, the sum of Two Thousand Dollars (\$2,000.00).

(f) To MRS. GERTRUDE SMITH CLARK, the sum of One Thousand Dollars (\$1,000.00).

(g) To MRS. FLORENCE SMITH MERRIAM, the sum of One Thousand Dollars (\$1,000.00).

#### ARTICLE TEN

If my cousin, MRS. FRANCES CHURCH STRAPP, shall survive me, then I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Ten Thousand Dollars (\$10,000.00), in trust, nevertheless, for the following purposes:

Said Trustee shall so long as my cousin, MRS. FRANCES CHURCH STRAPP, shall live, pay over to my said cousin, or apply for her benefit, the net income of said trust fund and so much of the principal as shall, in light of her total income and in the judgment of my Trustee, be necessary to assure her comfortable support and maintenance. Upon her death the remaining principal of said trust fund shall be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this will.

#### ARTICLE ELEVEN

I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of Fifty Thousand Dollars (\$50,000.00), in trust, nevertheless, for the following purposes, to wit:

From the income thereof the Trustee shall pay the sum of One Hundred Dollars (\$100.00) to each, quarterly at the end of each quarter, the first quarter to commence with the date of my death, to my cousins, MRS. FRANCES CHURCH STRAPP and NANCY MONTAGUE HOTCHKISS and to MISS MARGARET M. GRANNISS and MISS NORA PICKETT, so long as Mrs. Frances Church Strapp, Miss Margaret M. Granniss and Miss Nora Pickett, or any one of them shall live. Such annuities shall not be subject to apportionment in the event of death between quarters. Any income not so expended in any year shall be added to the principal, provided, that should the income be insufficient in any year, then the Trustee may use prior income which has been added to principal in order to make up the deficiency. Should there still remain a deficiency, such deficiency shall be pro rated among said beneficiaries.

Upon the death of the last survivor of the above named three beneficiaries this trust shall cease and determine and the principal thereof I give and bequeath as follows:

A. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00), to my cousin, NANCY MONTAGUE HOTCHKISS, if then living, to be hers absolutely. Should my said cousin be not then living, I give and bequeath said sum to her then living issue, if any there be, per stirpes, to be theirs absolutely, but if there be no then living issue of hers, I give and bequeath said sum to THE WATERBURY HOSPITAL, to be added to and become a part of the "Meigs Fund" provided for in Article Twelve of this will.

#### ARTICLE TWELVE

All of the rest, residue and remainder of my property, both real and personal and wheresoever situated, including lapsed or void bequests, I give, devise and bequeath to THE WATERBURY HOSPITAL, a corporation of said Waterbury, the principal thereof to be held as a perpetual trust to be known as the "Meigs Fund", and the income only thereof to be used for the care at said Hospital of persons in reduced circumstances in such manner as the Board of Directors of said Hospital may determine.

#### ARTICLE THIRTEEN

I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will. I further direct that no bonds be required of it in its capacity as Executor or as Trustee of the trusts hereinbefore created. I further give to my said Executor and Trustee in its respective capacities power to sell and convey any and all real estate, without an order of court, and upon such terms, including the taking of a purchase money mortgage, as it may see fit, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower my said Executor and Trustee to sell, exchange, transfer, or otherwise dispose of any and all properties, real or personal, from time to time acquired by it in either capacity, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise, including stocks, bonds and other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter enacted,



expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds held by it from any investment or reinvestment made or retained by it in good faith. I further direct that said Executor and Trustee need not create a sinking fund from income or otherwise make good to principal any loss on securities purchased when from the falling due of said securities or otherwise the original cost thereof is lost in whole or in part, nor credit income or otherwise make adjustments between income and principal by reason of the fact that securities may be purchased or acquired at a discount, nor shall the income be charged in any form with losses arising from depreciation in the principal of the trust. I further authorize my said Executor and Trustee in its discretion to make payment of any legacies provided for in this will and also partial and final distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, and its judgment therein shall be binding and conclusive on all parties. I further direct that all expenses incurred, including Trustee's commission, shall be charged to principal or income as my said Executor and Trustee shall, in its sole discretion, deem fit and proper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 17th day of July, A. D. 1952.

MARY L. MEIGS (L.S.)

Signed and sealed by the within named Testatrix, MARY L. MEIGS, and by her declared to be her Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 17th day of July, A. D. 1952.

<u>Elizabeth A. Macdonald</u>	}	Witnesses.
<u>Beatrice N. Bowser</u>		
<u>William W. Gager</u>		

STATE OF CONNECTICUT )  
 COUNTY OF NEW HAVEN )      SS. Waterbury      July 17th, A. D. 1952

Then and there personally appeared the undersigned, who being duly sworn, depose and say that they witnessed the execution of the within will of the within named Testatrix, MARY L. MEIGS; that the said MARY L. MEIGS subscribed said will and declared the same to be her Last Will and Testament in their presence and in the presence of William W. Gager; that they and the said William W. Gager thereafter subscribed the same as witnesses in the presence of said Testatrix and in the presence of each other and at the request of said Testatrix; that the said Testatrix at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testatrix.

Elizabeth A. Macdonald      of      Watertown  
Beatrice N. Bowser      of      96 Euclid Ave Waterbury

Subscribed and sworn to before me,  
 the day and year above written,

William W. Gager.  
 Notary Public.

We hereby certify that the within and foregoing is a true and correct copy of the original instrument on file in the Probate Court for the District of Waterbury, Connecticut.

The Colonial Trust Company  
 By: Edward G. Hays  
 Authorized Signature

Mary L. Meigs died June 5, 1954.  
 Will was admitted to probate in the Probate Court for the District of Waterbury, Conn., and The Colonial Trust Company of said Waterbury was confirmed as Executor on **JUN 21 1954**



At a meeting of the Hospital Executive Committee held on September 18, 1964, the sum of One Thousand Dollars (\$1,000.00) was gratefully acknowledged as being received as contributions in memory of Merrit Heminway Merriman, M.D., a member of the Waterbury Hospital Medical Staff who died on May 28, 1964.

The sum of One Thousand Dollars (\$1,000.00) is to be established as a fund, the income of which is to be used to defray the expenses of personnel in The Waterbury Hospital Clinical and Pathological Laboratories in attending scientific meetings.

The disbursements of income from the fund will be handled by a committee composed of the following:

Director of the Laboratories  
Chief of Staff  
Director, Division of Medicine  
Administrator of the Hospital  
Henry Merriman, M.D.



I, Edith F. Poole, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.
2. I give and bequeath to the Riverside Cemetery Association, of Waterbury, Connecticut, the sum of Five Hundred Dollars (\$500.00), to be held as a perpetual fund, and the income only thereof to be used for the care and maintenance of my family lot and the monument and markers thereon, in said cemetery.
3. I give and bequeath to my cousin, George B. C. Rugg, of Arlington, Massachusetts, the sum of Two Thousand Dollars (\$2,000.00), to be his absolutely. If my said cousin should predecease me, I direct that this legacy of Two Thousand Dollars be divided equally among his children then living and the issue of any who may then be dead, said issue to take among them the share their parent would have received if living.
4. I give and bequeath to my aunt, Elizabeth W. Heath, if she survives me, the sum of Five thousand Dollars (\$5,000.00). If she should predecease me said sum is to become part of the rest and residue of my estate.
5. I give and bequeath to my aunt, Annie E. Poole, if she survives me, the sum of One Thousand Dollars (\$1,000.00). If she should predecease me, I give said sum to my cousins, Ella A. Titus and Annie L. Titus, to be equally divided between them. If either one of my said cousins should also predecease me, I give said sum to the survivor of them. If, however, both of

said cousins should predecease me, the said legacies shall become part of the residue of my estate.

6. I give and bequeath to my cousins, Ella A. Titus and Annie L. Titus, the sum of Two Thousand Dollars (\$2,000.00) each. If either one should predecease me, I give and bequeath her legacy to the survivor of them. If, however, both of said cousins should predecease me, the said legacies shall become part of the residue of my estate.

7. All the rest and residue of my estate I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, in trust, however, to hold, possess, sell, exchange, invest and reinvest and to distribute the net income thereof as follows:

A. Said trust shall pay over one-half of said net income, quarterly, to my aunt, Elizabeth W. Heath, of Waterbury, Connecticut, for and during her life. If she should predecease me, or if she should survive me then upon her death, I direct that said share of the net income shall be paid over to my cousins, Ella A. Titus and Annie L. Titus, to be equally divided between them, for and during their lives, or paid over to the survivor of them during her life.

B. The remaining one-half of the net income of said trust fund shall be divided equally between my cousins, Ella A. Titus and Annie L. Titus, both of Somerville, Massachusetts, for and during their lives. If either one should predecease me, or should survive me then upon the death of either one, I direct that said share be paid to the survivor for and during her life. Upon the death of both of said cousins I direct that said share of said income shall be paid to my aunt, Elizabeth W. Heath, if

living, for and during her life.

8. Upon the death of the last survivor of said beneficiaries, said trustee shall pay over, from the principal of said trust fund, the sum of Ten Thousand Dollars (\$10,000.00), to the Waterbury Hospital, of Waterbury, Connecticut, to be known as the "Francis A. and Florence A. Poole Fund", in memory of my Father and Mother, and to be held as a permanent fund and invested and reinvested, and the net income thereof applied towards the establishment and maintenance of a free room in said hospital for the use of such person or persons as the minister in charge for the time being, of the Second Congregational Church, of Waterbury, Connecticut, may designate.

9. The remainder of the principal of said trust fund shall continue to be held in trust by the said The Colonial Trust Company, with like power, and the net income thereof shall be divided equally, semi-annually, between the Second Congregational Church, of Waterbury, Connecticut, and The Waterbury Hospital, of Waterbury, Connecticut, the same to be used for the general purposes of said organizations.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether state or federal, and that all such taxes shall be borne and paid by my Executor out of my general estate.

11. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal, this 11<sup>th</sup> day of April, 1928.

Edith F. Poole (SEAL)

Signed and sealed by the within named testatrix, Edith F. Poole, and by her declared to be her last will and testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 11<sup>th</sup> day of April, 1928

Gertrude L. Snagg  
Marian D. James  
Esther A. Anderson } Witnesses

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } SS. Waterbury

Be it remembered that on this 11<sup>th</sup> day of April, 1928, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named testatrix, Edith F. Poole, and subscribed the same in her presence and at her request, and in the presence of each other; that the said Edith F. Poole, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory; that she signed said will and declared the same to be her last will and testament in their presence, and that they make and sign this affidavit at the



request of said testatrix.

Gertrude L. Snagg of Waterbury, Conn.  
Lucian Phoenix of Manchester, Conn.  
Emmett A. Anderson of \_\_\_\_\_

Subscribed and sworn to before me,  
this 11<sup>th</sup> day of April, 1928.

Robert Walker  
Notary Public.





I, Dwight H. Terry, of the Town of Plymouth, County of  
Mitchfield, and State of Connecticut, being of sound and disposing  
mind and memory, do make, publish and declare the following to  
be my last will and testament, hereby expressly revoking any and  
all wills and any and all codicils thereto, by me heretofore made.

1. I order and direct that all my just debts, my funeral  
expenses and the expenses of settling my estate, be first paid  
and satisfied out of my personal estate.

2. I give and bequeath to my beloved wife, Martha J. Terry,  
the brass clock with the long case; also the parchment letters-  
patent on clocks issued to my grandfather, Eli Terry, and the  
lacquer-ware lead lined box containing said letters-patent;  
also the old family Bible used by my father, and containing  
the family record; also the old account book of my grandfather,  
Eli Terry, and the oil paintings of my father and mother, and  
all the rest, residue and remainder of my clocks, wearing  
apparel, and household furniture, useful and ornamental,  
and all articles of every kind, nature and  
description in my residence in Plymouth or elsewhere, to be to  
her and her heirs and assigns forever.

3. In the event that my said wife shall decease before me,  
I give and bequeath all the articles hereinbefore specified in  
paragraph 2 of my will, to The Colonial Trust Company, of  
Waterbury, Connecticut, absolutely, and I request said Company  
to distribute said articles mentioned, to the surviving legatees  
named herein and so far as practicable to such persons mentioned  
in a memorandum of even date herewith filed with said Trust  
Company, surviving at the time of the acceptance of the final  
administration account of my estate, and I direct that said

Trust Company may pay any expenses incident to the delivery of said articles, and charge the same as an expense against my estate.

4. All the rest, residue and remainder of my estate, both real and personal, of whatever name and nature and wherever situated, I give, devise and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, and its successors, in trust, nevertheless, for the uses and purposes following; that is to say, to hold, possess and manage, invest and reinvest the same, with full power and authority to sell, lease or mortgage the same at pleasure and to execute any deeds or conveyances as may be necessary for that purpose, and generally to execute said trust in accordance with the laws of this State regarding investment of trust funds.

5. I direct my said Trustee to add the net income of said fund to the principal of said fund, and that said fund and all accumulations thereto shall be held by said Trust Company and be disposed of in accordance with the provisions of this will for the distribution of the rest and residue of my estate; provided, however, that if at any time my said wife shall show to the satisfaction of said Trust Company that all her own property has been expended or lost, and that her income from other sources has become insufficient for her comfortable maintenance and support, then, in that event, the said Trust Company is authorized and empowered from time to time, upon her written request, to pay over to her such portions of said income as she may require for her comfortable maintenance and support, and if said income shall be insufficient for her comfortable maintenance and support, then, in that event, said Trust Company is authorized and empowered in like manner to pay over such a portion of the

principal of said trust fund, as may be necessary for her support, and her request and receipt for the same shall be a full discharge to said Trust Company.

6. I also direct my Trustee, upon the death of my said wife, to pay the sum of One Thousand Dollars (\$1,000.00) to the Boys' Club of Bridgeport, Connecticut, but upon the express condition that it shall use only the income therefrom for the purposes of said Boys' Club, or by whatsoever name it may be legally known, the same to be to it and its successors forever.

7. I also direct my said Trustee, upon the death of my said wife, to pay the sum of Two Thousand Dollars (\$2,000.00) to the Young Men's Christian Association of Bridgeport, Connecticut, upon the express condition that it shall use only the income therefrom for the purposes of said Young Men's Christian Association, the same to be to it and its successors forever.

8. Upon the decease of my said wife, I direct my said Trustee to hold and possess the net income arising from said trust fund for a period of one year, and at the end of that time partition the whole or said net income among the following persons, or the survivors of them at that time, share and share alike, to wit: Laura Arnold, Eeryl Arnold, Phyllis Arnold, Catherine Arnold and Seth Arnold, the children of my niece, Gertrude Terry Arnold, all of Arlington, Massachusetts, and to Samuel Fairbank, now or formerly of Minneapolis, Minnesota, Allan Fairbank, now or formerly of South Dakota, and Ruth Fairbank, now or formerly of Glastonbury, Connecticut, the children of my niece, Ruby Harding Fairbank, deceased, and to pay the same in equal monthly payments, but in case either of said persons shall decease before all of said payments have been made, then all future payments payable to such deceased, shall be

withheld by said Trust Company and added to the income on hand. Said Trust Company shall accumulate the income accruing during the second year and make a like division thereof and pay the same in the manner as before provided for the payments during the first year, and so, year by year, until the number of beneficiaries is by death or otherwise reduced to three persons. The Trust Company shall then pay each of the three the sum of One Thousand Dollars (\$1,000.00), and the trust, so far as they are concerned, shall cease and terminate.

9. It is my wish and desire that in the final settlement and distribution of my estate by said Trust Company that so far as practicable it will distribute securities at the then market or appraisal value instead of reducing them to cash for the purpose of distribution.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether State or Federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

11. It is the desire of my wife, Martha J. Perry, to establish a hospital in Plymouth, Connecticut, to be known as the Plymouth Memorial Hospital. Now, therefore, if my wife leaves a will providing that a corporation be formed for such purpose, I give, devise and bequeath all the rest and remainder of my estate, after the trust provided for in paragraph 3 of this will is terminated as therein provided, to the corporation in charge of said hospital, in trust, nevertheless, to hold, possess, invest and reinvest in such securities as trust funds in Connecticut may be invested in, and the income only of said fund shall be used for the general purposes of said hospital.

IF, however, my said wife should not leave a will providing for the establishment of a hospital in the said Town of Plymouth, or, if she should leave such a will and a corporation should not be formed to take charge of same, as provided in her will, then in such event, I give, devise and bequeath said rest and remainder to The Waterbury Hospital, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State, as a trust fund. Said fund shall be known as the "Dwight H. and Martha J. Terry Fund", and shall be invested by the Trustees of said hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut, and only the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution.

Should said fund be given to The Waterbury Hospital, it is my desire that a memorial tablet be placed in said hospital, setting forth that said fund was established by Dwight H. Terry and Martha J. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

12. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this will, without bonds, and hereby give to The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and



deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at New Haven, Connecticut, this 8th day of March, 1919.

Dwight H. Terry (SEAL)

Signed and sealed by the within-named testator, Dwight H. Terry, and by him declared to be his last will and testament, in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 8th day of March, 1919.

Julia M. Greene )

Marion A. Wolcott )

Anna Manning )

Witnesses

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } SS. New Haven.

Be it remembered that on this 8th day of March, 1919,  
before me, Robert S. Walker, a Notary Public within and for  
said State, personally appeared the within-named:

Julia M. Greene of Bristol, Conn.

Marion A. Wolcott of Terryville, Conn.

Anna Manning of Rockville, Conn.

who, being duly sworn, severally make oath and say that they  
witnessed the within will of the within-named testator, Dwight  
H. Terry, and subscribed the same in his presence and at his  
request, and in the presence of each other, that the said  
Dwight H. Terry, at the time of the execution of said will,  
appeared to them to be of full age and of sound mind and memory;  
that he signed said will and declared the same to be his last  
will and testament, in their presence; and that they make  
and sign this affidavit at the request of said testator.

Julia M. Greene

Marion A. Wolcott

Anna Manning

Subscribed and sworn to before me  
the day and year above written.

Robert S. Walker

Notary Public.

We hereby certify that the within and  
foregoing is a true and correct copy of  
the original instrument on file in the  
Probate Court for the District of Plymouth, Conn.  
The Colonial Trust Company  
By: Jessie C. Hays  
Asst. Trust Officer



I, MARTHA J. TERRY, wife of DWIGHT H. TERRY, of Plymouth, Litchfield County, State of Connecticut, being of sound and disposing mind and memory and hereby expressly revoking any and all wills and codicils thereto by me heretofore made, do make, publish and declare the following to be my last Will and Testament.

1. I order and direct that my just debts and funeral expenses and the expenses of settling my estate be paid out of my estate by my executor hereinafter named.

2. I give absolutely to my nephew, FRANK POTTER, of Patchogue, Long Island, New York, my deposit in the BRISTOL SAVINGS BANK, of Bristol, Connecticut, with the accumulations thereon at the time this Will takes effect, the same having been received from my mother. If no such deposit exists when this will takes effect, then and in lieu thereof, I give absolutely to said FRANK POTTER the sum of Fifteen Hundred (\$1,500) Dollars.

3. I give and devise to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, all the land with buildings thereon, which I may own in the first voting district of Plymouth, formerly known as Plymouth Center, in the town of Plymouth, Connecticut, IN TRUST, NEVERTHELESS, for the following purposes, to wit: To hold and to maintain the same as a homestead for the use of my husband, DWIGHT H. TERRY, for and during his life. I also give to said Trust Company the sum of Ten Thousand (\$10,000) Dollars, IN TRUST, NEVERTHELESS, for the following purposes, to wit: To hold, possess, invest and reinvest the same in such securities as may be lawful for the investment of trust funds in Connecticut, and to pay over the net income arising therefrom to my husband, DWIGHT H. TERRY, for and during his life.

4. Should my said husband predecease me, or if he survives me, then upon his death, I desire that said homestead and said trust fund of Ten Thousand (\$10,000) Dollars be used for the purpose of establishing a hospital in the Town of Plymouth, Connecticut, and I direct THE COLONIAL TRUST COMPANY, as said Trustee, as soon as may be possible after the death of my husband, or the settlement of my estate, to obtain from the Legislature of the State of Connecticut, a charter, or cause a corporation to be formed under the laws of said State, for the purpose of receiving said devise and bequest and establishing a hospital in said Plymouth, to be known as THE PLYMOUTH MEMORIAL HOSPITAL, which shall be open to all people irrespective of considerations of nationality, religion or color. I direct my said Trustees to see that in the charter or certificate of incorporation all the details of organization and management are fully set forth, and that the same be supplemented by appropriate by-laws; and it is my desire that my esteemed friends, DR. R. S. GOODWIN, of Thomaston, Connecticut, CHARLES P. TREADWAY, of Bristol, Connecticut, GEORGE C. CLARK, of Terryville, Connecticut, and HENRY E. STOUGHTON, of Thomaston, Connecticut, if living, and they are willing to accept, shall be included in the Trustees named in the charter of said Hospital.

Upon the establishment of the corporation, I direct my Trustees to convey by deed my said homestead to said corporation and to pay over and transfer to the proper officers thereof, the said trust fund of Ten Thousand Dollars (\$10,000) and any accumulations thereof, which fund shall then be released of all trust, and all or any part thereof may be used by said Hospital corporation for the purpose of making necessary alterations and equipping said Hospital for the uses of said institution.

Upon the conveyance and transfer of said trust property my said Trustee shall be released from all further responsibility relative thereto.

It is my desire that a memorial tablet be placed in said Hospital, setting forth that said Hospital was established by Martha J. Terry and Dwight H. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the State of Connecticut.

I hope and trust that further gifts will be made to said institution, from time to time, in order that the Town of Plymouth may have a hospital suitably equipped to take care of the needs of said community, and that additional tablets may be placed in said Hospital setting forth the names of said donors or in whose memory the gifts are made.

5. If, however, for any reason, my said Trustee should fail to obtain from the Legislature of the State of Connecticut, within five years of the date of the death of my said husband, a charter for the corporation to establish and maintain a hospital in said Plymouth, in accordance with the provisions of the foregoing paragraph, then in such event, I direct that said homestead be sold and the proceeds thereof be added to and become a part of the trust fund of Ten Thousand (\$10,000) Dollars held by THE COLONIAL TRUST COMPANY, and I give and bequeath said fund to THE WATERBURY HOSPITAL, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said State. Said fund shall be known as the "Martha J. Terry Fund," and shall be invested by the Trustees of said Hospital in such securities as it may be lawful for trust funds to be invested in, in Connecticut and the proceeds thereof shall be used for the purpose of providing free beds and medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston, of Litchfield County, in said State, and that the surplus of said income, if any, may be used for the general uses of said institution. Should said

fund be given to said Waterbury Hospital, it is my desire that a memorial tablet be placed in said Hospital, setting forth that said fund was established by Martha J. Terry and Dwight H. Terry, in memory of Mr. Terry's grandfather, Eli Terry, late of Plymouth, Connecticut, deceased, inventor, pioneer clock-maker and founder of clock manufacturing in the state of Connecticut.

6. If my husband, DWIGHT H. TERRY, survives me I give all the rest and residue of my estate, real and personal, wherever situated, to him absolutely and in fee simple.

7. Should my said husband predecease me, I give and bequeath absolutely to the said THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the brass clock with the long case, which was made by my husband's grandfather, Eli Terry; also the parchment letters-patent on clocks issued to his said grandfather, Eli Terry, and the lacquer-ware, lead lined box containing said letters-patent; also the old family Bible used by my husband's father, containing the family record; also the old account book of his grandfather, Eli Terry, and the oil paintings of his father and mother, and all the rest, residue and remainder of my clocks, wearing apparel, books, household furniture, useful and ornamental, pictures, tools, jewelry, personal ornaments, carpets, stoves, beds and bedding, books, and pamphlets, all crockery, table-ware and linen, cutlery, spoons, knives and forks, silver-ware, and all other household articles of every name, nature and description, now in my residence at Plymouth, Connecticut. And I request said Executor to divide and dispose of all said articles, among the persons named in a memorandum filed herewith, as far as may be found practicable and satisfactory when the time arrives for the distribution of my estate. Said articles not so disposed of may be sold and the proceeds added to my residuary estate. I direct that said Trust Com-

pany may pay any expense incident to the delivery of said articles and charge the same as an expense against my estate.

8. Should my said husband predecease me, I give, and bequeath absolutely Five Hundred (\$500) Dollars to each of the children of my nephew, FRANK POTTER, who may be living when this clause of my Will shall take effect, namely: Alice, Leonard and Russell (to be paid in full without deduction for inheritance tax.)

9. Should ~~my~~ my said husband predecease me, I give, devise and bequeath all the rest and residue of my estate, real and personal, to THE PLYMOUTH MEMORIAL HOSPITAL, of Plymouth, Connecticut, IN TRUST, NEVERTHELESS, for the following uses and purposes, to wit: To hold, possess, manage, invest and reinvest the principal of said fund in such securities as trust funds in Connecticut may be invested in and to use only the net income arising therefrom for the general uses of said Hospital, but if such a corporation should not be organized in accordance with paragraph four of this Will, then I direct that said rest and residue be given to THE WATERBURY HOSPITAL, IN TRUST, NEVERTHELESS, for the following uses and purposes, to wit: To hold, possess, manage, invest and reinvest the principal of said fund in such securities as trust funds in Connecticut may be invested in, and to use only the net income arising therefrom to provide medical care and attention for the poor and needy of the Towns of Plymouth and Thomaston in said State of Connecticut.

10. I hereby nominate and appoint my said husband Executor of this Will and direct that no bonds be required of him. Should my said husband predecease me, then I nominate and appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this Will, without bonds.



IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 21st day of November, 1918.

MARTHA J. TERRY [L. S.]

Signed and sealed by the within-named Testatrix, MARTHA J. TERRY, and by her declared to be her last will and testament, in our presence, who have hereunto subscribed our names, as witnesses, in her presence, and in the presence of each other, and at her request, this 21st day of November, 1918.

LORENA I. MILLER  
ORINDA E. HALL  
C. SANFORD BULL

Witnesses.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } ss: Waterbury

Be it remembered that on this 21st day of November, 1918, before me, ROBERT S. WALKER, a Notary Public, within and for said State, personally appeared the within-named LORENA I. MILLER, ORINDA E. HALL and C. SANFORD BULL, all of said Waterbury, who being duly sworn, severally make oath and say that they witnessed the within Will of the within-named testatrix, Martha J. Terry, and subscribed the same in her presence and at her request, and in the presence of each other; that the said MARTHA J. TERRY, at the time of the execution of said Will appeared to them to be of full age and of sound mind and memory; that she signed said Will and declared the same to be her last Will and Testament in their presence, and that they make and sign this affidavit at the request of said testatrix.

LORENA I. MILLER  
ORINDA E. HALL  
C. SANFORD BULL

Subscribed and sworn to before me the day and year above written.

ROBERT S. WALKER  
Notary Public



I, Olive Rogers Warner, of the Town of Naugatuck, County of New Haven, State of Connecticut, do make, publish and declare the following to be my Last Will and Testament, hereby expressly revoking any and all wills by me heretofore made.

1. I direct that all my just debts, funeral expenses, and the expenses of settlement of my estate, be first paid and satisfied out of my personal estate.

2. I give and bequeath to my beloved husband, Oscar L. Warner, all my automobiles, garage equipment, and all other tools and articles pertaining thereto, to be his absolutely.

3. All the rest and residue of my estate, of every kind and nature, I do hereby devise, and bequeath to The Colonial Trust Company, a corporation chartered by the General Assembly of the State of Connecticut, and located in Waterbury, New Haven County, in said state, IN TRUST, NEVERTHELESS, for the following uses and purposes, to hold, possess, invest and reinvest the same in such securities and trust funds in the State of Connecticut may be invested in, and to pay over the net income accruing therefrom to my husband, Oscar L. Warner, for and during his life.

4. After the death of my husband, Oscar L. Warner, I desire that all my automobiles, furniture, pictures, books, jewelry, wearing apparel, and all other articles of personal and domestic use be divided as nearly equally as may be, by my Executor and Trustee, between my nephew and nieces, George A. Warner, Julia Warner, and Emily Warner, son and daughters of Lewis C. Warner and Lucia B. Warner.

5. The remainder of my estate in possession of the Colonial Trust Company after the death of my husband shall be held for the use and benefit of the Naugatuck Hospital Corporation, of said Naugatuck, and if said corporation shall, within ten years after the termination of the life interest as above set forth, establish and maintain a hospital in Naugatuck, I direct my Trustee to assign, transfer, convey and deliver to the proper officers of said corporation the said rest and residue and any accumulation thereof, and upon said transfer, the Colonial Trust Company shall be released from all further responsibility relative thereto.

I direct that said hospital corporation may use one-third of the amount of said fund for the general purposes of said hospital and that the balance of said fund shall be held by said corporation, in trust, as an endowment for said hospital, and shall be known as "The Richard Vincent Warner Memorial Fund", in memory of my son born December 26, 1890, died January 21, 1905. Said corporation shall hold, possess, invest and reinvest said fund in such securities as trust funds in Connecticut may be invested in, and the income only of said fund shall be used for the general purposes of said hospital.

6. If, for any reason, said Naugatuck Hospital Corporation fails, within ten years after the termination of the life interest as above set forth, to establish and maintain a hospital in said Naugatuck, and there should be no

hospital in said Naugatuck which the said trustee should find, after due invest-  
gation and in the exercise of its own discretion, suitable to receive said trust  
fund, then in such event, I give, devise and bequeath said rest, residue and  
remainder to The Waterbury Hospital, a corporation chartered by the General Assembly

the State of Connecticut, and located in Waterbury, New Haven County, in said  
State, as a trust fund. Said fund shall be known as "The Richard Vincent Warner  
Memorial Fund", and shall be invested by the trustees of said hospital in such  
securities as it may be lawful for trust funds to be invested in, in Connecticut  
and only the proceeds thereof shall be used for the purpose of providing accom-  
modations and medical care and attention for the residents of the Borough of Nauga-  
tuck, of New Haven County, in said State, and that the surplus of said income,  
if any, may be used for the general uses of said institution.

7. I appoint the Colonial Trust Company, of Waterbury, Connecticut,  
Executor of this will, without bonds, and hereby give to The Colonial Trust  
Company, both in its capacity of Executor and Trustee, power to sell and convey  
any and all of my real estate, without an order of court, and to execute and  
deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury,  
Connecticut, this 10th day of March, 1921.

Olive R. Warner (SEAL)

Signed and sealed by the within named testatrix, Olive Rogers Warner,  
and by her declared to be her last will and testament in our presence who have  
hereunto subscribed our names as witnesses in her presence and in the presence  
of each other, and at her request, this 10th day of March, 1921.

Gertrude L. Snagg }  
Lorena I. Miller } Witnesses  
C. Sanford Bull }

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } SS. Waterbury

Be it remembered that on this 10th day of March, 1921, before me,  
Robert S. Walker, a Notary Public within and for the State of Connecticut, per-  
sonally appeared the within named Gertrude L. Snagg, Lorena I. Miller and C. San-  
ford Bull, all of said Waterbury, who, being duly sworn, severally make oath  
say that they witnessed the within will of the within named testatrix, Olive  
Rogers Warner, and subscribed the same in her presence and at her request, and  
the presence of each other; that the said Olive Rogers Warner, at the time of  
execution of said will appeared to them to be of full age, and of sound mind and  
memory; that she signed said will and declared the same to be her last will and  
testament in their presence; and that they make and sign this affidavit at the  
request of said testatrix.

Gertrude L. Snagg  
Lorena I. Miller  
C. Sanford Bull

Subscribed and sworn to before me, the day and year above written.

Robert S. Walker, Notary Public.

COUNTY OF CONNECTICUT }  
TOWNSHIP OF NAUGATUCK }

SS. Probate Court, April 22, 1926.

The within and foregoing will was this day proved, approved,  
read and admitted to probate and the executor named therein was approved.

Attest: Frank W. Eaton, Judge.

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MUTUAL DISTRIBUTION

KNOW ALL MEN BY THESE PRESENT, That, whereas the subscribers, Ralph E. Smith and Frank A. Smith, both of Naugatuck, County of New Haven, and State of Connecticut, are all the persons interested as heirs-at-law and next of kin in the estate of Agnes E. Smith, late of Naugatuck, Connecticut, deceased, who left certain personal property to be divided among us, and

WHEREAS, after the payment of all claims against the estate of said deceased and the expenses of settlement, there remains the personal property hereinafter described, to be divided among us.

NOW, THEREFORE, KNOW YE, that we the subscribers, being legally capable, hereby make a division of said property among ourselves in the manner following:

Said Ralph E. Smith shall take and have:

1 share. American Zinc Lead & Smelting Co., Pfd.	\$145.00
" Anaconda Copper Mining Co.,	210.00
" Conn. Lt. & Power Co., 8% pfd.,	1,652.00
" Inspiration Consolidated Copper Co.,	140.63
" Kennecott Copper Co.,	427.00
" Scovill Mfg. Co.,	1,380.00
" U. S. Steel Corp., Pfd.,	1,875.00
100 Conn. Ry. & Ltg., 1st & ref., 4 1/2% Bonds, due 1951,	1,830.00
Divided interest in Conn. Ry. & Ltg., 1st & ref., 4 1/2% bond, due 1951,	457.50
Household furniture,	187.50
	<u>203.71</u>
	8,508.34

Said Frank A. Smith shall take and have:

1 share. American Zinc Lead & Smelting Co., Pfd.,	\$145.00
" Anaconda Copper Mining Co.,	210.00
" Conn. Lt. & Power Co., 8% pfd.,	1,534.00
" Inspiration Consolidated Copper Co.,	140.62



## B. Third Party Trustee

1. Harriet S. Anderson Instrument of Gift dated 9/21/43
2. Edith A. Blakesley Trust u/w dated 3/08/61
3. Mary Kingsbury Bull Record of Gift/Trust Agreement with Hospital dated 01/24/51
4. Almon B. Dayton Trust u/w dated 8/23/40
5. Natalie M. Dodd f/b/o Heroux Amended and Restated Agreement dated 5/18/1976
6. John P. Elton Will dated 11/29/46  
Codicil dated 6/26/47
7. J. Lincoln Fenn Trust u/w dated 10/23/50
8. I. Kent Fulton Trust u/w dated 10/02/39  
Codicil dated 12/15/39
9. Donald F. Gibson Trust u/w dated 9/24/83
10. Charles Hellman Trust u/w dated 6/13/55 - Sibilla Hellmann Fd
11. Rhoda M. Hellman Trust u/w dated 11/11/69 - Sibilla Hellmann Fd
12. Abbie C. Hopkins Will dated 4/30/38
13. Frank Keeling Trust u/w dated 12/15/54
14. Jacob Keeling Will dated 6/30/52
15. Harriet Kirk Trust u/w dated 06/15/42
16. Henry H. Peck Will dated 6/12/18
17. Edith F. Poole Will dated 4/11/1928
18. Wilma A. Snowden Trust Agreement dated 10/25/84  
Trust Amendment dated 12/27/90
19. Kenneth T. Stoughton Will dated 6/13/77
20. Oscar L. Warner Trust u/w dated 02/29/32





2903627 831

The Citizens and Manufacturers National Bank  
of Waterbury  
Waterbury, Connecticut

Dear Sirs:

It is my desire to establish a trust fund for the uses and purposes hereinafter described and to that end I request and direct you to purchase the following securities with funds which I deliver to you herewith, to wit:

- 50 shares United States Steel Company, preferred
- 50 " American Sugar Refining Company, preferred
- 50 " American Telephone and Telegraph Company, common
- 100 " Connecticut Light and Power Company, common

You shall cause the aforesaid securities to be registered in your name as Trustee under this appointment and you shall hold, manage, and control the same, in trust, accordingly.

You shall have full power and authority to sell, hold, invest and re-invest the assets of this trust fund, in your discretion.

You shall pay the net income of said fund, in convenient installments, to Nancy Holcomb Anderson, my daughter-in-law, for and during the term of her natural life and upon and after her decease, you shall pay the said net income to my son, Ernest A. Anderson, Jr., if living, in convenient payments for and during the term of his lifetime.

Upon the death of the last survivor of my said son and his said wife, you shall thereafter pay the entire net income of this trust fund in convenient installments unto the Waterbury Hospital Corporation, Waterbury, Connecticut, as a memorial to my said son and his said wife, said income to be used by said Waterbury Hospital Corporation to provide or assist in providing hospital care to deserving and needy residents of the City of Waterbury, Connecticut.

This gift in trust shall be irrevocable and the fund hereby created shall be devoted irrevocably and exclusively to the uses and purposes hereinbefore set forth.

21st

IN WITNESS WHEREOF, I have hereunto set my hand and seal this/day of September, 1943.

HARRIET S. ANDERSON, L.S.

The undersigned Trustee does hereby accept the foregoing appointment and gift in trust and does hereby covenant to perform faithfully its duties thereunder.

The Citizens and Manufacturers National  
Bank of Waterbury

by THOMAS F. MOORE  
Trust Officer

The undersigned hereby certifies that the  
forgoing is a true and complete copy of the within trust  
instrument and all amendments thereto, if any in full  
force and effect this            day of

THE CITIZENS AND MANUFACTURERS  
NATIONAL BANK OF WATERBURY

By \_\_\_\_\_  
Assistant Trust Officer



LAST WILL AND TESTAMENT

OF

EDYTH A. BLAKESLEY

DOC. NO. 1  
ACCT. NO. C2125

BE IT KNOWN TO ALL PERSONS, THAT I, EDYTH A. BLAKESLEY, OF THE TOWN OF WATERBURY, COUNTY OF NEW HAVEN, AND STATE OF CONNECTICUT, BEING OF LAWFUL AGE, OF SOUND AND DISPOSING MIND, MEMORY AND JUDGMENT, DO HEREBY MAKE, PUBLISH AND DECLARE THIS TO BE MY LAST WILL AND TESTAMENT, HEREBY REVOKING ALL PREVIOUS WILLS AND CODICILS HERETOFORE BY ME MADE.

ARTICLE FIRST

I direct that all my just debts, (except such as may be secured by Mortgage), funeral charges, and expenses of settling my estate, be paid and discharged by my Executor, hereinafter named. I direct that all legacy, succession, inheritance, transfer and estate taxes, levied or assessed upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executor out of my estate in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE SECOND

I direct that a suitable grave marker be purchased to match the marker on the Albert J. Blakesley Plot now in the Evergreen Cemetery.

ARTICLE THIRD

I give and bequeath to MRS. ROBERT A. (Rosetta) CURRIE, of Waterbury, Connecticut, all my household furniture and furnishings, books, pictures, jewelry, wearing apparel, and all other articles of a similar and personal nature, to be hers absolutely, and because of my confidence in the said MRS. ROBERT A. (Rosetta) CURRIE, she is to distribute certain articles as I have instructed in my advice to her.

Should the said MRS. ROBERT A. (Rosetta) CURRIE predecease me, then I direct those personal effects I would have given to the said MRS. ROBERT A. (Rosetta) CURRIE, shall become a part of the residue of my Estate.

ARTICLE FOURTH

I give and devise to the said MRS. ROBERT A (Rosetta) CURRIE, that certain piece or parcel of land, with dwelling house and improvements thereon, situated on the southeasterly side of Pine Street, in the City of Waterbury, County of New Haven, and State of Connecticut, bounded:

- Northwesterly: Forty feet, six inches, on Pine Street;
- Northeasterly: Sixty-nine feet on land formerly of Burdon P. Hyde;
- Southeasterly: Thirty-six and one-half (36-1/2) feet on land formerly of Burdon P. Hyde and on land of Edwin H. Williams (A Passway);
- Southwesterly: On land of Ada C. Williams.

Being the same premises conveyed to me from the Estate of Albert J. Blakesley by Certificate of Devise from the Probate Court for the District of Waterbury, dated October 16, 1931, and recorded November 6, 1931, in Waterbury Land Records, Volume 450, Page 638.

I direct that my Executor shall pay taxes, insurance, and water rents in connection with said property, for a period of one (1) year after my death, provided, however, that Mrs. Robert A. (Rosetta) Currie shall occupy the premises. As of the date, one year after my death, the said items shall be prorated in favor of my estate, or in favor of Mrs. Currie, in the manner customarily followed in connection with land conveyancing in the City of Waterbury.

Should the said MRS. ROBERT A. (ROSETTA) CURRIE predecease me, then I direct this Devise I would have given to the said MRS. ROBERT A. (ROSETTA) CURRIE, shall become a part of the residue of my Estate.

#### ARTICLE FIFTH

I give and bequeath to the said MRS. ROBERT A. (ROSETTA) CURRIE, the sum of Ten Thousand (\$10,000.00) Dollars, to be hers absolutely and forever.

Should the said MRS. ROBERT A. (ROSETTA) CURRIE predecease me, then I direct this legacy I would have given to the said MRS. ROBERT A. (ROSETTA) CURRIE, shall become a part of the residue of my Estate.

#### ARTICLE SIXTH

I give and bequeath to RUTH B. CLARKE, of Riverside, Connecticut, one hundred fifty (150) shares of the capital stock of The Scovill Manufacturing Company, to be hers absolutely.

Should the said RUTH B. CLARKE predecease me, then I direct the one hundred fifty (150) shares of the capital stock of The Scovill Manufacturing Company shall be distributed to her son, DEFRANCE CLARKE, JR., of Riverside, Connecticut, to be his absolutely.

Should the said RUTH B. CLARKE and DEFRANCE CLARKE, JR., predecease me, then I direct that this legacy be distributed to ELIZABETH JANE CLARKE, of Riverside, Connecticut, to be hers absolutely.

#### ARTICLE SEVENTH

I give and bequeath to DEFRANCE CLARKE, JR., of Riverside, Connecticut, one hundred (100) shares of the capital stock of The Torrington Company, a Maine corporation, to be his absolutely.

Should the said DEFRANCE CLARKE, JR., predecease me, then I direct the one hundred (100) shares of the capital stock of The Torrington Company shall be distributed to his mother, RUTH B. CLARKE, to be hers absolutely.

Should the said DEFRANCE CLARKE, JR., and RUTH B. CLARKE, predecease me, then I direct that this legacy be distributed to ELIZABETH JANE CLARKE, of Riverside, Connecticut, to be hers absolutely.

#### ARTICLE EIGHTH

I give and bequeath to CARRIE W. WOODRUFF, of Watertown, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said CARRIE W. WOODRUFF predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE NINTH

I give and bequeath to PAUL COOPER, of Oakville, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said PAUL COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE TENTH

I give and bequeath to MARION COOPER, of Oakville, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said MARION COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE ELEVENTH

I give and bequeath to GRACE HALLOWELL COOPER, of Floral Park, Long Island, New York, the sum of Five Thousand (\$5,000.00) Dollars, to be hers absolutely.

Should the said GRACE HALLOWELL COOPER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE TWELFTH

I give and bequeath to EDWARD C. WOODRUFF, JR., of Hazardville, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said EDWARD C. WOODRUFF, JR., predecease me, than I direct that the sum which he would otherwise have taken shall become a part of the residue of my Estate.

ARTICLE THIRTEENTH

I give and bequeath to ELSIE W. ROBERTS, of Thomaston, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be hers absolutely.

Should the said ELSIE W. ROBERTS predecease me, then I direct that this legacy shall be distributed to CARRIE W. WOODRUFF, to be hers absolutely.

Should the said ELSIE W. ROBERTS and CARRIE W. WOODRUFF both predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE FOURTEENTH

I give and bequeath to HELEN G. BANGS, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be hers absolutely.

Should the said HELEN G. BANGS predecease me, then I direct that this legacy shall be distributed to her sister, GRACE E. BANGS, of Waterbury, Connecticut, to be hers absolutely.

Should the said HELEN G. BANGS and the said GRACE E. BANGS predecease me, then I direct that this legacy shall become a part of the residue of my estate.

ARTICLE FIFTEENTH

I give and bequeath to RICHARD W. COER, of Prospect, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be his absolutely.

Should the said RICHARD W. COER predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE SIXTEENTH

I give and bequeath to ROBERT CURRIE, of Waterbury, Connecticut, husband of MRS. ROBERT A. (Rosetta) CURRIE, the sum of One Thousand (\$1,000.00) Dollars, to be his absolutely.

Should the said ROBERT CURRIE predecease me, then I direct that this legacy shall become a part of the residue of my Estate.

ARTICLE SEVENTEENTH

I give and bequeath to the WATERBURY DAY NURSERY ASSOCIATION, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE EIGHTEENTH

I give and bequeath to THE VISITING NURSES' ASSOCIATION, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE NINETEENTH

I give and bequeath to THE BUNKER HILL CONGREGATIONAL CHURCH, of Waterbury, Connecticut, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees of said Church for the upkeep and benefit of the Church, as they may so determine.

ARTICLE TWENTIETH

I give and bequeath to THE EVERGREEN CEMETERY ASSOCIATION, of Watertown, Connecticut, the sum of Five Hundred (\$500.00) Dollars, to be used by the Trustees of said Association for the general upkeep of the Cemetery.

ARTICLE TWENTY-FIRST

I give and bequeath to the SOUTHMAYD HOME, INC., of Waterbury, Connecticut, the sum of Five Thousand (\$5,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-SECOND

I give and bequeath to THE WATERBURY BRANCH, CANCER SOCIETY, of Waterbury, Connecticut, the sum of Two Thousand (\$2,000.00) Dollars, to be used by the Trustees thereof as they may so determine.



ARTICLE TWENTY-THIRD

I give and bequeath to the SHRINE HOME FOR CRIPPLED CHILDREN, of Springfield, Massachusetts, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-FOURTH (a)

I give and bequeath to the UPLAND SANATORIUM, of Pleasant Hill, Tennessee, the sum of Two Thousand (\$2,000.00) Dollars, to be used by the Trustees for the care of needy patients.

ARTICLE TWENTY-FOURTH (b)

I give and bequeath to the AMERICAN BIBLE SOCIETY, of 450 Park Avenue, New York, New York, the sum of One Thousand (\$1,000.00) Dollars, to be used by the Trustees as they may so determine.

ARTICLE TWENTY-FIFTH

I give and bequeath to THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars, IN TRUST, HOWEVER, for the following uses and purposes:

(a) To invest and reinvest the same, and to collect and receive the interest, income and profits therefrom, and, after paying all taxes and other expenses incident to the operation of said Trust or Trust Fund, to pay the net income therefrom to the WATERBURY GIRL'S CLUB, of Waterbury, Connecticut, in installments, as shall be mutually agreed upon. In the event that the WATERBURY GIRL'S CLUB shall be terminated for any reason, the principal and any unexpended income shall be transferred to the ELISHA LEAVENWORTH FOUNDATION, of Waterbury, Connecticut, and this Trust shall thereupon terminate.

ARTICLE TWENTY-SIXTH

All the rest, residue and remainder of my Estate, of every kind and description, both real and personal, of whatsoever the same may consist, and wheresoever the same may be situated, of which I may die seized and possessed, or to which I may be entitled at the time of my death, I give, devise and bequeath the same to THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, IN TRUST, HOWEVER, and to be held in perpetuity for the charitable uses and purposes hereinafter expressed, that is to say:

(a) To invest and reinvest the same, and to collect and receive the interest, income, and profits therefrom, and, after paying all taxes and other expenses incident to the operation of said Trust Fund, which shall be known as the AUGUSTUS M. AND ALBERT J. BLAKESLEY FUND, to disburse the income thereof as hereinafter provided.

(b) To pay the net income of the Trust Fund to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be used by it as a Free Bed Fund for the benefit of members of The Second Congregational Church of Waterbury, Inc., who are considered by the Trustees of The Second Congregational Church of Waterbury, Inc., as worthy ill cases requiring financial assistance. In such cases, it is my intention that The Waterbury Hospital shall use said Free Bed Fund to pay all hospital expenses incurred by such members of The Second Congregational Church of Waterbury, Inc., while patients therein.

(c) In the event that said The Waterbury Hospital shall be merged into or taken over by another private, nonprofit hospital, the said Trustee shall make payment to the successor corporation. In the event that the said The Waterbury Hospital shall terminate its existence the said Trustee shall have the power to send such income to such hospital, operating in the City of Waterbury, or serving the public of the City of Waterbury, as it may, in its judgment, select.

ARTICLE TWENTY-SEVENTH

I direct that all cash bequests be paid either in cash or in securities having an equivalent value, to be determined as my Executor may so desire.

ARTICLE TWENTY-EIGHTH

I do hereby authorize and empower my said Executor and Trustee, in its respective capacities, if, in its discretion it shall deem it expedient, to sell, either at public or private sale, and at such time and in such manner, and upon such terms and conditions as it may deem most advantageous and for the best interest of my Estate or Trusts, the whole or any part or interest in any stocks, bonds, mortgages, real estate (except such stocks specifically bequeathed above, and except such real estate specifically devised above), or other evidence of indebtedness belonging to my Estate or Trusts, and to execute and deliver any and all conveyances, deeds, mortgages, satisfactions, releases, assignments, or other instruments that may be necessary or proper to transfer said property or to carry out the intention of this provision and to give effect to the provisions contained in this, my Last Will and Testament.

ARTICLE TWENTY-NINTH

The Trustee shall not be limited or restricted by law relating to the investment of Trust Funds, but shall have authority to invest and reinvest the Trust Fund in securities deemed advisable by it, without liability for loss of, or on, such investments as are made by it in the exercise of honest judgment and good faith.

ARTICLE THIRTIETH

I hereby nominate, constitute and appoint THE WATERBURY NATIONAL BANK, a Federal Banking Corporation, of Waterbury, Connecticut, Executor of this, my Last Will and Testament, without bonds, and authorize it to sell and convey any or all of the property of my Estate, except as specifically bequeathed and devised above, without an Order of Court, and upon such terms and conditions as it may deem advisable.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 8th day of March, 1961.

.....EDYTH A. BLAKESLEY..... (L.S.)  
Edyth A. Blakesley

Signed, sealed, published and declared as and for her Last Will and Testament by the Testatrix, EDYTH A. BLAKESLEY, in our presence, who, in her presence, and in the presence of each other, and at her request, have hereunto subscribed our names as witnesses, this 8th day of March, 1961.

HARRIET B. ANDERSON )  
 )  
LILLIAN F. ABEL ) WITNESSES  
 )  
EARL AVERY )

STATE OF CONNECTICUT )  
 )  
COUNTY OF NEW HAVEN ) ss: Waterbury, March 8, 1961

We, the attesting witnesses to the foregoing Will of EDYTH A. BLAKESLEY, make affidavit and say: That we attested the within and foregoing Will and subscribed the same in the presence of and at the request of the Testatrix and in the presence of each other; that the said Testatrix signed, sealed, published and declared the said instrument as and for her Last Will and Testament, in our presence, on the 8th day of March, 1961; and at the time of the execution of said Will and Testament, said Testatrix appeared to be of full age, of sound and disposing mind, memory and judgment, and under no improper influence or restraint, to the best of our knowledge and belief, and we further depose and say that this affidavit is made at the request of said Testatrix, EDYTH A. BLAKESLEY.

HARRIET B. ANDERSON  
LILLIAN F. ABEL  
EARL AVERY

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) ss: Waterbury, March 8, 1961

Then personally appeared HARRIET B. ANDERSON, LILLIAN F. ABEL, and EARL AVERY, who subscribed the foregoing affidavit and made solemn oath to the truth of the same, before me,

MAX R. TRAURIG  
Max R. Traurig  
Notary-Public  
Commissioner of the Superior Court



3274-313

# 23-02301-000

M. K. Bull Fund TR<sup>y</sup> AGREEMENT TRUST WITH WATERBURY HOSPITAL.

AGREEMENT made by and between THE WATERBURY HOSPITAL, a corporation organized under the laws of the State of Connecticut, and the State Board of Health

THE WATERBURY HOSPITAL

THE WATERBURY HOSPITAL  
Endowment or Permanent Room or Bed Fund

Name of Fund Mary Kingsbury Bull Fund

Established by Miss Edith Kingsbury, of Waterbury, Conn.

Condition of Gift.

Memorandum made by Mr. Otis S. Northrop in regard to the fund reads as follows:

100 U. S. Govt. Bonds presented to The Waterbury Hospital by Miss Edith Kingsbury for the furnishing, and providing an endowment of the Children's ward in the Waterbury Hospital.

When the furnishing is completed enough of the bonds are to be sold for payment to the Hospital and the balance to be carried in separate account with int. accruing against future withdrawal for replenishment.

Mentioned in Report of Executive Committee 1919

Treasurer's Report 1920 shows this fund.

Condition of Gift:

Endowment of Children's Ward.

(Information from Colonial Trust Co., Sept. 26, 1958)

The trustee hereby certifies that the conditions above set forth, and agrees that it will faithfully perform the duties of its office as such trustee.

The parties hereto have duly executed this instrument this 24th day of January, 1951.

THE WATERBURY HOSPITAL

By Otis S. Northrop

(SAL)

Treasurer

# Mary K Bull Fund

The Waterbury Hospital, P 2301-2306

WATERBURY HOSPITAL made by and between THE WATERBURY HOSPITAL, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the City of Waterbury, County of New Haven, in said State, hereinafter referred to as the "Hospital", and THE COLONIAL TRUST COMPANY, a corporation specially chartered by the General Assembly of the State of Connecticut and located in said Waterbury, hereinafter referred to as the "Trustee",

WHEREAS, the Hospital has transferred and delivered to the Trustee the cash, securities and other property comprising the separate funds as more particularly described in Schedule A hereto attached, which cash, securities and other property (hereinafter collectively referred to as the property), together with such other property in the same or other funds as may from time to time be added hereto, the Hospital desires to be held IN TRUST for the purposes and upon the terms and conditions hereinafter set forth;

AND, WHEREAS, in consideration of the premises, the Hospital hereby grants said property to the Trustee, IN TRUST NEVERTHELESS, for the following uses and purposes and subject to the following terms and conditions:

FIRST: The Trustee shall invest and reinvest said property and any property added hereafter in such investments, including stocks both common and preferred, bonds or other securities, mortgages and in any common trust fund established by the Trustee pursuant to Connecticut General Statutes, Revision of 1939, Section 3905 or any amendments to or replacements of said section which may be hereafter enacted, as the Trustee may in its sole discretion deem advisable.

The Trustee is authorized and empowered to sell, exchange or transfer any and all of the property received hereunder or purchased by it in pursuance hereof; to collect and receive the income arising from the trust property, and generally to manage said trust property, all as it in its sole discretion deems advisable for the interest of the Hospital.

It is understood and agreed that for investment purposes the various funds held from time to time under this agreement may be commingled with each other and may be commingled in any common trust fund established by the Trustee as here provided. For accounting purposes only, the Trustee will maintain separate accounts for each of the funds held hereunder and will render to the Treasurer of the Hospital separate statements of account for each of said funds.

SECOND: The Trustee shall retain out of income a reasonable sum for its services as trustee hereunder, and for all proper expenses incurred hereunder, and shall pay over to the Treasurer of the Hospital the balance of net income at quarterly intervals or at such other periods as the Treasurer of the Hospital and the Trustee may agree upon, designating the fund from which said income was derived.

THIRD: The Hospital reserves to itself the right to add additional property from time to time to any of the funds specified in Schedule A hereto attached, or to establish additional funds under this Agreement. All such additional property or new funds shall be specified in additional Schedules to be attached to this Agreement, and shall be held in accordance with the terms of this Agreement.

FOURTH: The Hospital reserves the right to withdraw any and all property held under this Agreement at any time upon reasonable notice to the Trustee.

FIFTH: This Agreement may be revoked by either party by giving reasonable notice in writing to the other party, or may be amended at any time by an instrument executed by both parties hereto.

SIXTH: The Trustee hereby accepts this trust upon the terms and conditions above set forth, and agrees that it will faithfully discharge all the duties of its office as such Trustee.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument this 24th day of January, 1951.

WATERBURY HOSPITAL

BY Clara C. Hoffman (TRST)  
Treasurer

*Handwritten signature:* H. Bull  
*Handwritten text:* anything



3055183

LAST WILL AND TESTAMENT OF ALMON B. DAYTON

Be it known to all persons, that I, ALMON B. DAYTON, of the City of Waterbury, County of New Haven and State of Connecticut, being of lawful age, of sound and disposing mind, memory and judgement, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all previous wills and codicils by me made.

ARTICLE FIRST

I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

ARTICLE SECOND

I give and bequeath to my wife, MABEL B. DAYTON, the diamond which was formerly owned by my uncle, CHARLES B. MATTOON, and which is now set in a pin which she wears, and I desire that at her death she leave this diamond to my niece, MARJORIE D. HITCHCOCK ELLER, of Pasadena, California. I also give and bequeath to my said wife the sum of TEN THOUSAND (\$10,000) DOLLARS, and all of my household, furniture, furnishings, books, pictures, clothing, jewelry and other articles of personal use, together with such automobiles, tools, accessories and other articles pertaining thereto, as I may own at my death, to be hers absolutely.

ARTICLE THIRD

I give and bequeath to my niece, EDNA WOOLSON BEAN, of Santa Barbara, California, the sum of TWO HUNDRED (\$200.) DOLLARS to be hers absolutely.

ARTICLE FOURTH

I give and bequeath to my niece, MARJORIE D. HITCHCOCK ELLER, of Pasadena, California, the sum of TWO HUNDRED (\$200.) DOLLARS to be hers absolutely.

ARTICLE FIFTH

I give and bequeath to my nephew, GREGORY D. HITCHCOCK, of Pasadena, California, the sum of TWO HUNDRED (\$200.) DOLLARS to be his absolutely.

ARTICLE SIXTH

I give and bequeath the sum of ONE THOUSAND (\$1,000) DOLLARS to my mother, ANNA W. DAYTON, of Watertown, Connecticut, if living.

ARTICLE SEVENTH

I give and bequeath the sum of ONE THOUSAND (\$1,000) DOLLARS unto my sister-in-law, EDNA L. FOSTER, if living, otherwise unto her issue surviving me.

ARTICLE EIGHTH

Unto each of the children of Stephen B. Boyd, deceased, formerly of Lexington, Massachusetts, who may be living at my death, I give and bequeath the sum of ONE HUNDRED (\$100.) DOLLARS, to be to each of them absolutely.

ARTICLE NINTH

Unto each of the children of Clara H. B. Jameson, of Saugus, Massachusetts, who may be living at the time of my death, I give and bequeath the sum of ONE HUNDRED (\$100.) DOLLARS, to be to each of them absolutely.

ARTICLE TENTH

I direct that all inheritance estate and succession taxes on any bequest hereinbefore made shall be paid from the residue of my estate, in order that said payments may be made in full.



ARTICLE ELEVENTH

All of the rest, residue and remainder of my estate, real and personal, where-soever situated, I give, devise and bequeath unto my trustee hereinafter named, in trust nevertheless, to hold, manage, control, invest and reinvest in the manner by law provided, to collect the income and increment thereof, and to disburse the income and principal of said trust estate in the manner and form following, to-wit:

- A. To pay the entire net income of said trust estate unto my wife, MABEL B. DAYTON, for and during the term of her natural life;
- B. Should it be necessary to assure the comfortable maintenance of my said wife and to meet the expenses of any emergency which may arise, I authorize my trustee, in its discretion, to use so much of the principal of said trust estate as it shall consider necessary to provide for and assure the said comfort and maintenance of my said wife;
- C. Upon the death of my said wife or if she shall have predeceased me, the net income of said trust shall thereafter be distributed as follows:

- 1) One-fifth of the net annual income of said trust shall be paid unto my niece, MARJORIE D. HITCHCOCK ELLER, if living, for and during the term of her natural life and upon her death, or if she shall have deceased, said share of said net income shall be paid annually in equal shares unto THE WATERBURY HOSPITAL of Waterbury, Connecticut, THE WATERBURY ANTI-TUBERCULOSIS LEAGUE OF WATERBURY, INCORPORATED, of said Waterbury and THE GAYLORD FARM SANITORIUM of Wallingford, Connecticut, in perpetuity. rec'd  
11/7/92
- 2) One-fifth of the net annual income of said trust estate shall be paid unto my nephew, GREGORY D. HITCHCOCK, if living, for and during the term of his life, and upon his death, or if he shall have deceased, said share of said income shall be paid equally unto THE WATERBURY VISITING NURSE ASSOCIATION, THE LINCOLN HOUSE ASSOCIATION and THE SALVATION ARMY CORPS OF WATERBURY, in perpetuity.
- 3) One-fifth of the net annual income of said trust estate shall be paid unto my niece, EDNA WOOLSON BEAN, if living, for and during the term of her life, and upon her decease or if she shall have predeceased me, said share of said income shall be paid equally unto THE WATERBURY BOYS' CLUB, THE WATERBURY COUNCIL OF BOY SCOUTS, THE WATERBURY COUNCIL OF GIRL SCOUTS and THE EVERGREEN CEMETERY ASSOCIATION, INCORPORATED OF WATERTOWN, CONNECTICUT, all in perpetuity.
- 4) One-fifth of said net annual income shall be paid to THE YOUNG MEN'S CHRISTIAN ASSOCIATION, INCORPORATED OF WATERBURY, in perpetuity.
- 5) One-fifth of said net annual income shall be paid unto THE SECOND ECCLESIASTICAL SOCIETY OF WATERBURY, in perpetuity, to be used for the needy poor of the SECOND CONGREGATIONAL CHURCH OF WATERBURY.

If any one or more of the aforesaid religious and philanthropic organizations named as beneficiaries herein shall cease to exist or shall relinquish its corporate charter, or shall fail for any reason to function in the territory in which it is now located, its share of the income as hereinbefore determined shall be paid by my said trustee to THE WATERBURY FOUNDATION INCORPORATED OF WATERBURY, CONNECTICUT, to be used by the directors of said Foundation for religious or charitable purposes, preferably for some use similar to that performed by the corporation previously receiving said income.

ARTICLE TWELFTH

I hereby nominate, constitute and appoint The Citizens and Manufacturers National Bank of Waterbury as the Executor of and Trustee under this my Last Will and Testament to act in those capacities without furnishing any bond or other security whatsoever.

IN WITNESS WHEREOF, I have signed, sealed, published and declared this instrument as my Last Will and Testament, dated at said Waterbury on the 23rd day of August, A.D. One Thousand Nine Hundred and Forty.

ALMON B. DAYTON (L.S.)

Signed, sealed, published and declared by the said ALMON B. DAYTON as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other have hereunto subscribed our names as witnesses, on the 23rd, day of August, 1940.

WALTER L. ANGLE  
ROBERT H. LEACH                 WITNESSES  
THOMAS F. MOORE

STATE OF CONNECTICUT )  
                               ) SS. Waterbury, August 23, 1940  
COUNTY OF NEW HAVEN )

We, the attesting witnesses to the foregoing Will of Almon B. Dayton, make affidavit and say: That we attested the within and foregoing Will and subscribed the same in the presence of and at the request of the Testator and in the presence of each other; that the said Testator signed, sealed, published and declared the said instrument as and for his Last Will and Testament, in our presence on the 23rd day of August, 1940; and that at the time of executing of said Will said Testator was of sound mind, memory and judgment and under no improper influence or restraint to the best of our knowledge and belief.

IN WITNESS WHEREOF, we have hereunto set our hands this 23rd day of August, A.D. 1940.

WALTER L. ANGLE  
ROBERT H. LEACH  
THOMAS F. MOORE

STATE OF CONNECTICUT )  
                               ) SS. Waterbury, August 23, 1940.  
COUNTY OF NEW HAVEN )

Then personally appeared before me, WALTER L. ANGLE ROBERT H. LEACH and THOMAS F. MOORE and made oath to the truth of the foregoing affidavit.

ROBERT H. LEACH,  
Notary Public.



Account # P 168 6/1000  
Doc. Code 201  
Effective Date 6/19/02  
Comments R. Downing  
Account

PV 8465

WHEREAS:

1. By agreement bearing date September 12, 1944 between Natalie M. Dodd, as the Settlor, and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York) as the Trustee, a trust was created in respect of certain property therein referred to;

2. Under Clause 5 of said agreement the Settlor reserved and retained the right at any time and from time to time by a notice in writing signed and acknowledged by her and filed with the Trustee to alter, amend or modify said agreement in any and every respect;

3. Pursuant to the right reserved and retained as aforesaid, the Settlor altered, amended and modified said agreement by notices in writing signed and acknowledged by her and filed with the Trustee bearing dates April 26, 1950, November 17, 1958, September 1, 1959, May 22, 1967, September 28, 1970, December 3, 1973, and May 21, 1975 respectively; and

4. Pursuant to the right reserved and retained, as aforesaid, (now under Article Fourth of said agreement, as amended) the Settlor wishes to further modify said agreement;

NOW, THEREFORE, I, the undersigned, Natalie M. Dodd, the Settlor aforesaid, pursuant to the right reserved and retained in said agreement, as modified,

as aforesaid, do hereby alter, amend and modify said agreement so that said agreement and the whole thereof, excepting only the formal descriptive and signatory clauses at the beginning and at the end thereof shall, as now altered, amended and modified, read as follows:

**"W I T N E S S E T H:**

That the Settlor in consideration of One Dollar to her in hand paid by the Trustee, the receipt of which is hereby acknowledged, and of the covenants hereinafter contained, has simultaneously with the execution of this agreement, assigned, transferred, delivered and set over and by these presents doth assign, transfer, deliver and set over unto the Trustee the property listed in Schedules "A" and "B" hereto annexed, the receipt of which is hereby acknowledged by the Trustee:

TO HAVE AND TO HOLD said property in trust for the purposes and subject to the terms and conditions of this agreement:

First: To collect the income, interest and dividends of the trust and after deducting all proper charges and expenses, to pay or apply the net income therefrom to or for the use and benefit of the Settlor during her lifetime.

The Trustee shall treat as income all rents, interest and income accrued and dividends declared but unpaid on the date of this agreement or on the transfer or delivery of property or securities to the Trustee, except that any interest accrued and past

due on bonds at the time such bonds are purchased or otherwise acquired by the Trustee shall be added to principal. The Trustee shall furnish income statements quarterly to the Settlor.

At any time and from time to time during the Settlor's lifetime, the Trustee, in its absolute judgment and discretion as to the necessity therefor in properly maintaining the Settlor, may pay or apply to or for the use and benefit of the Settlor any part or all of the principal of the trust and in exercising its judgment and discretion it shall not have any duty to take into consideration the interest of other persons who have or may have an interest in the trust assets, or to take into consideration the income of the Settlor from other sources or other property that she may own. In order to carry into effect this power and authority, the Trustee for this purpose shall have an unlimited power of sale. In making application of funds (principal or income) for the use and benefit of the Settlor the Trustee may pay such funds to such person or persons as the Trustee may see fit, without any duty to see to their proper application.

The Settlor hereby expressly reserves and retains the right at any time and from time to time during her lifetime by a notice in writing, signed by her and filed with the Trustee, to withdraw any or all of the property subject to the trust hereby created and to take possession of the same, after provision has been made for

the payment of the Trustee's compensation and other expenses of administration.

It is hereby expressly understood and agreed that the Settlor or any other person or corporation shall have the right, with the consent of the Trustee, at any time and from time to time during the Settlor's lifetime to assign, transfer, deliver or deposit with the Trustee additional securities or property which thereupon shall become a part of the trust and subject in every respect to the terms and conditions of this agreement.

The Settlor specifically reserves the right to give, bequeath or devise by her will to this trust or the Trustee hereunder a legacy or legacies or a part of her residuary estate or proceeds of life insurance or otherwise (provided such property is acceptable to the Trustee) to be held in trust as an addition to and part of the trust estate hereby created and the Trustee upon receiving such legacy or part of such residuary estate shall administer and dispose of the same as part of the trust estate as herein directed.

Second: (a) The Trustee is authorized and empowered to retain any property at any time received by it with full power and authority to change investments and to sell, invest and reinvest the principal in such stocks (common and preferred), bonds and property as it in its discretion may determine and whether or not the same be authorized by law for the investment of trust funds; provided, however, that during the time the Settlor is not under any disability or incapacity, the Trustee

shall sell, invest and reinvest the said principal only with the written consent of the Settlor. The Trustee shall make recommendations to the Settlor from time to time in respect of sales and investments but the Trustee shall not be liable or responsible in any way for any depreciation or loss incurred by reason of the Settlor having failed to give her consent to any sales, investments or reinvestments or other action recommended by the Trustee, or for making sales or investments or reinvestments or exercising other powers directed by the Settlor which are not approved in writing by it prior to the giving of such direction. The Trustee shall furnish proxies (as to either discretionary or ministerial matters) in respect of any shares of stock at any time forming a portion of the principal in its absolute discretion; provided, however, that during the period when the Settlor is not under any disability or incapacity the Trustee shall furnish such proxies, only with her written consent.

(b) The Trustee shall make such sales, investments or reinvestments and exercise such other powers conferred in this Article Second as may be directed by the Settlor during the time she is not under any disability or incapacity.

(c) In respect of any investments at any time constituting a portion of the corpus of the trust herein created, the Trustee shall have the right with the written consent of the Settlor to join in or become a party to any agreement of reorganization, re-adjustment, merger, consolidation or exchange, to deposit



any such securities thereunder, or to exercise rights to subscribe to new securities, and to pay and charge the principal of such trust with any sums which may be required thereby, and to receive and hold any new securities issued as a result thereof, whether or not the same be authorized by law for the investment of trust funds.

(d) The Trustee shall be entitled to assume that the Settlor is not under any disability or incapacity unless it receives written advice to the contrary, which it considers reliable.

Third: The Settlor hereby expressly reserves and retains the right at any time during her lifetime by a notice in writing, signed and acknowledged by her and filed with the Trustee, to revoke this agreement and the trusts hereby created in whole or in part and to take possession of the property constituting at such time the principal of the trust, after provision has been made for the payment of the Trustee's compensation and other expenses of administration, free and discharged from this agreement and the trusts created hereby and also reserves and retains the right at any time and from time to time by a notice in writing, signed and acknowledged by her and filed with the Trustee, to alter, amend or modify this agreement in any and every respect provided, however, that the rights, duties and responsibilities of the Trustee hereunder shall not be changed without its written consent.

Fourth: Upon the death of the Settlor, the Trustee shall dispose of the remaining principal of the trust as follows:

I. The Settlor intends to leave a last will and testament directing that her debts, all funeral and other expenses of administering her estate, (including attorneys' fees and executor's commissions,) and all estate, inheritance, transfer, succession and other similar taxes imposed by reason of her death (together with interest and penalties, if any, thereon), including all such taxes imposed upon or with respect to the property passing hereunder or any other property which passes or has passed other than under the Settlor's will or imposed upon or with respect to any recipient thereof and also all general legacies are to be paid out of such of the Settlor's testamentary assets as are not specifically devised and bequeathed under her will. The Settlor hereby directs that, if her testamentary assets passing under her will are not sufficient, without resorting to property specifically devised or bequeathed thereunder, to pay all of such debts, expenses, taxes and general legacies, (if Paul G. Heroux shall survive the Settlor, the Settlor expects that such testamentary assets will not be sufficient for such purposes) then the Trustee shall, upon the certification of any such insufficiency by the Settlor's executors, pay the amount of such insufficiency to or for the account of said executors. The Trustee may rely solely upon the written certification of such executors and shall have no duty or responsibility to make

any further inquiry or to take part in the determination of such taxes, and upon making such payments shall have no further liability to anyone whomsoever in connection therewith;

II. The Trustee shall pay the balance of the remaining principal of the trust as follows:

A. If either Paul G. Heroux or his wife, Lynn D. Heroux, shall survive the Settlor, the Trustee shall pay the same to a separate trust (hereinafter sometimes referred to as the "Charitable Remainder Unitrust") and shall hold, manage and dispose of the same as provided in Article Fifth hereof.

B. If neither Paul G. Heroux nor his wife, Lynn D. Heroux, shall survive the Settlor, the Trustee shall pay the same as follows:

- 15% thereof to The Waterbury Hospital  
Waterbury, Connecticut;
- 15% thereof to The National Foundation  
(March of Dimes) to be  
used for medical re-  
search in arthritis;
- 15% thereof to American Cancer Society,  
Incorporated to be  
used for medical re-  
search;
- 15% thereof to American Foundation  
for the Blind, Inc.;
- 15% thereof to First Church of Bethlehem  
(United Church of Christ)  
Bethlehem, Connecticut; and
- 25% thereof to The Cincinnati Symphony  
Orchestra in memory of  
Frank Dayton Jamison and  
Kathrine Dodd Jamison.

Fifth: Under Article Fourth hereof provision is made for the disposition under this Article Fifth of certain property in the event that either Paul G. Heroux or his wife, Lynn D. Heroux, shall survive the Settlor. The Trustee shall hold the same in the Charitable Remainder Unitrust and shall manage and dispose of the same as follows:

(A) If Paul G. Heroux shall survive the Settlor, then during his lifetime, the Trustee shall pay, in each taxable year of the Charitable Remainder Unitrust, to Paul G. Heroux an amount which shall be equal to six percent (6%) of the net fair market value of the trust assets, determined annually as of the first day of each taxable year of the trust.

(B) If Paul G. Heroux shall survive the Settlor and shall predecease his wife, Lynn D. Heroux, then after the death of Paul G. Heroux and during the lifetime of his wife, Lynn D. Heroux, the Trustee shall pay, in each taxable year of the Charitable Remainder Unitrust, to Lynn D. Heroux an amount which shall be equal to six percent (6%) of the net fair market value of the trust assets, determined annually as of the first day of each taxable year of the trust.

(C) If Paul G. Heroux shall not survive the Settlor and if his wife, Lynn D. Heroux shall survive the Settlor, then during the

lifetime of Lynn D. Beroux the Trustee shall pay, in each taxable year of the Charitable Remainder Unitrust, to Lynn D. Beroux an amount which shall be equal to six percent (6%) of the net fair market value of the trust assets, determined annually as of the first day of each taxable year of the trust.

Such amounts as are required to be paid to the above-named beneficiary under this Article Fifth shall hereinafter be referred to as "unitrust pay-outs." The beneficiary's entitlement to unitrust pay-outs from this Charitable Remainder Unitrust shall accrue on a daily basis (predicated on a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be); however, actual payments shall be made in quarterly installments. Such unitrust pay-outs shall be a first charge against the income and, to the extent necessary, a charge against the principal of the trust. Any income not so paid shall be added to principal.

The obligation to pay unitrust pay-outs shall commence with the date of the Settlor's death, but payment of the unitrust pay-outs may be deferred, but need not be deferred from the date of the Settlor's death to the end of the taxable year of the Charitable Remainder Unitrust in which occurs the complete funding of this Charitable Remainder Unitrust. Within a reasonable time after the occurrence of said event,

the Trustee shall pay to the beneficiary, in the case of an underpayment, or must receive from the beneficiary, in the case of an overpayment, the difference between (a) the total unitrust pay-out payable as determined under the manner described in Section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations and (b) the sum of any amount previously distributed and interest thereon computed at six per cent (6%) a year, compounded annually, from the date of distribution to the occurrence of said event.

In computing the net fair market value of the trust assets there shall be taken into account all accrued assets and accrued liabilities.

If the net fair market value of the trust assets is incorrectly determined, the Trustee shall pay to the beneficiary, in the case of an undervaluation, or must receive from the beneficiary, in the case of an overvaluation, an amount equal to the difference between the amount which the Trustee should have paid to the beneficiary if the correct value were used and the amount which the Trustee actually paid within a reasonable period after the final determination of such value.

(D) Upon the death of the survivor of Paul G. Heroux and his wife, Lynn D. Heroux, the Trustee shall pay over the then remaining principal as follows:

- 15% thereof to The Waterbury Hospital  
Waterbury, Connecticut;
- 15% thereof to The National Foundation  
(March of Dimes) to be  
used for medical re-  
search in arthritis;
- 15% thereof to American Cancer Society,  
Incorporated to be  
used for medical re-  
search;
- 15% thereof to American Foundation  
for the Blind, Inc.;
- 15% thereof to First Church of Bethlehem  
(United Church of Christ)  
Bethlehem, Connecticut; and
- 25% thereof to The Cincinnati Symphony  
Orchestra in memory of  
Frank Dayton Jamison and  
Kathrine Dodd Jamison.

(E) Without limiting any other powers granted by this agreement or authorized by law, the Trustee shall have the following powers and discretions:

(1) to invest and reinvest in any property, real or personal, and wherever situate, including, but not by way of limitation, common and preferred stocks, bonds, notes, debentures, mortgages and certificates of deposit, without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the trust properties;

(2) to retain any property at any time received by it;

(3) to sell or exchange any property at any time held by it at either public or private sale for cash or on credit and grant options for the purchase or exchange thereof;

(4) to participate in any plan of reorganization, consolidation, merger, combination or other similar plan relating to

such property and to consent to, or to oppose, any such plan and any action thereunder, or any contract, lease, mortgage, purchase, sale or other action by any corporation;

(5) to deposit any such property with any protective, reorganization or similar committee, to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such property so deposited;

(6) to exercise all conversion and subscription rights pertaining to any such property;

(7) to extend the time of payment of any obligation;

(8) to exercise all voting rights with respect to any investment and to grant proxies, discretionary or otherwise;

(9) to cause any investments to be registered and held in the name of one or more of its nominees, without increase or decrease of liability;

(10) To collect and receive any and all money and other property due to the trust and to give full discharge and acquittance therefor;

(11) to prepay or accept prepayment of any debt;

(12) to settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the trust; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the trust requires it; and to represent the trust in all suits or legal proceedings in any court of law or equity or before any body or tribunal; and

(13) Generally to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the trust properties.

(F) No additional property may be contributed to the Charitable Remainder Unitrust after the initial contribution.



(G) Nothing contained herein shall be construed as restricting the Trustee from investing assets of the Charitable Remainder Unitrust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

(H) No bond shall be required of the Trustee or of any successor Trustee acting hereunder.

(I) The Charitable Remainder Unitrust shall be irrevocable and may not be altered or amended.

(J) It is intended that the trust shall qualify as a charitable remainder unitrust as that term is used in section 664 of the Internal Revenue Code of 1954, as the same is now in force or may hereafter be amended in order that the contribution to the trust will, to the extent allowable, qualify for a deduction for Federal estate tax purposes. Accordingly, the provisions of the Charitable Remainder Unitrust shall be construed and interpreted so as to permit the trust to qualify as such charitable remainder unitrust and so as to permit the contribution to the trust to be deductible, to the extent allowable, for Federal estate tax purposes.

Sixth: Notwithstanding any direction to the contrary contained in this agreement, after the death

of the Settlor, except with respect to the unitrust payments, the Trustee is prohibited (i) from engaging in any act of "self-dealing" (as defined in section 4941(d) of the Internal Revenue Code of 1954), (ii) from retaining any "excess business holdings" (as defined in section 4943(c) of the Internal Revenue Code of 1954) which would subject the trust to tax under said section 4943, (iii) from making any investments which would subject this trust to tax under section 4944 of the Internal Revenue Code of 1954, and (iv) from making any "taxable expenditures" (as defined in section 4945(d) of the Internal Revenue Code of 1954). The Trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Internal Revenue Code of 1954.

Seventh: In the event that an organization to which a portion or all of the remaining principal of the trust is directed to be paid shall not exist or shall not be an exempt organization at the time of the Settlor's death, such portion or all, as the case may be, of the remaining principal of the trust shall be paid, in the same proportions as aforementioned, to such of the aforementioned organizations as shall then be in existence and exempt organizations, or, if none of the aforementioned organizations shall then be in existence and an exempt organization, the same shall be paid only to such exempt organization or exempt organizations, in the shares and proportions, as the Trustee, in its absolute discretion,

shall determine. As used herein the term "exempt organization" means an organization described in sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1954.

Eighth: It is expressly understood that the Trustee shall have the right at any time to resign by giving a written notice of its resignation to the Settlor.

Ninth: The Trustee shall have the right to employ counsel at the expense of the trust estate when, in the opinion of the Trustee, legal services may be necessary or proper in connection with the administration of the trust.


Tenth: The laws of the State of New York shall govern the validity, interpretation and administration of this agreement and the trusts herein created and the Trustee shall be liable to account only in the State of New York.

Eleventh: The Trustee by joining in the execution of this agreement hereby signifies its acceptance of the trust."

IN WITNESS WHEREOF, I, the said Natalie M. Dodd, have hereunto set my hand and seal this 18<sup>th</sup> day of May, 1976.

Natalie M. Dodd (L.S.)  
Natalie M. Dodd

In the Presence of:

  
\_\_\_\_\_

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF LITCHFIELD )

On this 18<sup>th</sup> day of May, 1976, before me personally came Natalie M. Dodd, to me known and known to me to be the person described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same.

Grace V. Linnage  
Notary Public  
My Commission Expires 3/31/81

The Trustee hereby consents to the foregoing alteration, amendment and modification and admits the delivery of the above instrument.

MORGAN GUARANTY TRUST COMPANY OF  
NEW YORK

By David J. Avenius  
C J

(SEAL)

ATTEST:

James P. Fallo  
ASSISTANT TRUST OFFICER

STATE OF NEW YORK )  
 : SS.:  
COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of May, 1976, before me personally came DAVID J. AVENIUS, to me known, who, being by me duly sworn, did depose and say that he resides at 162 Elm St., Tenafly, N. J. and is TRUST OFFICER of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing consent; that he knows the seal of said corporation; that the seal affixed to said consent is such corporate seal; that it was so affixed by order of the Board of Directors of such corporation and that he signed his name thereto by like order.

Frederic B. Linnage  
Notary Public, State of New York  
No. 27-9027423  
Qualified in Litchfield County  
Cert. Filed in New York County  
Commission Expires March 30, 1979



I, Natalie M. Dodd, of Bethlehem, Connecticut, make, publish and declare this to be my last will and testament, hereby revoking all other wills and codicils by me at any time heretofore made.

First: I give, devise and bequeath:

(i) to my cousin, Philip Young Williams, if he shall survive me, the sum of Fifty thousand dollars (\$50,000) and my oil painting of mother and two children by Jessie Wilcox Smith, the same to be delivered to him at the expense of my estate;

(ii) to my cousin, Katherine Williams Wilson, if she shall survive me, the sum of Twenty-five thousand dollars (\$25,000), my rosewood painting desk, my kidney-shaped desk, my small square three-drawer desk, my swing-leg mahogany card table, my large brass bucket and my breast pin of three black onyx circles with diamond in center, the same to be delivered to her at the expense of my estate; and

(iii) to Paul G. Heroux, if he shall survive me, all the rest, residue and remainder of the tangible personal property owned by me at the time of my death and all real property owned by me at the time of my death.

Second: If the legacy and devise to Paul G. Heroux under Article First of this my will shall lapse, I direct my executor to sell the property which is the subject of such lapsed legacy and devise and apply the proceeds toward the payment of my debts, funeral and administration expenses, taxes and general legacies, any excess to be added to the residuary estate.

**RECEIVED**

Date 9/13/84  
WOODBURY PROBATE COURT

Third: I give and bequeath:

- (1) to Hazel Corbin, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (2) to Sarah Ward Gould, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (3) to Anita M. Jones, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (4) to Margaret Reid, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (5) to Mary Harrigan, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (6) to Grace Roedel, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (7) to Dorothy Rogers, if she shall survive me, the sum of Ten thousand dollars (\$10,000);
- (8) to Roger J. Paquette, if he shall survive me, the sum of Ten thousand dollars (\$10,000);
- (9) to Kate Hyder, if she shall survive me, the sum of Five thousand dollars (\$5,000);
- (10) to Anne Ryle, if she shall survive me, the sum of Five thousand dollars (\$5,000);
- (11) to Betsy Elizabeth Braxton Crawford, if she shall survive me, the sum of Five thousand dollars (\$5,000); and
- (12) to Marguerite G. Booth, if she shall survive me, the sum of Two thousand, five hundred dollars (\$2,500).

Fourth: All the rest, residue and remainder of the property of every kind and description and wheresoever situated which shall belong to me or be subject to my disposal at the time of my death I give, devise and bequeath to Morgan Guaranty Trust Company of New York as Trustee under trust agreement made by me, as Settlor, bearing date of September 12, 1944, as amended. If Paul G. Heroux shall survive me, I expect that there will not be any property passing under this Article Fourth.

Fifth: All estate, inheritance, transfer, succession and other similar taxes imposed by reason of my death (together with interest and penalties, if any, thereon), including all such taxes imposed upon or with respect to the trust property held under the aforesaid trust agreement with Morgan Guaranty Trust Company of New York as Trustee or any other property which passes or has passed otherwise than under this my will or imposed upon or with respect to any recipient thereof, shall be paid out of my estate as an expense of administration thereof and shall not be apportioned. If my testamentary assets passing under this my will are not sufficient, without resorting to property which I have specifically devised or bequeathed hereunder, to pay my debts and funeral and administration expenses, (including attorneys' fees and executor's commissions) and all such estate, inheritance, transfer, succession and other similar taxes (and interest and penalties, if any thereon), and all legacies (if Paul G. Heroux shall survive me, I expect that such testamentary assets will not be sufficient for such purpose) then I direct my executors to certify the amount



of such insufficiency to the Trustee acting under the afore-  
said trust agreement and I direct said Trustee to pay such  
amount out of the principal of the trust property to or  
for the account of my executors.

Sixth: I appoint John J. Barrett and Paul G.  
Heroux executors of this my will.

If neither John J. Barrett nor Paul G.  
Heroux shall qualify as executor, or one, or both, having  
qualified, if neither shall complete the estate adminis-  
tration, I appoint Morgan Guaranty Trust Company of New York  
executor hereof. If Morgan Guaranty Trust Company of New York  
acts as executor, it shall be entitled to receive compensation  
of not less than ten thousand dollars (\$10,000).

I direct that no bond or other security  
shall be required of any executor, preliminary executor or  
administrator c.t.a. hereof.

IN WITNESS WHEREOF, I have hereunto set my hand  
and seal this 18<sup>th</sup> day of May, 1976.

Natalie M. Dodd



Signed, sealed, published and declared by  
Natalie M. Dodd, the testatrix, as and for her last will  
and testament in our presence; and we thereupon, at her  
request and in her presence and in the presence of each  
other, have hereunto subscribed our names as attesting  
witnesses and our respective places of residence on the  
day of the execution thereof.

[Signature] residing at 320 East 79 St NYC  
[Signature] residing at Woolbury, Conn  
\_\_\_\_\_ residing at \_\_\_\_\_

STATE OF CONNECTICUT )  
                                  : SS.:  
COUNTY OF LITCHFIELD )

May 18, 1976

Then and there personally appeared the within  
named JOHN J. BARRETT  
and CARLETON K. MATHEWS \_\_\_\_\_, who, being duly sworn,  
depose and say: that they witnessed the execution of  
the within will of the within named testatrix, Natalie M.  
Dodd; that said testatrix subscribed said will and de-  
clared the same to be her last will and testament in  
their presence; that they thereafter subscribed the same  
as witnesses in the presence of said testatrix and in the  
presence of each other and at the request of said testa-  
trix; that the said testatrix at the time of the execution  
of said will appeared to them to be of full age and of  
sound mind and memory and that they make this affidavit  
at the request of said testatrix.

[Signature]  
[Signature]  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me the day and year  
above written.

[Signature]  
Notary Public  
My commission expires 3/31/81

A CERTIFIED COPY

ATTEST: [Signature]  
JUDGE - CLERK



LAST WILL AND TESTAMENT  
AND CODICIL  
OF  
JOHN P. ELTON  
LATE OF  
WATERBURY, CONNECTICUT

I, JOHN P. ELTON, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills and codicils by me at any time heretofore made.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

2. I give and bequeath to my wife, ELIZABETH DEBORAH STEELE ELTON, should she survive me, all of my household furniture and furnishings, household supplies, books, pictures, wearing apparel, jewelry, and all articles of a similar and personal nature, together with my automobiles and garage equipment and tools appurtenant thereto, to be hers absolutely. Should my said wife not survive me, I give and bequeath said foregoing property to my daughters, DEBORAH RICHMOND ELTON ALLEN and CHARLOTTE ELTON CROSS, to be divided equally between them, as nearly as may be by my Executor.

3. Whereas in my years of participation in the administration of the government of the City of Waterbury and in the development and centralization of its activities in or about the location of the present City Hall I have observed and still anticipate a need for land in that locality to be perpetually available for the expansion of its civic functions, I give, devise and bequeath to the CITY OF WATERBURY, a municipal corporation located in the State of Connecticut, the real property used by me as a homestead and situated at the corner of Grand Street and Church Street, in said Waterbury, provided, however, that my wife, Elizabeth Deborah Steele Elton, shall be entitled to occupy the same as her home for and dur-

ing her life, or so long as she shall desire to do so, she to pay the expenses of upkeep of said property and all taxes properly to be levied thereon during the period of her occupancy, and further provided, that no building or other superstructure shall be built or placed upon the westerly portion of said land within twenty (20) feet of the present building of The Southern New England Telephone Company, to be to the City of Waterbury, and its successors and assigns, forever. It is my earnest desire, without hereby intending to create a trust or to restrain in any way the alienation of said property should it seem desirable so to do, that the City of Waterbury continue to hold said property and use the same for public, civic or municipal purposes.

4. I give and bequeath to THE MATTA-TUCK HISTORICAL SOCIETY, of Waterbury, Connecticut, my entire collection of postage stamps, to be its absolutely. It is my desire that the collection of United States stamps and other items not of local historical value be sold and that the net proceeds thereof be added to the permanent funds of the Society. As to the collection of Waterbury cancellations, which are of local interest value, it is my desire that these either be retained for exhibition purposes or be sold as said Society may think will most contribute to the purposes and interests of the Society. Should said collection of Waterbury cancellations be sold, I direct that the net proceeds thereof be added to the permanent fund of the Society.

5. I give and bequeath to EZEKIEL ACEBO, if he be in my employ at the time of my death, the sum of One Thousand Dollars (\$1,000.00) to be his absolutely. To each of the other servants who may be employed in my household at my death, except Mrs. IDA

JOHNSON for whom other provision is made, I give and bequeath the sum of One Hundred Dollars (\$100.00) for each full year of such service, to be to each of them absolutely.

6. I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Hundred Thousand Dollars (\$100,000.00) in trust, however, for the following purposes:

Said Trustee shall pay over the net income arising therefrom to my wife, ELIZABETH DEBORAH STEELE ELTON, quarterly or at such other periods as may be mutually agreed upon, for and during her life.

Upon the death of my said wife, or if she shall predecease me then upon my death, said Trustee shall pay over from the income thereof the sum of One Hundred Dollars (\$100.00) each month to Mrs. IDA JOHNSON, for and during her life and upon her death to her husband, Mr. GUSTAV JOHNSON, for and during his life. The balance of said net income and the entire net income after the death of my said wife and the said Ida and Gustav Johnson, shall be paid over, quarterly or at such other periods as may be mutually agreed upon, in equal shares, to ST. JOHN'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Waterbury, Connecticut, and to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be to each of them absolutely.

7. I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Hundred Thousand Dollars (\$100,000.00), in trust, however, for the following purposes:

Said Trustee shall pay over the net income arising therefrom to my daughter, DEBORAH ELTON ALLEN, quarterly or at such other

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periods as may be mutually agreed upon, for and during her life.

Upon the death of my daughter, or if she should predecease me then upon my death, the trust fund then in the hands of the Trustee shall be divided by the Trustee among the then living issue of said daughter in shares per stirpes, and the Trustee shall hold in trust or pay over such shares as follows:

A. The share of any of said issue who were born prior to the death of the Testator shall be separately held in trust for each such issue. The Trustee shall apply for or pay over to each of said issue, quarterly or at such other periods as may be mutually agreed upon, for and during the life of each, the net income arising from his or her share, provided, however, that if said issue be under twenty-one years of age the Trustee shall apply for or pay over to such issue only so much of the net income as it shall deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee. Upon the death of each of said issue, his or her trust fund shall be disposed of as follows:

(a) Should said issue leave surviving issue, his or her trust fund shall be divided among his or her issue in shares per stirpes, to be held in trust, however, and the Trustee shall apply for or pay over to such issue all or such portion of the net income of his or her share as the Trustee may in its sole discretion deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee, until such issue attains the age of twenty-one years, at which time the trust shall cease and the trust fund then in the hands of the Trustee shall be paid over and



delivered to such issue to be theirs absolutely, free of all trust. Should any of such issue die before attaining the age of twenty-one years the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any there be, free of all trust, or if there be none, to the then living brothers or sisters of such issue, or if none, to the other then living issue of my said daughter, taking per stirpes, or if none, to my other then living issue taking per stirpes, in each case to be added to any then existing trust funds of the taker created under this paragraph of my will, or if none, to become theirs absolutely, free of all trust.

(b) Should said issue leave no surviving issue, his or her trust fund shall be divided among his or her then living brothers or sisters, and the then living issue of deceased brothers or sisters, in shares per stirpes, or if there be none, among the other then living issue of my said daughter in shares per stirpes, or if none, to my other then living issue in shares per stirpes, in each case to be added to any then existing trust funds of the taker created under this paragraph of my will, or if none, to become theirs absolutely, free of all trust.

B. The shares of any of said issue who were born after the death of the Testator and who have attained the age of twenty-one years shall be paid over to them, to be theirs absolutely. The shares of any of said issue who were born after the death of the Testator and who have not attained the age of twenty-one years, shall be held separately in trust, and the Trustee shall apply for or pay over to such issue all or such portion of the net income thereof as it may in its sole discretion deem proper and necessary for the support and education of

such issue, retained income to be accumulated or added to principal at the discretion of the Trustee until such issue attains the age of twenty-one years, at which time the trust shall cease and the trust fund then in the hands of the Trustee shall be paid over and delivered to such issue to be theirs absolutely, free of all trust. Should any of such issue die before attaining the age of twenty-one years the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any there be, free of all trust, or if there be none, to the then living brothers and sisters of such issue, or if none, to my other daughter or if she be deceased to her then living issue, taking per stirpes, in each case to be added to any then existing trust funds of the taker created hereunder, or if none, to become theirs absolutely, free of all trust.

C. At any time during the continuance of any of the trusts established under Paragraphs A. and B. hereof should any of the beneficiaries thereof be without sufficient resources for his or her comfortable support and education I authorize and empower the Trustee to use for or pay over to such beneficiary so much of the principal of its trust fund as the Trustee shall in its sole discretion deem wise and reasonable therefor.

8. I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Hundred Thousand Dollars (\$100,000.00), in trust, however, for the following purposes:

Said Trustee shall pay over the net income arising therefrom to my daughter, CHARLOTTE ELTON CROSS, quarterly or at such other periods as may be mutually agreed upon, for and during her life.

Upon the death of my daughter, or if she should predecease me then upon my death, the trust fund then in the hands of the Trustee shall be divided by the Trustee among the then living issue of such daughter in shares per stirpes, and the Trustee shall hold in trust or pay over such shares as follows:

A. The share of any of said issue who were born prior to the death of the Testator shall be separately held in trust for each such issue. The Trustee shall apply for or pay over to each of said issue, quarterly or at such other periods as may be mutually agreed upon, for and during the life of each, the net income arising from his or her share, provided, however, that if said issue be under twenty-one years of age the Trustee shall apply for or pay over to such issue only so much of the net income as it shall deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee. Upon the death of each of said issue, his or her trust fund shall be disposed of as follows:

(a) Should said issue leave surviving issue, his or her trust fund shall be divided among his or her issue in shares per stirpes, to be held in trust, however, and the Trustee shall apply for or pay over to such issue all or such portion of the net income of his or her share as the Trustee may in its sole discretion deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee, until such issue attains the age of twenty-one years, at which time the trust shall cease and the trust fund then in the hands of the Trustee shall be paid over and delivered to such issue to be theirs absolutely, free of all trust. Should any of such issue die

before attaining the age of twenty-one years the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any there be, free of all trust, or if there be none, to the then living brothers or sisters of such issue, or if none, to the other then living issue of my said daughter, taking per stirpes, or if none, to my other then living issue taking per stirpes, in each case to be added to any then existing trust funds of the taker created under this paragraph of my will, or if none, to become theirs absolutely, free of all trust.

(b) Should said issue leave no surviving issue, his or her trust fund shall be divided among his or her then living brothers or sisters, and the then living issue of deceased brothers or sisters, in shares per stirpes, or if there be none, among the other then living issue of my said daughter in shares per stirpes, or if none, to my other then living issue in shares per stirpes, in each case to be added to any then existing trust funds of the taker created under this paragraph of my will, or if none, to become theirs absolutely, free of all trust.

B. The shares of any of said issue who were born after the death of the Testator and who have attained the age of twenty-one years shall be paid over to them, to be theirs absolutely. The shares of any of said issue who were born after the death of the Testator and who have not attained the age of twenty-one years, shall be held separately in trust, and the Trustee shall apply for or pay over to such issue all or such portion of the net income thereof as it may in its sole discretion deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the

Trustee until such issue attains the age of twenty-one years, at which time the trust shall cease and the trust fund then in the hands of the Trustee shall be paid over and delivered to such issue to be theirs absolutely, free of all trust. Should any of such issue die before attaining the age of twenty-one years the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any there be, free of all trust, or if there be none, to the then living brothers and sisters of such issue, or if none, to my other daughter or if she be deceased to her then living issue, taking per stirpes, in each case to be added to any then existing trust funds of the taker created hereunder, or if none, to become theirs absolutely, free of all trust.

C. At any time during the continuance of any of the trusts established under Paragraphs A. and B. hereof should any of the beneficiaries thereof be without sufficient resources for his or her comfortable support and education I authorize and empower the Trustee to use for or pay over to such beneficiary so much of the principal of its trust fund as the Trustee shall in its sole discretion deem wise and reasonable therefor.

9. I give and bequeath to TRINITY COLLEGE, of Hartford, Connecticut, to be added to and become a part of the Elton Scholarship Fund established by my father, the sum of Fifteen Thousand Dollars (\$15,000.00).

10. All of the rest and residue of my estate, both real and personal, and wheresoever situated, including any lapsed or void legacies or devises, I give, devise and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, in trust, however, for the following purposes:

Said Trustee shall pay over the net income arising therefrom to my wife, ELIZABETH DEBORAH STEELE ELTON, quarterly or at such other periods as may be mutually agreed upon, for and during her life. If said net income, together with such other income as she may have, shall be insufficient for her comfortable support and maintenance, I hereby authorize and empower said Trustee to pay over to my said wife, from time to time, so much of the principal of this trust fund as, in its discretion, shall be necessary for such purposes.

Upon the death of my said wife, or if she shall predecease me then upon my death, said Trustee shall distribute the principal of said trust fund then remaining as follows:

The sum of Twenty-five Thousand Dollars (\$25,000.00) shall be held in a separate trust by said Trustee for the benefit of my son, SAMUEL ELTON, and the sum of Twenty-five Thousand Dollars (\$25,000.00) shall be held in a separate trust by said Trustee for the benefit of my son, JOHN BUELL ELTON. Said Trustee shall pay over the net income arising from the trust fund of each to each of my said sons, quarterly or at such other periods as may be mutually agreed upon, for and during the life of each. If said net income, together with such other resources as each son may have, shall be insufficient for his comfortable support and maintenance, I hereby authorize and empower said Trustee to pay over to each son, from time to time, so much of the principal of the fund then held for his benefit as, in its sole discretion, shall be necessary for such purposes, provided, however, that as to either of my said sons the Trustee shall not so pay over to him in excess of One Thousand Dollars (\$1,000.00) of principal in any one year. Upon

the death of either son or should either son be not living at the time appointed for setting up the trust fund as to him, the trust fund as to such son shall cease and determine and the principal thereof then remaining shall be paid over to his issue then living, taking per stirpes, or if there be no issue then living shall be divided per stirpes among the other of my children then living and the then living issue of any children who may then be deceased, in each case to be added to any then existing trust fund of the taker created hereunder, or, if none, to become theirs absolutely.

The sum of Fifty Thousand Dollars (\$50,000.00) shall be held in a separate trust by said Trustee in perpetuity, the net income thereof to be paid over quarterly, or at such other periods as may be mutually agreed upon, to THE WATERBURY FOUNDATION, a charitable corporation of Waterbury, Connecticut, to be used by it for such public, charitable or educational uses and purposes within its corporate powers as may from time to time be determined by its Board of Trustees.

The remainder of said principal shall be divided into two equal parts, one of said equal parts to be held in a separate trust by said Trustee for the benefit of my daughter, DEBORAH RICHMOND ELTON ALLEN, and one of said equal parts to be held in a separate trust by said Trustee for the benefit of my daughter, CHARLOTTE ELTON CROSS, on terms as follows: Said Trustee shall pay over the net income arising from the trust fund of each to each of my said daughters, quarterly or at such other periods as may be mutually agreed upon, for and during the life of each. If said net income, together with such other resources as each daughter may have, shall be insufficient for her comfortable support and

maintenance, I hereby authorize and empower said Trustee to pay over to each daughter, from time to time, so much of the principal of the trust fund then held for her benefit, as, in its sole discretion, shall be necessary for such purposes.

Upon the death of either daughter or should either daughter be not living at the time appointed for setting up the trust fund as to her, the trust fund as to such daughter shall cease and determine, and the principal thereof then remaining shall be paid over and divided as follows:

Should there be no issue of my said daughter then living, the principal of the trust fund then remaining shall be added to and become a part of the trust fund of my other daughter, to be held and disposed of as a part thereof.

Should there be issue of my said daughter then living, the Trustee shall divide the trust fund then in its hands among the then living issue of such daughter in shares per stirpes, and the Trustee shall hold in trust or pay over such shares as follows:

A. The shares of any of said issue who were born prior to the death of the Testator and who have attained the age of thirty-five years shall be paid over to them to be theirs absolutely. The shares of any of said issue who were born prior to the death of the Testator and who have not attained the age of thirty-five years shall be held separately in trust and the Trustee shall apply for or pay over to such issue all or such portion of the net income thereof as it may in its sole discretion deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee until such issue at-



tains the age of thirty-five years, at which time the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over and delivered to such issue, to be theirs absolutely, free of all trust. Should any of such issue die before attaining the age of thirty-five years, the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any there be, free of all trust, or if there be none, to the other living brothers and sisters of such issue, or if none, to my other daughter or if she be deceased to her then living issue, taking per stirpes, in each case to be added to any then existing trust fund of the taker hereunder or if none, to become theirs absolutely, free of all trust.

B. The shares of any of said issue who were born after the death of the Testator and who have attained the age of twenty-one years shall be paid over to them, to be theirs absolutely. The shares of any of said issue who were born after the death of the Testator and who have not attained the age of twenty-one years, shall be held separately in trust, and the Trustee shall apply for or pay over to such issue all or such portion of the net income thereof as it may in its sole discretion deem proper and necessary for the support and education of such issue, retained income to be accumulated or added to principal at the discretion of the Trustee until such issue attains the age of twenty-one years, at which time the trust shall cease and the trust fund then in the hands of the Trustee shall be paid over and delivered to such issue to be theirs absolutely, free of all trust. Should any of such issue die before attaining the age of twenty-one years the trust shall cease and the trust funds then in the hands of the Trustee shall be paid over to the then living issue of such issue, if any

there be, free of all trust, or if there be none, to the then living brothers and sisters of such issue, or if none, to my other daughter or if she be deceased to her then living issue, taking per stirpes, in each case to be added to any then existing trust funds of the taker created hereunder, or if none, to become theirs absolutely, free of all trust.

C. At any time during the continuance of any of the trusts established under Paragraphs A. and B. hereof should any of the beneficiaries thereof be without sufficient resources for his or her comfortable support and education I authorize and empower the Trustee to use for or pay over to such beneficiary so much of the principal of its trust fund as the Trustee shall in its sole discretion deem wise and reasonable therefor.

11. I direct that all transfer, estate, inheritance, succession and other similar taxes or duties, whether State or Federal, that may be levied or assessed upon or with respect to my estate, or upon or with respect to any property which is included as part of my gross estate for the purposes of any such tax, or upon or with respect to any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate as an expense of administration, and shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed to any of them.

12. I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will. I further direct that no bonds be required of it in its capacity as Executor or as Trustee of the trusts hereinbefore

created. I further give to my said Executor and Trustee in its respective capacities power to sell and convey any and all real estate not specifically devised, without an order of court, upon such terms, including the taking of a purchase money mortgage, as it may deem wise, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower my said Executor and Trustee to sell, exchange, transfer or otherwise dispose of any and all other property from time to time acquired by it in its respective capacities, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise, including stocks, bonds and other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter enacted, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds held by it from any investment or reinvestment made or retained by it in good faith. And whereas I have for many years, as a stockholder and director, been active in the affairs of The Colonial Trust Company and am desirous that my holdings therein be not disposed of unless deemed necessary, I particularly direct that my said Executor and Trustee may retain any shares of stock of said The Colonial Trust Company that I may own at my death, distributing the same among the trust funds at its discretion, and that under no circumstances shall it be or become liable for any loss by reason of the retention of such stock. I further direct that said Executor and Trustee need not create a sinking fund from income or otherwise make good to principal any loss on securities purchased when from the falling due of said securities or otherwise the original cost thereof is lost in whole or in part

nor credit income or otherwise make adjustment between income and principal by reason of the fact that securities may be purchased or acquired at a discount, nor shall the income be charged in any form with losses arising from depreciation in the principal of the trust. I further authorize my said Executor and Trustee in its discretion to make payment of any legacies provided for in this will and also partial and final distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, and its judgment therein shall be binding and conclusive on all parties. I further direct that all expenses incurred, including trustee's commission, shall be charged to principal or income as my said Executor and Trustee shall, in its sole discretion, deem fit and proper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 29th day of November, A. D. 1946.

JOHN P. ELTON (L. S.)

Signed and sealed by the within named Testator, JOHN P. ELTON, and by him declared to be his Last Will and Testament in our presence, who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 29th day of November, A. D. 1946.

Variell Hungerford Upson

Lena W. Boisvert

C. T. Wilson

} Witnesses

STATE OF CONNECTICUT }  
 COUNTY OF NEW HAVEN } ss. Waterbury

Be it remembered that on this 29th day of November, A. D. 1946, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named Testator, JOHN P. ELTON, and subscribed the same in his presence and at his request, and in the presence of each other; that the said JOHN P. ELTON, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory; that he signed said will and declared the same to be his Last Will and Testament in their presence, and that they make and sign this affidavit at the request of said Testator.

Variell Hungerford Upson of Oakville, Conn.

Lena W. Boisvert of Waterbury, Conn.

C. T. Wilson of Middlebury, Conn.

Subscribed and sworn to, before me,  
 this 29th day of November, A. D: 1946.

ROBERT S. WALKER,

Notary Public.



I, JOHN P. ELTON, of the Town of Waterbury, County of New Haven, State of Connecticut, do make and constitute this as and for a Codicil to my Last Will and Testament dated November 29, 1946.

1. Paragraph 6 of my said Will of November 29, 1946, is hereby amended so that the same shall read as follows:

6. I give and bequeath to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, the sum of One Hundred Thousand Dollars (\$100,000.00), in trust, however, for the following purposes:

Said Trustee shall pay over from the net income thereof the sum of Fifty Dollars (\$50.00) each month to OTTO NILSEN, of East Hampton, Connecticut, for and during his life, and the balance of said net income and the entire net income in the event of the death of said Otto Nilsen, to my wife, ELIZABETH DEBORAH STEELE ELTON, quarterly or at such other periods as may be mutually agreed upon, for and during her life.

Upon the death of my said wife, or if she shall predecease me then upon my death, said Trustee shall, subject to the aforesaid payments to the said Otto Nilsen, pay over from the net income thereof the sum of One Hundred Dollars (\$100.00) each month to MRS. IDA JOHNSON, for and during her life, and upon her death to her husband, MR. GUSTAV JOHNSON, for and during his life. The balance of said net income and the entire net income after the deaths of my said wife and the said Otto Nilsen, Mrs. Ida Johnson and Mr. Gustav Johnson shall be paid over, quarterly or at such other periods as may be mutually

agreed upon, in equal shares, to ST. JOHN'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Waterbury, Connecticut, and to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be to each of them absolutely.

2. Except as thus amended, I hereby ratify and confirm my said will.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 26th day of June, A. D. 1947.

JOHN P. ELTON (SEAL)

Signed and sealed by the within named Testator, JOHN P. ELTON, and by him declared to be a Codicil to his Last Will and Testament dated November 29, 1946, in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 26th day of June, A. D. 1947.

Variell Hungerford Upson

C. T. Wilson

Gustav A. Anderson

} Witnesses



STATE OF CONNECTICUT }  
 COUNTY OF NEW HAVEN } ss. Waterbury

Be it remembered that on this 26th day of June, A. D. 1947, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within Codicil of the within named Testator, JOHN P. ELTON; and subscribed the same as witnesses in his presence and at his request, and in the presence of each other; that the said JOHN P. ELTON, at the time of the execution of said Codicil appeared to them to be of full age and of sound mind and memory; that he signed said Codicil and declared the same to be a Codicil to his Last Will and Testament dated November 29, 1946, in their presence; and that they make and sign this affidavit at the request of said Testator.

Variell Hungerford Upson of Oakville, Conn.

C. T. Wilson of Middlebury, Conn.

Gustav A. Anderson of Middlebury, Conn.

Subscribed and sworn to before me,  
 the day and year above written,

ROBERT S. WALKER,

Notary Public.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } ss. Waterbury

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This certifies that the within and foregoing is a true and correct copy of the Last Will and Testament and Codicil of John P. Elton, on file in the Probate Court for the District of Waterbury.

Attest:

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John P. Elton died on the 8th day of March 1948. The foregoing Will was admitted to probate in the Probate Court for the District of Waterbury, Connecticut, and The Colonial Trust Company of Waterbury, Connecticut was confirmed as Executor on the 11th day of March 1948.



I, J. Lincoln Ferris, of Hartford, Connecticut, do make, publish and declare the following to be my last will and testament:

First. I direct that all debts and expenses be paid, and that all succession, legacy and transfer taxes, state and federal, be paid out of the rest and residue of the estate as an expense in the settlement thereof.

Second. If I have not, during my lifetime, given the North arms collection to the Connecticut Historical Society, I direct that said collection be kept as a part of the residue of the estate, in trust, so long as my daughter and my grandson Stanhope, or either of them, shall live, for their use and benefit, under such reasonable terms as the trustee may prescribe, and upon the death of the last survivor of my daughter and grandson Stanhope, if there shall then be living any descendants of mine, born to, not adopted by, my daughter or grandson, I direct that the collection be transferred, as a whole, to one member thereof, as a distributive share or part of a distributive share of his or her share of the estate; or if there are no such issue of mine living at the death of the last survivor of my daughter and grandson, I give said collection to the Connecticut Historical Society.

Third: I give and bequeath to my said daughter Phyllis, if she shall survive me, any and all notes, secured or unsecured, made by her and payable to me, and direct that any and all such notes be cancelled by the executor; with any and all interest then due thereon.

I also give and bequeath to my daughter Phyllis, if she shall survive me, all the rest and residue of my household furniture, furnishings, jewelry and articles for personal use, wherever located; and I further give to my daughter Phyllis the sum of five thousand dollars. (\$5,000)

Fourth: I give to the First Congregational Church of Plymouth, Connecticut, the sum of one thousand dollars (\$1,000.)

I give to Kate E. Fenn of Plymouth the sum of one thousand dollars (\$1,000). If she should predecease me I give said sum of one thousand dollars to her sister Grace F. Tollet.

I give to Arthur N. Stiles of South Windsor, the sum of three thousand dollars (\$3,000.)

I give to my cousin Ellen W. Ganister of Philadelphia the sum of five hundred dollars (\$500.)

I give to James Kelley of Plymouth the sum of one thousand dollars (\$1,000.)

I give to Anne Kelley, sister of said James Kelley, the sum of one thousand dollars (\$1,000.)

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I give to Trinity Parish of Hartford the sum of one thousand dollars (\$1,000).

Fifth: All the rest and residue of my property and estate, both real and personal and wherever located, I give devise and bequeath to the said The Hartford Connecticut Trust Company, its successor or successors, in trust, for the following uses and purposes:

To hold, manage, sell or exchange any stocks, bonds or other personal property held in trust at any time, to rent or lease any real estate; to continue to hold in trust any property received from the executor which may have been held in trust; to subscribe on any rights, or buy or sell any fractional shares appertaining to or issued upon any securities of the estate or trust funds, or to sell any such rights or fractional shares; to buy or sell any furniture or furnishings, or deliver any such effects to a legatee under this will; to invest the proceeds of sales or any principal cash on hand at any time in such investments as savings banks and life insurance companies are by the laws of this state authorized to invest; and to dispose of the net income as follows:

A. To pay the net income to my daughter Phyllis, or sell and expend the same for her benefit and for her sole and separate use, during her life, and further, if at any time the income available for her,

together with such other income or resources as she may have, shall be, in the judgment of the trustee, insufficient for her support and maintenance or care in illness or other emergency, I authorize the trustee to pay to her or use and expend for her benefit, so much of the principal as the trustee in its discretion shall find and decide to be necessary for the purposes aforesaid.

B. Upon the death of my said daughter, or if she should predecease me, if my grandson Stanhope Fern Cunningham is living, I direct the trustee to hold or continue to hold the fund in trust, as aforesaid during his life, and to pay to him or use and expend for his benefit, or accumulate for his benefit, the net income thereof; and if at any time it is necessary for his support and maintenance, or care in illness, to pay to him or use and expend for his benefit, in addition to the income or such other resources of his own as he may have, so much of the principal as the trustee shall find and decide to be necessary for the purposes aforesaid.

C. Upon the death of the last survivor of my daughter Phyllis and said grandson Stanhope, if there are then living any blood descendants of mine, born to, not adopted by, any children or descendants of mine, I give devise and bequeath all the rest and residue of the property and estate

them held in trust to such descendants,  
per stirps and not per capita.

19. If, upon the death of the last survivor  
of my daughter Phyllis and grandson Stanhope,  
or if both should predecease me, there are no such  
descendants of mine living, I give devise and  
bequeath all the real and personal of my estate  
or any and all property then held in trust, to such  
of the following named institutions or their  
successors, respectively, as shall there be in  
existence, in equal shares, share and share alike.

1. To the First Congregational Church of Plymouth  
Vermont, Connecticut;
2. To Trinity Parish, of said Hartford;
3. To The Hartford Hospital of said Hartford;
4. To Saint Francis Hospital of said Hartford;
5. To the Waterbury Hospital of Waterbury, Connecticut.

I request that the shares or property that  
may be received by the above named institutions  
shall be added to their principal funds and kept  
separately invested, and that only the income be used for  
the general purposes of said institutions respectively.

20th. None of the income or principal of any  
property devised and bequeathed by me, outright  
or in trust, shall be subject to anticipation, alienation  
or assignment by any legatee or beneficiary, or subject to  
the claims of any creditor of any beneficiary or legatee.



8.

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W1345 no 114

Seventh, I appoint the said The Hartford Connecticut Trust Company of Hartford to be the Executor of this my last will and testament.

I authorize the Executor to pay any legacies at any time after the expiration of sixty days from and after the acceptance and approval of the will by the Court of Probate, to pay out of the estate all charges and expenses for the care, protection and disposal of any furniture or other personal property; to decide whether any money is to be considered as income or as principal; and to make distribution of any part of the estate if required. I authorize the trustee to make distribution of any property held in trust whenever distribution thereof is required by the terms of this will or any codicil thereto.

In witness whereof I have hereunto set my hand and seal this twenty-third day of October A.D. one thousand nine hundred and fifty

J Lincoln Fenn (L.S.)

Signed, sealed, published and declared as and for and to be his last will and testament by the testator, J Lincoln Fenn, in our presence, and we in his presence and in the presence of each other and at his request, have

7 herewith subscribed our names as witnesses  
this twenty-third day of October

A. A. one thousand nine hundred and fifty

Clinton Jackson of West Hartford, Conn.

H. Robert Van Hook of Hartford, Conn.

Oliver W. Jones, Jr. of West Hartford, Conn.

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1345 no 116

State of Connecticut }  
County of Hartford } ss. Hartford Oct. 23, 1950

The within named Clinton Jackson  
H. Robert Van Laasbeck Vincent W. Jones, Jr.  
being duly sworn to depose and say,  
that they witnessed the within will of the within  
named testator J. Lincoln Ferra and subscribed  
our names as witnesses thereto in his presence  
and in the presence of each other and at  
his request; that the testator at the time of signing  
said will was of full age and of sound and  
disposing mind and memory and competent  
to dispose by will of real and personal property  
that he signed said will and declared the same to  
be his last will and testament in our presence  
and that this affidavit is made at the request  
of the testator.

Clinton Jackson of West Hartford, Conn.  
H. R. Van Laasbeck of Hartford, Conn.  
Vincent W. Jones, Jr. of West Hartford, Conn.

Subscribed and sworn to this 23  
day of October A.D. 1950

before me  
PROVED, APPROVED and ADMITTED

to PROBATE THIS 4th DAY of  
April 1963.

*[Signature]*  
JUDGE

*[Signature]*  
ROBERT W. HILTON  
CLERK OF SUPERIOR COURT  
HARTFORD, CONNECTICUT



KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned,  
I. KENT FULTON, of Salisbury, Connecticut, being of sound and dis-  
posing mind and memory, do make, publish and declare the follow-  
ing to be my last will and testament, hereby revoking all former  
wills by me made:

FIRST: I direct that all inheritance, succession, legacy  
and transfer taxes levied or imposed by the State of Connecticut,  
or by the United States, or by any other state or country, upon  
any property or upon any gift or devise passing under this will,  
shall be paid by my executor out of the residue of my estate and  
charged and allowed as an item of the expense of administration  
thereof.

SECOND: I give and bequeath all my household furniture  
and furnishings, including my rugs, books, pictures, china,  
silverware, my clothing, jewelry and personal effects generally,  
and any automobiles with their accessories which I may own at the  
time of my death, to my wife, Elizabeth Warner Fulton, to be hers  
absolutely. Should my said wife not survive me, I give and be-  
queath all said articles to my son, Wells Fulton, to be his ab-  
solutely.

THIRD: All my real estate wherever situated, or any in-  
terest in real estate which I may own at the time of my death, I  
give and devise to my wife, Elizabeth Warner Fulton, to be hers  
in fee simple. Should my said wife not survive me, I give and  
devise all my said real estate, or any interest therein, to my  
said son, Wells Fulton, to be his in fee simple.

FOURTH: To my wife, Elizabeth Warner Fulton, I give the  
sum of One Hundred Thousand Dollars (\$100,000).

FIFTH: To my son, Wells Fulton, I give the sum of One  
Hundred Thousand Dollars (\$100,000).

SIXTH: To my granddaughter, Jane Fulton, I give the sum of Ten Thousand Dollars (\$10,000.)

SEVENTH: To my trustee hereinafter named I give and bequeath the sum of Fifty Thousand Dollars (\$50,000) to be held by it in trust and the net income thereof paid over annually to the Board of Park Commissioners of the City of Waterbury, Connecticut, to be expended by them for the general upkeep of Fulton Park in said Waterbury.

EIGHTH: To my trustee hereinafter named I give and bequeath the sum of Fifty Thousand Dollars (\$50,000) to be held by it as a trust fund which shall be known as the "Fulton Fund", and the purpose of which shall be to assist deserving graduates of the Regional High School District No. 1, of Litchfield County, Connecticut, to obtain a higher education, and for this purpose I direct my trustee to pay over the net income of this trust fund at least annually to the Regional High School Board, or to whatever body shall succeed to substantially the functions now exercised by said School Board, the amounts so paid over to be used by said School Board, or its successors, in such a way as will in their opinion, after consultation with the Principal for the time being of the Regional High School District No. 1 of Litchfield County, Connecticut, best aid deserving graduates of that School who shall be residents of the Town of Salisbury, Litchfield County, Connecticut, to obtain a higher education, if they have already displayed a marked aptitude for such further education, which they could not otherwise expect to obtain without this financial assistance. It is not my intent that the entire net income shall necessarily be used or expended in each year, but a part or all thereof may be reserved by said School Board, or its successors, until such time as it is of the opinion, after consultation with the Principal of the High School, that there are graduates of said

School, residents of the Town of Salisbury, who are worthy and desirous of this aid.

NINTH: To my trustee hereinafter named I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000), to be held by it in trust and the net income thereof to be paid over annually to the Hartford Hospital, of Hartford, Connecticut, to be used by said Hospital for its general uses and purposes.

TENTH: To my trustee hereinafter named I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000), to be held by it in trust and the net income thereof to be paid over annually to the Waterbury Hospital, of Waterbury, Connecticut, to be used by said Hospital for its general uses and purposes.

ELEVENTH: To my trustee hereinafter named I give and bequeath the sum of Twenty-five Thousand Dollars (\$25,000), to be held by it in trust and the net income thereof to be paid over annually to The Sharon Hospital Association, located at Sharon, Connecticut, to be used by said Association for its general uses and purposes.

TWELFTH: To my trustee hereinafter named I give and bequeath the sum of Ten Thousand Dollars (\$10,000), to be held by it in trust and the net income thereof to be paid over annually to St. John's Protestant Episcopal Church of Salisbury, Connecticut, to be used by said Church for its general purposes, and especially for expenditures at Christmas time.

THIRTEENTH: To my trustee hereinafter named I give and bequeath the sum of Five Thousand Dollars (\$5,000), to be held by it in trust and the net income thereof to be paid annually to The Salisbury Cemetery Association, of Salisbury, Connecticut, to be used by said Association for the upkeep of my family lot in the

cemetery in said Salisbury, and for the upkeep and improvement of said cemetery generally.

FOURTEENTH: All the rest, residue and remainder of my property and estate, of whatever nature, real and personal, and wherever situated, including lapsed legacies, I give, devise and bequeath IN TRUST to my trustee hereinafter named, to be held by it in trust upon the following trusts:

Said trustee shall collect the income thereof and, after paying therefrom all expenses and charges incident to the proper care and management of this trust fund which are properly allocated to income, said trustee shall pay over the net income therefrom monthly to my said wife, Elizabeth Warner Fulton, during the remainder of her natural life. Upon her death I direct my trustee to continue to hold said property and estate IN TRUST for the benefit of my son, Wells Fulton, and, after paying therefrom all expenses and charges incident to the proper care and management of this trust fund and which are properly allocated to income, my trustee shall pay over the net income thereof quarterly or more often in its discretion to my said son, Wells Fulton, until he shall reach the age of forty years, at which time I direct my trustee to pay over to my said son, Wells Fulton, from the principal of the trust, the sum of One Hundred Thousand Dollars (\$100,000) to be his absolutely and free of any trust, and thereafter to continue to pay over the net income of the balance of said trust quarterly or more often in its discretion to my said son, Wells Fulton, until his death, at which time I direct my trustee to divide the property then constituting the principal of this trust fund into two equal parts or trusts to be held and used by my trustee as hereinafter provided:



(a) One of said two equal parts shall thereafter be held by my trustee IN TRUST for the benefit of the children of my said son, Wells Fulton, if any, who shall survive me, and after paying therefrom all expenses and charges incident to the proper care and management of this trust fund and which are properly allocated to income, my trustee shall pay over the net income thereof quarterly or more often, in its discretion, to said surviving children, in equal shares, and when any such child shall reach the age of forty years, this Trust shall cease and determine as to such child and my trustee shall then pay over to such child his respective share of the principal of this trust fund to belong to such child absolutely and forever and free of any trust. If any of the children of my son, Wells Fulton, who shall survive me shall die prior to reaching the age of forty years, the share of the principal of this Trust which would have been payable to said child or children upon reaching the age of forty years, shall, upon the death of said child or children, be added by my trustee to the trust provided for in subdivision (b) of this Paragraph hereinafter contained. Should my son, Wells Fulton, not survive my wife, Elizabeth Warner Fulton, or die prior to reaching the age of forty years leaving no issue surviving both him and my wife, all of the property then constituting the principal of this trust fund shall be added by my trustee to the trust provided for in subdivision (b) of this Paragraph hereinafter contained.

(b) The other of said two equal parts, after the death of my said wife and son, shall be held by my trustee and distributed as follows:

One-third thereof shall be added by my trustee to the trust fund for the benefit of the Hartford Hospital, provided for in Paragraph Ninth of this will;

One-third thereof shall be added by my trustee to the trust fund for the benefit of the Waterbury Hospital, provided for in Paragraph Tenth of this will;

One-third thereof shall be added by my trustee to the trust fund for the benefit of The Sharon Hospital Association, provided for in Paragraph Eleventh of this will;

FIFTEENTH: I constitute and appoint the Hartford National Bank and Trust Company, a national banking association located in Hartford, Connecticut, and its successors, trustee of all the trusts created in and by this will, and I authorize said Hartford National Bank and Trust Company, and its successors, as trustee of each and every one of said trust funds to invest and reinvest said trust funds and the property comprising the same at its discretion, and to sell and convey the same, or any part thereof, and to invest and reinvest the proceeds of any such sale or sales in such stocks, bonds or other securities as it may deem best, without reference to the restriction or regulation of any statute or rule of law governing the investment of trust funds, and without becoming responsible or liable in any manner for loss occasioned by such investment. In every case where I have given bequests of specific sums of money in this will, whether in trust or otherwise, I authorize and empower my executor to distribute and deliver, and I authorize and empower my trustee to accept, securities belonging to my estate, at such valuation as my executor may determine, in full payment and discharge of such bequests. I authorize and empower my executor or my trustee, as the case may be, to make all divisions or distributions as required by Paragraph Fourteenth of this will and for that purpose to employ cash, securities or other property, in whatever proportions it may deem appropriate, and the judgment of my executor or my trustee as to the value and nature of the property so divided or apportioned shall be final.

In each case where I have created a trust in this will for charitable, educational, religious, benevolent or public purposes, I direct that the payment of income by my trustee, as directed in this will, shall be a full discharge of its duty as trustee to that extent, and that it shall not be bound to see to the application of such income by the recipient thereof.

SIXTEENTH: I nominate and appoint said Hartford National Bank and Trust Company to be the executor of this will, authorizing it as such executor to sell and convey at its discretion any personal property that may form part of my estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, declaring this to be my last will and testament, this 2<sup>nd</sup> day of October, 1939.

I. Kent Fulton (L.S.)

Signed, sealed, published and declared by said testator, I. KENT FULTON, as and for his last will and testament, in the presence of us, the undersigned, who in his presence and in the presence of each other, at his request, have hereunto set our names as witnesses, this 2<sup>nd</sup> day of October, 1939.

G. Campbell Becket residing at Lakeville, Conn.  
F. Gertrude Miner residing at Lakeville Conn.  
E. J. Woodbury residing at Lakeville, Conn.

STATE OF CONNECTICUT

COUNTY OF LITCHFIELD

ss:

Salisbury, October 27 1939.

Then and there personally appeared the above named

*Campbell Buckel*  
*Albertus Kruer*  
*E. Vosburgh.*

who, being duly sworn, depose and say that they witnessed the execution of the foregoing will of said testator, I. KENT FULTON; that he subscribed said will and declared the same to be his last will and testament in their presence; that they thereafter subscribed the same as witnesses in the presence of said testator and in the presence of each other and at the request of said testator; that said testator at the time of the execution of said will appeared to them to be of full age and of sound and disposing mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said testator.

Subscribed and sworn to  
this 27 day of October,  
1939, before me.

*Henry A. Brady*  
\_\_\_\_\_  
Notary Public



heretofore and on the 2nd day of October, 1939, duly made and published my last will and testament, bearing date that day, do now make, publish and declare this codicil thereto:

FIRST: I revoke all the provisions of Article Fourteenth of my said last will and testament and substitute therefor the following:

"FOURTEENTH: All the rest, residue and remainder of my property and estate, of whatever nature, real and personal, and wherever situated, including lapsed legacies and devises, I give, devise and bequeath IN TRUST to my trustee hereinafter named, to be held by it in trust upon the following trusts:

Said trustee shall collect the income thereof and pay over the net amount of such income monthly to my said wife, Elizabeth Warner Fulton, during the remainder of her natural life. Upon her death I direct my trustee to continue to hold said property and estate IN TRUST during the remainder of the natural life of my son, Wells Fulton, and to pay over the net income thereof quarterly or more often in its discretion to my said son, Wells Fulton, until he shall attain the age of forty years, whereupon (or upon the death of the survivor of my said wife and myself, if my said son shall have attained the age of forty years prior thereto) I direct my trustee to pay over to my said son, Wells Fulton, from the principal of the trust, the sum of One Hundred Thousand Dollars (\$100,000) to be his absolutely and free of any trust, and thereafter to continue to pay over the net income of the balance of said trust quarterly or more often in its discretion to my said son, Wells Fulton,

during the remainder of his natural life, and upon the death of the survivor of my said wife, my said son and myself, I direct my trustee to divide the property then constituting the principal of this trust fund into two equal parts or trusts to be held and disposed by my trustee as hereinafter provided:

(a) One of said two equal parts shall be transferred paid over and distributed to and among the issue of my son living at the time of the death of the survivor of my said wife, my said son and myself, in equal shares per stirpes, PROVIDED, HOWEVER, that any share which would become distributable, pursuant to the foregoing provisions, to a beneficiary who shall be under the age of forty years at the time of the death of the survivor of my said wife, my said son and myself, shall not be distributed to such beneficiary but shall instead be held by my trustee IN TRUST to collect the income thereof and to pay to such beneficiary the net amount of such income until such beneficiary shall attain the age of forty years and thereupon to transfer, pay over and deliver to such beneficiary the then principal of such share, absolutely and free from any trust; but if any such beneficiary for whom a share is so held in trust shall die prior to attaining the age of forty years, then upon the death of such beneficiary to transfer, pay over and distribute the then principal of such share to and among the then living issue of such beneficiary in equal shares per stirpes, and in default of such issue, to and among the then living issue of my said son, in equal shares per stirpes, and in default of such

issue of my said son also, to add such principal in equal shares to the trusts provided for in subdivision (b) of this Paragraph hereinafter contained. Notwithstanding the foregoing provisions, I direct that the trust of any share so set apart for any beneficiary who shall not have been in being at the time of my death shall in any event (unless sooner terminated pursuant to the foregoing provisions) terminate twenty-one years after the date of the death of the last survivor of such of the issue of my said son as are in being at the time of my death, whereupon the principal of such trust shall be paid over to the beneficiary for whom the same was set apart, absolutely and free from any trust. Should no issue of my said son be living at the time of the death of the survivor of my said wife, my said son and myself, all of the property then constituting the principal of this trust fund shall be added by my trustee in equal shares to the trusts provided for in subdivision (b) of this Paragraph hereinafter contained.

(b) The other of said two equal parts, after the death of my said wife and son, shall be held by my trustee IN TRUST for the following purposes:

One-third thereof shall be added by my trustee to the trust fund for the benefit of the Hartford Hospital, provided for in Paragraph Ninth of my last will and testament;

One-third thereof shall be added by my trustee to the trust fund for the benefit of the Waterbury Hospital, provided for in Paragraph Tenth of my last will and testament;



One-third thereof shall be added by my trustee to the trust fund for the benefit of The Sharon Hospital Association, provided for in Paragraph Eleventh of my last will and testament."

SECOND: I excuse my trustee from filing annual accounts. I empower my trustee to hold two or more of the trusts hereby created in one or more consolidated funds, for convenience of investment.

THIRD: I hereby republish and confirm my said will in all respects except as altered by this codicil, and declare that said will as hereby altered and this codicil together constitute my Last Will and Testament, and that all other Wills and Codicils heretofore executed by me are revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Salisbury, Connecticut, this 18<sup>th</sup> day of December, 1939.

I. Kent Fulton (L. S.)

Signed, sealed, published and declared by I. KENT FULTON, the testator, as and for a Codicil to his Last Will and Testament, dated October 2nd, 1939, in our presence, and we thereupon, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses and our respective places of residence on the day of the execution thereof.

H. Campbell Becket residing at Salisbury, Conn.  
F. Gertrude Miner residing at Lakeville, Conn.  
E. H. [Signature] residing at Lakeville, Conn.



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KNOW ALL MEN BY THESE PRESENTS:

That I, DONALD F. GIBSON, of the Town of West Redding, County of Fairfield and State of Connecticut, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former Wills and Codicils by me made.

ARTICLE I. Except as otherwise hereinafter expressly set forth in this Article, I direct that all legacy, succession, inheritance, transfer, and estate taxes (other than any generation skipping tax) levied or assessed upon, or with respect to any property which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of and to the extent of the principal of the trust established pursuant to Article II of this Will and to the extent so paid shall not be prorated or apportioned among, or charged against, the respective beneficiaries, transferees or other recipients, nor charged against any property passing, or which may have passed, to any of them, and that my estate shall not be entitled to reimbursement for any portion of any such tax from any person. This clause shall not apply in any manner, however, to such taxes, if any, imposed upon or with respect to any death benefits under any "qualified" (as that term is defined in the Federal Internal Revenue Code and the applicable regulations thereunder) retirement plan.

ARTICLE II. I give and bequeath to my Trustees hereinafter named a sum equal to the largest amount that can pass free of federal estate tax in the federal estate tax proceedings relating to my estate by reason of the unified credit and the state death tax credit (provided use of this credit does not require an increase in the state death taxes paid) allowable to my estate but no other credit less the amount of other dispositions, if any, under this Will and property passing outside of

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this Will which do not qualify for the federal estate tax marital or charitable deduction and less the amounts charged to the principal of my estate that are not allowed as deductions in computing my federal estate tax. For the purpose of establishing the sum disposed of by this Article the values finally fixed in the federal estate tax proceedings relating to my estate shall be used. I recognize the possibility that no sum may be disposed of by this Article and that the sum so disposed of may be affected by the action of my Executors in exercising certain tax elections.

I direct that my Trustees shall hold said sum, if any remains after the payment of the death taxes referred to in Article I hereinabove, IN TRUST, for the following uses and purposes:

A. My Trustees shall invest and reinvest said sum, shall collect the net income therefrom, and shall pay to or apply for the benefit of my said wife, ANN J. GIBSON, during her lifetime, all of the net income of said trust in convenient installments, at least as often as quarter-annually.

B. My Trustees shall, in addition, at any time or from time to time during my said wife's lifetime pay to or apply for the benefit of my said wife, ANN J. GIBSON, so much of the principal of this trust, whether the whole or a less amount, as my Trustees may in their sole discretion determine to be necessary and advisable for her maintenance in health and reasonable comfort in her accustomed manner of living, taking into account or not, as they see fit, her other sources of income and estate. In exercising this discretion, I direct that my Trustees shall consider the needs of my said wife to be of primary importance, and they shall not bear any liability to any remainderman with respect to the exercise of their discretion hereunder.

C. Upon the death of my said wife, ANN J. GIBSON, after my death (or if my said wife does not survive me, then upon my death), this trust shall terminate.

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and the principal thereof (including any undistributed income) shall be combined with the "non-charitable" (as that term is defined in paragraph D of Article II of the Will) part of the principal of the trust created under Article III of this Will and the property so combined shall be held and administered in accordance with the terms of Article IV of this Will.

ARTICLE III. I give, bequeath and devise my residuary estate being all of the rest, residue and remainder of my estate, real, personal and mixed, of whatever kind or nature and wheresoever situate, which I may own or have the right to dispose of at the time of my decease, including any property over which I may have a power of appointment, it being my intent to exercise any such power, to my Trustees hereinafter named IN TRUST, NEVERTHELESS, for the following uses and purposes:

A. My Trustees shall invest and reinvest said trust, shall collect the income therefrom, and shall pay to or apply for the benefit of my said wife, ANN J. GIBSON, during her lifetime, all of the net income of said trust in convenient installments, at least as often as quarter-annually.

B. Upon receipt of written notice from my said wife, ANN J. GIBSON, my Trustees shall convert any non-income producing property held by the trust into income producing property.

C. My Trustees shall, in addition, at any time or from time to time during my said wife's lifetime pay to or apply for the benefit of my said wife, ANN J. GIBSON, so much of the principal of this trust, whether the whole or a less amount, as my Trustees may in their sole discretion determine to be necessary and advisable for her maintenance in health and reasonable comfort in her accustomed manner of living, taking into account or not, as they see fit, her other sources of income and estate. In exercising this discretion, I direct that my Trustees shall

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consider the needs of my said wife to be of primary importance, and they shall not bear any liability to any remainderman with respect to the exercise of their discretion hereunder.

D. Upon the death of my said wife after my death, this trust shall terminate and the principal thereof as then constituted shall be divided into two parts. The first part, to be designated the "non-charitable" part, shall consist of the sum of Six Hundred Thousand (\$600,000.00) and 00/100 Dollars, less the amount of taxes of the nature described in Article I of this Will which may be imposed upon my said wife's estate as a result of the inclusion of the value of this trust in her gross estate for the purpose of any such taxes, and such taxes shall be paid by my Trustees from the "non-charitable part." ~~X~~ (However, if my said wife predeceases me, said part shall consist of nothing.) If my said wife dies after having survived me, said first part shall be combined with the principal of the trust created under Article II of this Will, and the property so combined shall be held and administered in accordance with the terms of Article IV of this Will. The second part, consisting of the balance of the principal of the trust created under this Article III, (or if my said wife, ANN J. GIBSON, predeceases me, then my residuary estate) shall be divided and distributed among the institutions whose names are set forth herein in subparagraphs "a" to "h" inclusive of this Paragraph D, to be added to their endowment funds (except as provided in Paragraph E herein of this Article III), in the percentages ascribed to them in such subparagraphs:

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- a. First Church of Christ Congregational, Redding, Connecticut  
Five and 00/100 (5.00%) percent;
- b. Mark Twain Public Library of Redding, Connecticut  
Three and 33/100 (3.33%) percent;
- c. West Redding (Connecticut) Volunteer Fire Dept. #2  
Three and 33/100 (3.33%) percent;
- d. Waterbury Hospital, Waterbury, Connecticut  
Six and 67/100 (6.67%) percent;
- e. Bridgeport Hospital, Bridgeport, Connecticut  
One and 67/100 (1.67%) percent;
- f. Old Sturbridge Village, Sturbridge, Massachusetts  
Six and 67/100 (6.67%) percent;
- g. Westminster College, Salt Lake City, Utah  
Six and 67/100 (6.67%) percent;
- h. Yale University, New Haven, Connecticut  
Sixty-six and 66/100 (66.66%) percent.

Notwithstanding any other provision of this Will to the contrary, all income of this trust undistributed at the death of my said wife, ANN J. GIBSON, shall be paid to her estate.

E. Notwithstanding any provision of Paragraph D of this Article III to the contrary, I request but do not direct that the said Yale University invest the property it receives pursuant to the terms of subparagraph "h" of Paragraph D of this Article III as a separate fund and utilize the income therefrom for the general purposes of its Athletic Department, in memory of my classmate, Jerry Voorhis, except such income, as well as any realized gains in principal, as may be earned from any ownership rights (such as royalties or the sale of such ownership rights) in the drug that I have helped to develop (Catrx, M-A-7, and Drauna), which I request be added to said Yale University's endowment fund, in memory of my classmate, Campden Baskett. The actions taken by the appropriate officials of said Yale University with

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regard to the wishes set forth in this Paragraph E of this Article III shall be binding and conclusive on all interested parties.

ARTICLE IV. If, under any other Article of this Will, any assets are directed to be administered pursuant to the provisions of this Article, such assets shall be held, invested, reinvested and disposed of IN TRUST upon the following terms and conditions:

A. My Trustees shall divide said trust into two equal parts.

B. My Trustees shall further divide the first of said parts of said trust into five equal shares, such shares to be held for the following beneficiaries:

- a. The first such share shall be held for Donald and Jacqueline Wetmore of Brookfield, Connecticut;
- b. The second such share shall be held for Lorna and Ray Buskin, Jr. of Brookfield Center, Connecticut;
- c. The third such share shall be held for Virginia and Scott Brittingham of New Milford, Connecticut;
- d. The fourth such share shall be held for Pamela and Harry Neuman, Jr. of Ridgefield, Connecticut;
- e. The fifth such share shall be held for Bryan and Lauren Wetmore of New Milford, Connecticut.

As to each such share of the first part, my Trustees shall, subject to the terms of Paragraph F of this Article IV, pay all of the net income thereof in annual, or in my Trustees' discretion more frequent, installments thereafter or for the benefit of the beneficiaries of each such share named hereinabove in subparagraphs "a" to "e" inclusive of this paragraph B during their joint lifetime and after the death of either one of them (or, if one of them predeceases me, then upon my death) all of said income shall be paid to or applied for the benefit of the survivor of them for the balance of said survivor's lifetime.

C. As to each such share of the first part, my Trustees shall, subject

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the terms of Paragraph F of this Article IV, upon the death of both of the beneficiaries of such shares named hereinabove in subparagraphs "a" to "e" inclusive of paragraph B of this Article IV after my death (or if both of them shall predecease me then on my death) divide and distribute the principal of such share among the institutions whose names are set forth in subparagraphs "a" to "h" inclusive of paragraph D of Article III of this Will, for their general purposes, in the percentages ascribed to them in such subparagraphs.

IT LOOKS LIKE THERE IS NO PROVISION FOR DISPOSING OF PR IN THIS TRUST

D. As to the second part of said trust, my Trustees shall hold said part in separate trust for a period ending twenty (20) years from the date of the death of my said wife, ANN J. GIBSON, after my death (or if my said wife predeceases me then on my death) for a period ending twenty (20) years after the date of my death) and during said period shall pay or apply all of the net income of said part in annual installments among the beneficiaries whose names are set forth in subparagraphs "a" to "g" inclusive of this paragraph D, in the percentages ascribed to them in such subparagraphs as follows:

- a. Donald and Jacqueline Wetmore of Brookfield, Connecticut  
Fourteen (14%) percent;
- b. Lorna and Ray Bufkin, Jr. of Brookfield Center, Connecticut  
Fourteen (14%) percent;
- c. Virginia and Scott Brittingham of New Milford, Connecticut  
Fourteen (14%) percent;
- d. Pamela and Harry Neumann, Jr. of Ridgefield, Connecticut  
Fourteen (14%) percent;
- e. Bryan and Lauren Wetmore of New Milford, Connecticut  
Fourteen (14%) percent;
- f. Shirley and Vincent Golembesky of West Redding, Connecticut  
Fifteen (15%) percent;
- g. Gregory Golembesky of Prospect, Maine  
Five (5%) percent;

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h. Anthony and Stella Tripado of Danbury, Connecticut  
Five (5%) percent;

i. Thomas Lumpkin of Bethany, Connecticut  
Five (5%) percent.

E. In the event the beneficiary (or, if more than one, all of the beneficiaries named in any subparagraph of paragraph D hereinabove of a stated percentage of the income of the second part of the trust created under this Article IV shall die before the expiration of said twenty (20) year period, the percentages ascribed to the beneficiaries named in the other subparagraphs of paragraph D who shall then be living shall each be increased by the same proportion of the percentage ascribed to such deceased beneficiary or beneficiaries as the percentages ascribed to each such then living beneficiary or beneficiaries before such increase bears to the total of all the percentages ascribed to all such then living beneficiary or beneficiaries set forth in said paragraph D.

F. Notwithstanding anything hereinabove contained to the contrary whenever for purposes of any preceding paragraph of this Article IV of this Will a group of family members consisting of more than one individual is listed together in any subparagraph for purposes of receiving an interest, then such gift shall be divided and distributed in equal shares to the family members so listed together, or to the survivors or survivor of them, except that in the event any of the married couples whose names are set forth in subparagraphs "a" to "f" inclusive of Paragraph D of this Article IV shall become divorced subsequent to the execution of this Will then any property which would otherwise pass to the second person named in such subparagraphs (that is Jacqueline Wetmore, Ray Bufkin, Scott Brittingham, Harry Neumann, Jr., Lauren Wetmore or Vincent Golembesky, as the case may be

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whether passing under Paragraph B or Paragraph D, or both, of this Article (except as to Vincent Golembesky, who shares an interest only under said Paragraph D), shall instead pass to the first person named in such subparagraphs (that is Debra Wetmore, Lorna Bufkin, Virginia Brittingham, Pamela Neumann, Bryan Wetmore, Shirley Golembesky, as the case may be).

ARTICLE V. Notwithstanding anything hereinabove contained to the contrary, whenever pursuant to the provisions of this Will any income or property shall become payable to any person who has not attained the age of majority in the jurisdiction where he or she is domiciled (hereinafter referred to as "a minor"), and shall vest in absolute ownership in said minor, my Trustees are authorized and empowered in their uncontrolled discretion, to hold said income or property so vested in such minor, or any part thereof, in a separate fund for the benefit of such minor and to invest and reinvest the same, collect the income therefrom and, until such minor attains said age of majority, to apply so much of the net income or principal or both of said fund as may be necessary for said minor's support and maintenance in health and reasonable comfort, and for his education, until such minor shall attain said age of majority, and thereupon to pay over the principal and all accumulated and undistributed income of said fund to such minor, and if such minor shall die before attaining said age of majority, the principal and all accumulated and undistributed income of said fund shall be paid over to the estate of such minor. The authority conferred upon my Trustees by this Article shall be construed as power only, and shall not operate to suspend the absolute ownership of such property by such minor or to prevent the absolute vesting therein in such minor.

ARTICLE VI. A. If my said wife, ANN J. GIBSON, shall die simultaneously with me or approximately so under such circumstances making it difficult to ascertain

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who predeceased the other, my said wife shall be deemed to have survived me the provisions of this Will shall be construed upon that assumption, notwithstanding the provisions of any law establishing a different presumption of order of death providing for survivorship for a fixed period as a condition of inheritance of property.

B. If any beneficiary other than my wife, ANN J. GIBSON, shall die simultaneously with me or approximately so under such circumstances making it difficult to ascertain who predeceased the other, I shall be deemed to have survived such beneficiary and the provisions of this Will shall be construed upon that assumption, notwithstanding the provisions of any law establishing a different presumption of order of death or providing for survivorship for a fixed period as a condition of inheritance of property.

C. If any beneficiary of my estate shall die simultaneously with another beneficiary of my estate or approximately so under such circumstances making it difficult to ascertain who predeceased the other, and if the rights of one of them depend upon his or her having survived the other, the beneficiary whose rights depend upon such survivorship shall be deemed to have predeceased the other beneficiary and the provisions of this Will shall be construed upon that assumption.

ARTICLE VII. To the extent permitted by law, no interest of any beneficiary in the income or principal of any trust hereby created shall be subject to pledge, assignment, sale or transfer in any manner, nor shall any beneficiary have power in any manner to anticipate, charge or encumber his or her said interest, nor shall said interest of any beneficiary be liable or subject in any manner while in the possession of my Trustees for the debts, contracts, liabilities, engagements or torts of such beneficiary.

ARTICLE VIII. Wherever the singular number is used in this Will, it shall be deemed to include the plural where appropriate and vice versa. Wherever the

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masculine gender is used in this Will, it shall be deemed to include the feminine and neuter genders where appropriate and vice versa.

ARTICLE IX. My Trustees shall maintain adequate records reflecting all trust transactions, which records shall be open at all reasonable times to the inspection of the adult beneficiaries of said trusts. My Trustees shall render annually a complete written statement of all transactions to the adult beneficiaries of said trusts. Any law to the contrary notwithstanding, my Trustees shall not be required to file annual or other periodic accounts in any court. Nothing herein, however, shall preclude my Trustees from having their accounts judicially settled or from filing annual or other periodic accounts if my Trustees shall deem such advisable.

ARTICLE X. I nominate, constitute and appoint CITYTRUST, a state banking institution with principal offices in Bridgeport, Connecticut, and ARMONDO BONSIGNORE, of Redding, Connecticut, as Executors of my estate and Trustees of all trusts created hereunder, without bond. In the event that the said ARMONDO BONSIGNORE shall fail to qualify, or, having qualified ceases to serve for any reason, then CITYTRUST shall serve as the sole Executor or Trustee or both, as the case may be. I direct that CITYTRUST be entitled to fees in consideration for its services hereunder in accordance with its fee schedules as published from time to time, and that the said ARMONDO BONSIGNORE be entitled to reasonable compensation for his services.

ARTICLE XI. In addition to the powers, authority, rights and discretion specifically granted to my fiduciaries under the terms of this Will and which they may otherwise have by operation of law, I hereby give to my fiduciaries all of the powers, authority, rights and discretion contained in or operative through Section 45-100(e) of the Connecticut General Statutes and the following additional powers

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only contained in Section 45-100(f) thereof in effect at the time of the execution of this Will: (2) Buy Insurance and Annuities; (3) Invest in Partnerships, etc.; (6) Form Corporation or Other Entity; (9) Residential Realty; (11) Suits on Insurance Policies; (15) Establish and Maintain Reserves; (19) Remortgage and Refinance Real Estate; (23) Comply with Stock Restrictions; (24) Continue Subchapter S Election.

Insofar as there is any conflict between any powers, authority or rights expressly granted by and set out in this Will with any statutory power or authority above incorporated herein by reference, the expressly granted and set out provisions shall govern.

ARTICLE XII. My Executors shall in their sole discretion determine whether to elect under the provision of the Internal Revenue Code applicable to my estate to qualify the whole or any portion of the trust created under Article III of this Will for the federal estate tax marital deduction. Generally, and not by way of direction, I anticipate that my Executors will elect to minimize the estate tax payable by my estate, but I would expect that some consideration be given to the estate tax payable in my said wife's estate upon her death, especially if she should die prior to the time the election is made. The determination of my Executor with respect to the exercise of the election shall be conclusive upon all affected persons.

ARTICLE XIII. The references contained in this Will to the Internal Revenue Code are to the United States Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder from time to time by the Internal Revenue Service and all such references to said Internal Revenue Code shall be deemed to refer to corresponding provisions of subsequent Federal Tax Laws and to corresponding provisions of subsequent regulations promulgated thereunder.

D. F. H. L.

ARTICLE XIV. Any reference herein to CITYTRUST shall also include any corporate successor to its trust business.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th of September, 1985.

Donald F. Gibson L.S.  
DONALD F. GIBSON

Signed, sealed, published and declared as and for his Last Will and Testament by him, the said Testator, in the presence of us who at his request, and in his presence, and in the presence of each other, have subscribed our names as witnesses hereto.

Mrs. Inez Hernandez of Bridgport, CT

Kathleen A. Piskerman of Shoreham, CT

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) ss.: Bridgport September 24, 1985

We, the undersigned, who have subscribed our names as witnesses to the foregoing Will, make solemn oath that DONALD F. GIBSON, the Testator, signed and sealed the foregoing instrument in our presence and in the presence of each of us, that he published and declared the same to be his Last Will and Testament, and that we each signed our names as witnesses at his request and in his presence and in the presence of each other, and that at the time of executing this Will, the said

Testator was to the best of our knowledge and belief, of the age of eighteen years and upwards, of sound and disposing mind and memory, and free from all undue influence. This affidavit is made and signed at the request of said Testator.

Maribel Hernandez  
Kathleen S. Eisenman

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

ss.: Bridgport

September 4, 19

On this day, before me, the undersigned officer, personally appeared Maribel Hernandez and Kathleen S. Eisenman known to me to be the persons whose names are subscribed to the foregoing affidavit who subscribed and swore to the same and acknowledged that they executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Michael A. Howland  
Commissioner of the Superior Court





LAST WILL AND TESTAMENT  
OF  
CHARLES M. HELLMANN  
LATE OF  
MERIDEN, CONNECTICUT

ADMITTED TO PROBATE  
NOVEMBER 21, 1955

I, CHARLES M. HELLMANN, of Meriden, County of New Haven and State of Connecticut, make, publish and declare the following as and for my last Will and Testament, hereby revoking any other Wills and Codicils by me heretofore made.

#### FIRST

I give to my wife my home located at 61 Hillcrest Terrace, in said Meriden, with the contents thereof, and also all of my personal effects, automobiles, garage equipment and tools, the same to be hers absolutely if she survives me for a period of thirty days. However, should my wife not survive me, as aforesaid, then said property shall become part of my residuary estate.

#### SECOND

I hereby elect not to exercise any power of appointment which now or hereafter may be conferred upon me by the will of my wife, and none of the provisions of this Will shall be construed as an exercise of any such power, in whole or in part.

#### THIRD

I give, devise and bequeath one-half of the remainder of my estate, after payment of claims and administration expenses and less the value of the property passing under Article First but before payment of taxes, to my Trustees hereinafter named, IN TRUST, to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustees in their judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the State of Connecticut, and to dispose of the principal, increment and net income thereof as follows:

A. Transfer and deliver to my wife aforesaid during the remainder of her life all the income from the trust fund, payable quarterly.

B. I hereby give my wife the power to invade or to appoint the entire corpus of the trust estate during her life or by will, which power shall be exercisable by her alone and in all events and may be exercised in favor of herself or of her estate or others, and which power may be exercised by my wife by an instrument or a will executed either before or after my death. If my wife shall not fully exercise said power of appointment, my Trustees, upon her decease, shall add the remainder of the principal and income of the trust estate to the principal of the trust fund established under Article Fourth of this Will and hold and dispose of the same accordingly.

#### FOURTH

The remainder of my estate I give, devise and bequeath to my Trustees, hereinafter named, IN TRUST, to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustees in their judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the State of Connecticut, and to dispose of the principal, increment and net income thereof as follows:

A. In the event that my wife shall survive me, to pay to ERNEST M. MEISTER, of said Meriden, our faithful man, if he is in our employ at the time of my decease, Three Hundred Dollars (\$300.00) quarterly so long as he shall remain in the employ of my wife and, upon her death, to pay such sum to him quarterly during the remainder of his natural life, provided he shall not have left the employ of my wife so long as she shall live. However, in the event of the physical or mental incapacity of said ERNEST M. MEISTER during such employment or in the event of other

unforeseeable circumstances, of which my Trustees shall be the sole judge, which make it impossible for said ERNEST M. MEISTER to continue to serve my wife, then the payment of such sum shall not be interrupted on account of such incapacity or other unforeseeable circumstances.

In the event that my wife shall fail to survive me, to pay to said ERNEST M. MEISTER, if he is in my employ at the time of my decease, Three Hundred Dollars (\$300.00) quarterly during the remainder of his natural life.

B. To pay to my wife, if she survives me, during her natural life, the remaining income therefrom in quarterly payments.

C. Upon the decease of my wife or, if she fails to survive me, then upon my death, to pay to ROBERT W. MACKEY, of said Waterbury, the sum of One Thousand Dollars (\$1,000.00) per year during his life.

D. The balance of the net income shall be divided equally among my first cousins: SOPHIE REICHENBACH STAGE, MARY REICHENBACH PARSONS and JULIUS REICHENBACH or such of them as may then be living, for and during the life of each. As each of the beneficiaries named in this paragraph shall die, said income shall be divided among the survivors or paid to the survivor of them, intending hereby that the last survivor shall receive the entire income from said fund, subject to said annuities for life.

✓ E. Upon the death of all the beneficiaries named in the preceding paragraph I direct that the then remaining principal shall remain IN TRUST as aforesaid and shall be known as the "SIBILLA HELLMANN FUND" in memory of my mother: after the payments required in Article Fourth, Sections A and C, the remaining yearly income shall be divided equally between THE WATERBURY HOSPITAL, INC. and THE ST. MARY'S HOSPITAL CORPORATION, both of said Waterbury, payable in

semi-annual payments, the said income to be used by each hospital as it may deem for the best interests of each hospital. In the event that either hospital goes out of existence, the entire income shall be paid to the remaining hospital. If either hospital shall merge with another hospital and my Trustees believe that the corporation so formed carries out the purposes of the hospital so merged, then my Trustees shall pay one-half of the income to such amalgamated corporation, but, if my Trustees believe that the amalgamated corporation does not carry out the purposes of the hospital so merged and mentioned herein, then the entire income shall be paid to the remaining hospital.

Should both hospitals mentioned herein cease to exist and there shall be no corporation or corporations formed as aforesaid so that there will be no charitable or eleemosynary corporation or corporations to which the income from the trust shall be paid, then my Trustees shall give the net income to the MERIDEN HOSPITAL, and, in the event that said hospital has ceased to exist or has not been amalgamated with any other charitable institution carrying out the ideals and principals of such institution, then my Trustees shall pay the net income in such proportion as they may deem advisable to other charitable, religious and eleemosynary corporations as shall be located in said Waterbury which carry out the principles and teachings of THE WATERBURY HOSPITAL, INC. and THE ST. MARY'S HOSPITAL CORPORATION, and my Trustees shall have full discretion to designate the appropriate corporation or corporations and shall have full discretion as to the proportion of the net income which shall be paid to each corporation designated.

#### FIFTH

I direct that my Trustees shall, as long as my wife lives, consult with her and give serious consideration to her judgment before there is any drastic change made in the assets in the trust.

#### SIXTH

I hereby authorize my Executors to file a joint Federal income tax return with my wife, if she survives me, and to pay as an obligation of my estate the entire tax due thereunder.

#### SEVENTH

I hereby direct that all legacy, succession, inheritance, transfer and estate taxes, levied or assessed upon or with respect to any property (the same to include insurance, bonds and any and all other kinds of personal and real property) which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my estate passing under Article Fourth, in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients nor charged against any property passing or which may have passed to any of them and that my Executors shall not be entitled to reimbursement for any portion of any such tax from any such person.

#### EIGHTH

I nominate and appoint GUSTAV A. ANDERSON, of Middlebury, Connecticut, and THE COLONIAL TRUST COMPANY, a banking corporation specially chartered by the General Assembly of the State of Connecticut and having its office and principal place of business in Waterbury, in said County and State, or its successor by merger, consolidation or otherwise Co-Trustees of this, my Will, without bond. In the event of the death, resignation or inability to qualify of the individual Co-Trustee, GUSTAV A. ANDERSON, the corporate Trustee shall continue as sole Trustee, exercising thereafter all the powers and subject to all the responsibilities which are conferred upon or imposed upon both Trustees under the terms of this Will.

NINTH

I appoint said THE COLONIAL TRUST COMPANY or its successor by merger, consolidation or otherwise and my wife Executors of this, my last Will, and direct that no bond be required for the faithful performance of their duties as such. In the event that my wife is unable to qualify as Co-Executor, I appoint said THE COLONIAL TRUST COMPANY sole Executor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 13th day of June, 1955.

CHARLES M. HELLMANN (SEAL)

Signed, sealed, published and declared as and for his last Will and Testament by the Testator, CHARLES M. HELLMANN, in our presence, who, in his presence, in the presence of one another and at his request, have hereunto subscribed our names as witnesses, this 13th day of June, 1955.

LUCIAN D. WARNER  
HELEN M. BARTSCH  
C. O. DUNBAR, JR.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } SS: Waterbury.

We, the undersigned, being duly sworn, depose and say that on the 13th day of June, 1955, the above named Testator, CHARLES M. HELLMANN, signed the foregoing Will in our presence as witnesses; that we thereupon subscribed our names thereto as witnesses, in his presence and at his request, and in the presence of one another; that at the time of the execution of said Will said CHARLES M. HELLMANN appeared to be of full age and of sound and disposing mind and memory; and that this affidavit is made at his request.

LUCIAN D. WARNER  
HELEN M. BARTSCH  
C. O. DUNBAR, JR.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } SS: Waterbury.  
June 13, 1955.

Personally appeared LUCIAN D. WARNER, HELEN M. BARTSCH and C. O. DUNBAR, JR., who subscribed the foregoing affidavit and made solemn oath to the truth of the same.

Before me,

WALTER M. PICKETT, JR.  
Notary Public.

STATE OF CONNECTICUT }  
COUNTY OF NEW HAVEN } ss.: Meriden

.....19.....

This certifies that the within and foregoing is a true and attested copy of the Last Will and Testament with the attestation thereto of Charles M. Hellmann on file in the Probate Court for the District of Meriden.

ATTEST:

.....

*Judge  
Clerk*

Charles M. Hellmann died on the 6th day of November, 1955. The foregoing Will was admitted to probate in the Probate Court for the District of Meriden, Connecticut on the 21st day of November, 1955. The Colonial Trust Company of Waterbury, Connecticut was confirmed as sole executor on the 21st day of November, 1955.





RECEIVED

JUL 14 1983

ADMINISTRATIVE OFFICE

WILL OF RHODA M. HELLMANN as modified by codicils dated  
June 24, 1971, May 21, 1980 and May 23, 1980

ARTICLE FIRST

My Executor, hereinafter named, may find among my papers a signed letter or memorandum, the same to include any notations on property which may be found in any safe deposit box which I may have, setting forth a description of certain of my personal effects accordingly, and a receipt signed by each designated person shall be sufficient security for my Executor. (11/11/69)

ARTICLE SECOND

I give to my nephew's wife, HAZEL ELLIS PLATT, if she survives me for a period of thirty (30) days, such household furniture and furnishings located in my home at 61 Hillcrest Terrace, in said Meriden, and any insurance policies covering said property, which she shall designate in writing, within thirty (30) days after the filing of the inventory of my estate. However, should my nephew's wife not so survive me, then I give all of said property to my nephew, WINTHROP W. PLATT, on the same terms and conditions. In the event both my said nephew's wife and my nephew shall not survive me as aforesaid, then in that event, I direct that said property shall become a part of my residuary estate. (11/11/69)

ARTICLE THIRD

I give to said HAZEL ELLIS PLATT, all my clothing and furs and any insurance policies covering the same, the same to be hers absolutely. In the event that she shall not survive me, then I direct that said property shall become a part of my residuary estate. (11/11/69).

ARTICLE FOURTH

A. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to my friends, LORETTA PARSONS and IRVING PARSONS, of Waterbury, Connecticut, or the survivor of them.

B. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to ERNEST M. MEISTER, of Meriden, Connecticut.

C. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to HAZEL ELLIS PLATT, if living.

D. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to my grandnephew, ROBERT ELLIS PLATT, if living.

E. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, EDWARD G. HAZEN, of Watertown, Connecticut, if living.

F. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, DORIS FURGALACK, if living.

G. I give and bequeath the sum of Five Thousand Dollars (\$5,000.00) to my friend, FRANCES RASTED, if living.

H. I give and bequeath the sum of Ten Thousand Dollars (\$10,000.00) to DOCTOR JOSEPH F. MISUK, of Meriden Connecticut, if living.

I. I give and bequeath the sum of One Thousand Dollars (\$1,000.00) to my friend, HARRIET DERRICK, of New Haven, Connecticut, if living.

J. I give and bequeath the sum of One Thousand Dollars (\$1,000.00) to my friend, HELEN LEWIS, if living (11/11/69 - substituted (6/24/71))

ARTICLE FIFTH

I give to ERNEST M. MEISTER, of Meriden, Connecticut any automobiles with equipment and accessories thereto, garage equipment and tools which I may own at the time of my death and any insurance policies covering any or all of said property. (11/11/69)

3/23/83

ARTICLE SIXTH

A. I hereby expressly exercise the power of appointment given me under the will of my deceased husband, Charles M. Hellmann, dated June 13, 1955, and on file in the Probate Court for the District of Meriden, County of New Haven and State of Connecticut, and in the exercise of this power, I direct and appoint the sum of Ten Thousand Dollars (\$10,000.00 to FIRST LUTHERAN CHURCH, of Waterbury, Connecticut, or its successor, said sum to be used by said church as it may deem for its best interests (11/11/69). ✓

B. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to MUSCULAR DYSTROPHY ASSOCIATION OF AMERICA, INC., located at 1790 Broadway, New York 19, New York, or its successor, said sum to be used by said associations as they may deem for their best interests. (11/11/69). ✓

C. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to the SALVATION ARMY, or its successor, said sum to be used by said organization as it may deem for its best interests. (11/11/69). ✓

D. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to LUTHERAN HOME FOR THE AGED, located in Southbury, Connecticut, or its successor, said sum to be used by said home as it may deem for its best interest. (11/11/69). ✓

E. In further exercise of said power, I hereby appoint the sum of Five Thousand Dollars (\$5,000.00) to SOUTHMAYD HOME, INC., of Waterbury, Connecticut, or its successor, said sum to be used by said corporation as it may deem for its best interest. (11/11/69). ✓

F. In further exercise of said power, I hereby appoint the sum of Fifty Thousand Dollars (\$50,000.00) to my Trustee hereinafter named, IN TRUST, to be known as the "Charles M. and Rhoda M. Hellmann Fund", to hold, manage, sell, encumber, invest and reinvest in such securities and other property as my Trustee in its judgment may from time to time deem prudent without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of the

State of Connecticut and to dispose of the principal, increment and net income thereof as follows:

1. To pay the income therefrom quarterly to MERIDEN HOSPITAL, located in Meriden, Connecticut, the said income to be used by the Hospital as it may deem for its best interests.

2. If said Hospital shall enter into an agreement of merger and my Trustee believes that the body or corporation so formed carried out the purposes of the Hospital, then my Trustee shall pay the income to such amalgamated body or corporation.

3. Should said Hospital mentioned herein cease to exist and there shall be no corporation formed as aforesaid so that there is no charitable or eleemosynary corporation to which the income from the trust shall be paid, then my Trustee shall pay the net income in such proportion as it may deem advisable to other charitable or religious corporations which carry out the principles and teachings of said Hospital, and my Trustee shall have full discretion to designate the appropriate beneficiary or beneficiaries and shall have full discretion as to the proportion of the net income which shall be paid to each corporation so designated. (11/11/69).

G. In further exercise of said power, I hereby appoint the sum of Twenty-Five Thousand Dollars (\$25,000.00) to VETERAN'S MEMORIAL HOSPITAL, located in Meriden, Connecticut, said sum to be used by said Hospital as it may deem for its best interests. (11/11/69).

H. In further exercise of said power, I hereby appoint all of the rest, residue and remainder of the property over which I have a power to appoint under the said will of my late husband to COLONIAL BANK, as Trustee to be held in trust, under the designation "SIBELLA HELLMANN FUND" in memory of my husband's mother, for the following purposes, viz:

The trust shall continue in perpetuity. During the continuation of this trust the net income arising therefrom shall be divided

equally between the WATERBURY HOSPITAL and ST. MARY'S HOSPITAL, such payments to be made quarter-yearly or at such more frequent intervals as the Trustee shall deem wise.

If either of the hospitals listed above is not an organization described in Sections 170(a), 2055(a) and 2522(a) of the Internal Revenue Code or has ceased to exist when income of the trust is to be distributed to it, the Trustee shall distribute all such income to the remaining hospital. If neither hospital shall qualify under such sections the Trustee shall distribute the income to such other organizations in the health care field as are described in said Sections 170(c), 2055(a) and 2522(a) as the Trustee shall select.

Any other provisions of this will notwithstanding, the trust created pursuant to this Article Sixth is organized and shall be operated exclusively for charitable purposes; no part of the net earnings thereof shall inure to the benefit of any private shareholder or individual; and the trust shall not attempt to influence legislature or participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. (6/24/71; substituted 5/23/80).

#### ARTICLE SEVENTH

##### A.

I direct my Executor to purchase from a reputable life insurance company an annuity contract for the benefit of each of the following named individuals who shall survive me for their respective lives only as follows:

For HAZEL ELLIS PLATT, a monthly annuity amount for and during her lifetime of Eight Hundred Thirty-Three and 33/100 Dollars (\$833.33).

For ROBERT ELLIS PLATT, a monthly annuity amount for and during his lifetime of Eight Hundred Thirty-three and 33/100 Dollars (\$833.33).

For ERNEST M. MEISTER, a monthly annuity amount for and during his lifetime of Four Hundred Sixteen and 61/100 Dollars (\$416.61).

Said annuity contracts shall be delivered to the respective aforesaid annuitants.

B.

All of the rest, residue and remainder of my property, of whatever kind, including any lapsed legacy or devise, I give, devise and bequeath to my Trustee hereinafter named, in trust, however for the following purposes, viz:

The trust shall continue in perpetuity. During the continuation of this trust the net income arising therefrom shall be divided among the following named organizations in such amounts and proportions as the Trustee shall determine, such payments to be made quarterly or at such more frequent intervals as the Trustee shall deem wise. If for any reason the discretion give to the Trustee to allocate the income among the following named organizations would cause the assets of this trust to lose their status as a charitable deduction in my estate for federal estate tax purposes, then the first three named in chronological order shall receive twenty percent (20%) of the income in equal shares and the last four named shall receive eighty percent (80%) of the income or twenty percent each, during each year.

The recipients are: AMERICAN CANCER SOCIETY, Meriden, Connecticut, AMERICAN HEART ASSOCIATION, Meriden, Connecticut, THE CONNECTICUT INSTITUTE FOR THE BLIND, located in Hartford, Connecticut, GAYLORD FARM ASSOCIATION, Wallingford, Connecticut, THE MASONIC CHARITY FOUNDATION OF CONNECTICUT, located in Wallingford, Connecticut, MERIDEN-WALLINGFORD HOSPITAL, located in Meriden, Connecticut and the NEWINGTON CHILDRENS HOSPITAL, located in Newington, Connecticut.

If any of the organizations listed above is not an organization

described in Section 170(c), 2055(a) and 2522(a) of the Internal Revenue Code, or has ceased to exist at the time when any income of the trust would otherwise be distributed to it, the Trustee shall distribute such income among such of the other named organizations as are described in such sections of the Internal Revenue Code, or if none, to such other organization or organizations which are described in Sections 170(c), 2055(a) and 2522(a) as amended from time to time.

Any other provisions of this will notwithstanding, the trust created pursuant to this Article Seventh is organized and shall be operated exclusively for charitable purposes; no part of the net earnings thereof shall inure to the benefit of any private shareholder or individual; and the trust shall not attempt to influence legislature or participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. (11/11/69; substituted 5/21/80).

#### ARTICLE EIGHTH

I direct that all estate, inheritance, succession and like taxes, whether state or federal, that may be levied upon or with respect to my estate, or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax or upon or with respect to any beneficiary of mine, including all taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate and the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, or other recipients, nor charged against any property passing or which may have passed to any of them. (11/11/69; substituted 5/21/80).

#### ARTICLE NINTH

I grant to my Executor and Trustee all of the powers contained

in the Fiduciary Powers Act enacted by the legislature of the State of Connecticut being sections 45-100e and 45-100f subsections 1 through 27 inclusive of the Connecticut General Statutes.

Any other provisions of this will notwithstanding, the Trustee shall distribute the income for each arising in a charitable trust under this will 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.

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

It is intended that the organization to receive income payments shall be organized and operating exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no part of the activity of which is carrying on propaganda, or otherwise attempting to influence legislature and which do not participate in or intervene in any political campaign on behalf of any candidate for public office. It is intended that the recipient organization shall be such as shall be entitled to exemption from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended. (11/11/69; substituted 5/21/80).

#### ARTICLE TENTH

In determination of the property passing under Articles First, Second, Third and Fifth, the determination of my Executor, herein-after named, shall be binding upon all parties. In the event that any



provision of this will, including but not limited to the foregoing Articles, is contested by any of the parties mentioned herein, the portion or portions of my estate to which such party or parties would be entitled shall be disposed of in the same manner as though their name or names had not been mentioned herein. (11/11/69) ✓

ARTICLE ELEVENTH

I nominate and appoint THE COLONIAL BANK AND TRUST COMPANY, a banking corporation organized and existing under the Special Charter granted by the General Assembly of the State of Connecticut, having an office and principal place of business in the City of Waterbury, County of New Haven and State of Connecticut, or its successor by consolidation, merger or otherwise, Trustee of this Will, without bond. (11/11/69) ✓

ARTICLE TWELFTH

I appoint said THE COLONIAL BANK AND TRUST COMPANY, or its successor by merger, consolidation or otherwise, Executor of this will, without bond. (11/11/69) ✓

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11 th day of November, 1969.

\_\_\_\_\_  
(SEAL)

/s/ Rhoda M. Hellmann



LAST WILL AND TESTAMENT

OF

ABBIE C. HOPKINS

LATE OF

NAUGATUCK, CONN.

I, ABBIE C. HOPKINS, of the Town of Naugatuck, New Haven County, Connecticut, make, publish and declare the following as and for my Last Will and Testament, hereby revoking any and all other wills by me heretofore made.

FIRST

I direct my Executor hereinafter named to pay all my just debts and funeral expenses.

SECOND

I give and bequeath to THE COLONIAL TRUST COMPANY, a corporation of Waterbury, in said County and State, all my furniture, pictures, books, silver, jewelry, clothing and other household and personal effects, and request that it distribute them in accordance with such written directions as I may leave, sell any of said property concerning which I leave no such directions, and add the proceeds thereof to the residue of my estate which is disposed of in the Seventh Section hereof.

THIRD

I give and bequeath to each male person regularly employed by me at the time of my decease in or about my residence in Naugatuck, Connecticut, Two Hundred Dollars (\$200.00), and to each female person thus employed by me One Hundred Dollars (\$100.00), for each year and fraction of a year for which he or she shall have been so employed at the time of my decease.

To THERESA G. PILLER, of 270 Walnut Street, Waterbury, Connecticut, who is not thus employed, I give and bequeath the sum of Five Hundred Dollars (\$500.00) in recognition of her many years of faithful service.

## FOURTH

I give and bequeath to the CENTER STREET CEMETERY ASSOCIATION, of the Town of Wallingford, Connecticut, Five Hundred Dollars (\$500.00) for the uses and purposes of said Association.

## FIFTH

I give, devise and bequeath to THE GROVE CEMETERY ASSOCIATION, of said Naugatuck, any unused lots or plots in any of the cemeteries owned or maintained by it in said Naugatuck of which I may die seized or possessed, and direct my Executor to have the date of my decease inscribed upon the tablet in the Hopkins lot in the Hillside Cemetery, in said Naugatuck.

## SIXTH

I give and bequeath to the Trustee hereinafter named Five Thousand Dollars (\$5,000.00), IN TRUST, NEVERTHELESS, in perpetuity, to invest and reinvest, and pay so much of the net income thereof to THE GROVE CEMETERY ASSOCIATION aforesaid, for use by it as is reasonably necessary, in the opinion of the Trustee, for the preservation, care and maintenance of the cemetery lots and plot known as the "Hopkins" lots and the "Oliver and Harriet Evans" plot, and the monuments thereon, in the Hillside Cemetery, in said Naugatuck, and for the preservation, care and maintenance of the Guntown Cemetery, in said Naugatuck, and the monuments and headstones of the ancestors of my husband, Samuel E. Hopkins, late of said Naugatuck, deceased, which are located therein, which care shall include and require that said lots and plot shall be filled with plants each year before the thirtieth of May, tended and cared for during the Summer, and that each year before December Twenty-fifth proper Christmas wreaths shall be placed upon the monuments thereon. Any of said net income not reasonably necessary for the purposes aforesaid, in the opinion of the Trustee,

shall be added by it to the \$5,000.00 principal aforesaid, and whenever such principal shall amount to \$10,000.00, in the opinion of the Trustee, so much of the net income of said principal as is not, in the opinion of the Trustee, reasonably necessary for the purposes aforesaid, shall be transferred, paid and delivered to said GROVE CEMETERY ASSOCIATION for use by it for the general preservation, care and maintenance of said Hillside, Guntown and Grove Cemeteries.

## SEVENTH

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description, including lapsed or void legacies and devises, which fund shall be known as and named "THE HOPKINS MEMORIAL", to THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, IN TRUST, NEVERTHELESS, to invest and reinvest, and from the net income thereof to pay the following annuities:

## A.

To LILLIAN HOPKINS, widow of George B. Hopkins, of Helena, Montana, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To JESSIE PERKINS, of Wallingford, Connecticut, daughter of Helen Bartholomew Perkins, during the remainder of her life, the sum of Two Hundred Fifty Dollars (\$250.00) annually.

To EMILY HOPKINS TURTON, of Naugatuck, Connecticut, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To HARRIET HOPKINS FLINT, of Naugatuck, Connecticut, during the remainder of her life, the sum of One Hundred Dollars (\$100.00) annually.

To WILLIAM B. HOPKINS, of Naugatuck, Connecticut, during the remainder of his life, the sum of One Hundred Dollars (\$100.00) annually.

To SAMUEL J. COOK, my nephew, of Southington, Connecticut, during the remainder of his life, the sum of Two Hundred and Fifty Dollars (\$250.00) annually.

To BERTHA CHILDS BAUMANN and LENA CHILDS DELIUS, daughters of Elizabeth Bartholomew Hamilton, late of Wallingford, Connecticut, deceased, and after the decease of either of them to the survivor, during the remainder of their lives, the sum of Two Hundred Dollars (\$200.00) annually, share and share alike. Upon the decease of both the said Bertha Childs Baumann and Lena Childs Delius, said annuity of Two Hundred Dollars (\$200.00) shall be paid to the daughters of said Bertha Childs Baumann, to wit: NATALIE RICHARDSON and MADELINE EASTOP, share and share alike, and to the survivor of them, during the remainder of their lives. Upon the death of the last survivor of said four named beneficiaries, I direct that the sum of Four Thousand Dollars (\$4,000.00) be paid from the principal of said trust fund to ANNE ELIZABETH RICHARDSON, daughter of Natalie-Richardson, aforesaid, if she be then living, to be hers absolutely.

Until said trust fund is established, I direct my Executor to pay from my general estate, quarterly or semi-annually, from the date of my death, the annuities payable to each of the aforesaid persons named in this paragraph, except to those whose annuity is not payable until after the death of another person, provided, however, that if any of the persons thus provided for dies before the expiration of twelve months after my death, said payments provided for him or her shall terminate upon his or her death.

B.

To THE CONGREGATIONAL CHURCH SOCIETY, of Naugatuck, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, to be known as "THE HOPKINS FUND", for the general uses and purposes of said Society.

To ST. MICHAEL'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Naugatuck, Connecticut, the sum of One Hundred Dollars (\$100.00) annually, in perpetuity, to be known as "THE ADAMS FUND", for the general uses and purposes of said Parish.

To THE NEW HAVEN COUNTY ANTI-TUBERCULOSIS ASSOCIATION, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the use of GAYLORD FARM SANITORIUM, of Wallingford, Connecticut.

To THE MASONIC CHARITY FOUNDATION OF CONNECTICUT, now located in Wallingford, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, in memory of my husband's father, WILLARD HOPKINS, and his uncle, ENOS O. ADAMS, for the general uses and purposes of said Foundation.

To NAUGATUCK DAY NURSERY, of Naugatuck, Connecticut, the sum of One Hundred Dollars (\$100.00) annually, in perpetuity, for the general uses and purposes of said Nursery.

To NAUGATUCK CHAPTER OF THE AMERICAN RED CROSS, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the general uses and purposes of said Chapter.

To BOROUGH OF NAUGATUCK, CONNECTICUT, the sum of Eighty Dollars (\$80.00) annually, in perpetuity, for the use and maintenance of the SCOTT STREET PLAYGROUND, heretofore conveyed by my husband, Samuel E. Hopkins, to said Borough.

To THE YOUNG MEN'S CHRISTIAN ASSOCIATION, of Naugatuck, Connecticut, the sum of Two Hundred Dollars (\$200.00) annually, in perpetuity, for the general uses and purposes of said Association.

If the legal existence of any of the beneficiaries hereinbefore provided for shall be terminated, or if any of said beneficiaries shall fail to function for its present purposes to the satisfaction of the Trustee, or if for any reason any of the payments provided

for cannot be made to any of such beneficiaries for the purposes and as hereinbefore provided, I direct the Trustee, upon the happening of any such contingency, to terminate said payment.

## C.

After the payment of the annuities as hereinbefore provided for, I direct that the remainder of said net income be added to the principal of said fund, and invested and reinvested for a period of time not exceeding twenty years after my decease.

(a) If, during said period of twenty years, the Governing Board of the NAUGATUCK HOSPITAL CORPORATION, a corporation of said Naugatuck, (Hereinafter referred to as "Naugatuck Hospital"), concludes that the available funds of the Naugatuck Hospital, together with the total of the income thus added to the principal of this fund, are sufficient, in its opinion, to warrant the building and maintenance of a hospital in said Naugatuck, and notifies the Trustee to that effect, and requests, in writing, that a sum of money equal to the income thus added to the principal of this fund be paid to the Naugatuck Hospital for said purpose, the Trustee is hereby authorized and directed to pay the Naugatuck Hospital all such income theretofore added to the principal of this fund, which shall be used as said Governing Board may deem wise and for the best interests of the Naugatuck Hospital, and thereafter the Trustee shall pay quarterly, in perpetuity, to the Naugatuck Hospital said remainder of the net income upon said principal sum for the general uses and purposes of such hospital.

(b) If, however, at the termination of said twenty-year period, no hospital has been built by the Naugatuck Hospital in said Naugatuck, I direct the Trustee to continue to hold and invest and reinvest said fund and the increment thereto, as aforesaid, until a hospital has been erected in said Naugatuck by the Naugatuck Hospital, and meantime to pay to THE WATERBURY HOSPITAL, a

corporation of said Waterbury, said remainder of the net income from said fund and from the increment thereto for the purpose of providing accommodations and medical care and attention for the poor and needy residents of the Borough of Naugatuck aforesaid, with the understanding, however, that the surplus of said income, if any, may be used by The Waterbury Hospital aforesaid for its general uses and purposes.))

(c) If, at some later period, a hospital is erected in said Naugatuck by the Naugatuck Hospital, I direct the Trustee to pay said remainder of the net income from said fund and from the increment thereto, in perpetuity, to the NAUGATUCK HOSPITAL, to be used for the general purposes of said institution. >>

## EIGHTH

I direct the Executor to pay all inheritance, transfer and other taxes upon each devise and legacy herein made as an expense of the administration of my estate.

## NINTH

I hereby appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this Will and Trustee of all Trusts herein created, and direct that no bond be required of it in either capacity. I further hereby authorize and empower said The Colonial Trust Company as such Executor and Trustee, in its discretion and without incurring any liability by so doing, to continue in the form in which it shall receive the same any investments of my property or to reinvest the same in such manner as it shall deem expedient, although such investments may not be of the character authorized by law for the investment of trust funds, and to sell, convey, transfer or lease any of my real or personal property upon such terms as it shall deem expedient, and to execute and deliver valid deeds, transfers, leases and other instruments

necessary or proper for such purpose, without an order of Court, requesting, however, that it refrain from making any sale or transfer of my Naugatuck residence aforesaid that may, in its opinion, injuriously affect the value of neighboring real property or unduly annoy the owners thereof. I further hereby authorize said The Colonial Trust Company, in its capacity both as Executor and as Trustee, in its discretion, to pay any of the legacies herein provided for by transferring to the legatee any such investments as it deems advisable at the market value thereof, as determined by it at the time of such payment; and, if it deems it expedient to do so, to borrow money for the purpose of making any or all of the payments herein provided for, and for that purpose to pledge any or all of the property of my estate as security for such loans, and I further authorize and direct it, so far as it may legally do so, to omit the making of any formal appraisal of the property of my estate.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 20th day of April, A.D. 1938.

ABBIE C. HOPKINS (SEAL)

Signed and sealed by the within named Testatrix, ABBIE C. HOPKINS, and by her declared to be her last Will and Testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 20th day of April, A.D. 1938.

LUCIAN D. WARNER }  
 JEAN L. ARCHAMBAULT } WITNESSES.  
 GUSTAV A. ANDERSON }

STATE OF CONNECTICUT, } SS. Naugatuck, April  
 COUNTY OF NEW HAVEN, } 20th A. D. 1938.

Then and there personally appeared the undersigned, who being duly sworn, depose and say that

they witnessed the execution of the within will of the within named Testatrix, ABBIE C. HOPKINS; that the said ABBIE C. HOPKINS subscribed said will and declared the same to be her Last Will and Testament in their presence and in the presence of Gustav A. Anderson; that they and the said Gustav A. Anderson thereafter subscribed the same as witnesses in the presence of said Testatrix and in the presence of each other and at the request of said Testatrix; that the said Testatrix at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will; and that they make this affidavit at the request of said Testatrix.

LUCIAN D. WARNER of Naugatuck, Conn.

JEAN L. ARCHAMBAULT of Middlebury, Conn.

Subscribed and sworn to, before me,  
 the day and year above written.

G. A. ANDERSON

Notary Public.



STATE OF CONNECTICUT, }  
DISTRICT OF NAUGATUCK. } SS. PROBATE COURT,

\_\_\_\_\_ 19 \_\_\_\_.

This certifies that the within and foregoing is a true and attested copy of The Last Will and Testament of ABBIE C. HOPKINS, on file in the Probate Court for the District of Naugatuck.

ATTEST: \_\_\_\_\_  
Judge

ABBIE C. HOPKINS died on the 28th day of December, 1939. The foregoing Will was admitted to probate in the Probate Court for the District of Naugatuck, Connecticut, and THE COLONIAL TRUST COMPANY confirmed as Executor on the 8th day of January, 1940.



I, FRANK KEELING, of Naugatuck, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

#### ARTICLE ONE

I direct that my funeral expenses and all my just debts, except such as at my decease shall be secured by mortgage, shall be borne and paid by my Executor out of my general estate. I further direct that all estate, successor or inheritance taxes, whether State or Federal, that may be imposed by reason of my death upon my estate or upon any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be borne and paid from my general estate and that the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed to any of them.

#### ARTICLE TWO

I give, devise and bequeath to my sister, LILLIE KEELING WURTENBERG, of Naugatuck, Connecticut, if living, all the real estate which I own at the time of my decease, subject to any existing mortgage, together with all my household furniture, furnishings, books, pictures, wearing apparel and all other articles of a similar and personal nature, the same to be here absolutely. Should my said sister be not living then I give, devise and bequeath all of the aforesaid real and personal property, subject to any existing mortgage, to my nieces, PAULINE T. SMITH and LEITA S. HULL, in equal shares, or to the survivor if either be not living, the same to be theirs absolutely, to them and their respective heirs forever.

#### ARTICLE THREE

I give and bequeath to each of the following persons the sums herein set forth, to be to each of them absolutely, to wit:

(a) To my niece, MILDRED FABER BRADLY, of Newark, New Jersey, if living, the sum of Seven Thousand Dollars (\$7,000.00).

(b) To my niece, PAULINE K. McCASKIE, of Lakewood, Ohio, if living, the sum of Seven Thousand Dollars (\$7,000.00). Should my said niece be not then living, I give and bequeath said sum to her then living children, share and share alike.

(c) To my niece, KATHERINE T. KEELING, of said Naugatuck, if living, otherwise to my niece, PAULINE K. McCASKIE, the sum of Seven Thousand Dollars (\$7,000.00).

(d) To my nephew, HOWARD K. FABER, of Miami, Florida, and his wife, in equal shares, or to the survivor if either predecease me, the sum of Seven Thousand Dollars (\$7,000.00). Should neither my said nephew or his wife be then living, I give and bequeath said sum to his then living children, share and share alike.

(e) To EDWARD JENZELL, of said Naugatuck, and his wife, in equal shares, or to the survivor if either predecease me, the sum of Five Hundred Dollars (\$500.00).

(f) To my sister, LILLIE K. WURTENBERG, if living, the sum of Six Thousand Dollars (\$6,000.00).

(g) To my niece, LEITA S. HULL, if living, the sum of Six Thousand Dollars (\$6,000.00).

(h) To my niece, PAULINE T. SMITH, if living, the sum of Six Thousand Dollars (\$6,000.00).

ARTICLE FOUR

I give and bequeath to IRENE L. SQUIRES, of said Naugatuck, if living, the sum of One Thousand Dollars (\$1,000.00), to be hers absolutely.

ARTICLE FIVE

I give and bequeath to MARGARET L. FABER, of Washington, New Jersey, if living, the sum of Five Hundred Dollars (\$500.00), to be hers absolutely.

ARTICLE SIX

I give and bequeath to each of my following named grandnephews and grandnieces, if living, to each the sum indicated, to be to each of them absolutely, to wit:

(a) To HOWARD K. FABER, JR., of Union, New Jersey, and his wife, in equal shares, or to the survivor if either predecease me, the sum of Two Thousand Dollars (\$2,000.00).

(b) To JANE R. GOLDEN, of Miami, Florida, the sum of One Thousand Dollars (\$1,000.00).

(c) To MILDRED K. FABER, of Miami, Florida, the sum of One Thousand Dollars (\$1,000.00).

(d) To DAVID K. McCASKIE, of Lakewood, Ohio, the sum of Two Thousand Dollars (\$2,000.00).

(e) To NANCY H. McCASKIE, of Lakewood, Ohio, the sum of Two Thousand Dollars (\$2,000.00).

(f) To JOHN F. McCASKIE, of Lakewood, Ohio, the sum of Two Thousand Dollars (\$2,000.00).

ARTICLE SEVEN

I give and bequeath to each of the following named persons, all of Naugatuck, Connecticut, if living, to each the sum indicated, to be to each of them absolutely, to wit:

(a) To MISS EMILY KILLER, the sum of Two Hundred Fifty Dollars (\$250.00).

(b) To MISS MARY HAMMAN, the sum of Five Hundred Dollars (\$500.00).

(c) To MISS TILLIE STATZ, the sum of Five Hundred Dollars (\$500.00).

(d) To MRS. MARY L. SOKOLOWSKI, the sum of Five Hundred Dollars (\$500.00).

(e) To MRS. BERTHA OWENS, the sum of Two Hundred Fifty Dollars (\$250.00).

(f) To MRS. MARTHA BRIGGS, the sum of Five Hundred Dollars (\$500.00).

ARTICLE EIGHT

I give and bequeath to GROVE CEMETERY ASSOCIATION, of Naugatuck, Connecticut, the sum of One Thousand Dollars (\$1,000.00) to be held as a perpetual fund, the income only thereof to be used for the care and maintenance of the Keeling lot in Hillside Cemetery and of the markers and monuments thereon. Any income not used for such purposes may be used for the general purposes of said Association.

ARTICLE NINE

I give and bequeath to THE NAUGATUCK YOUNG MEN'S CHRISTIAN ASSOCIATION, of Naugatuck, Connecticut, the sum of Five Hundred Dollars (\$500.00), to be its absolutely.

ARTICLE TEN

I give and bequeath to the NAUGATUCK CHAPTER OF THE AMERICAN RED CROSS, of Naugatuck, Connecticut, the sum of Five Hundred Dollars (\$500.00), to be its absolutely.

ARTICLE ELEVEN

All of the rest, residue and remainder of my property, both real and personal, and wheresoever situated, including any lapsed or void legacies or devises, I give, devise and bequeath to my Trustee hereinafter named, in trust, nevertheless, for the following purposes:

This trust shall continue so long as my sister, LILLIE KEELING WURTENBERG, and my nieces, PAULINE T. SMITH and LEITA S. HULL, or any one of them, shall live, and shall cease and determine upon the death of the last survivor.

So long as this trust shall continue, the net income thereof shall be applied by my Trustee for the benefit of or paid over, quarterly or at such other times as may be mutually agreed upon, to my sister, LILLIE KEELING WURTENBERG, and my nieces, PAULINE T. SMITH and LEITA S. HULL, my said sister and my said nieces to each receive one-third of such net income; provided further, that upon the death of any of said life tenants the share of the net income which would otherwise be paid to or for the benefit of such decedent shall be paid over in like proportions to the survivors.

ARTICLE TWELVE

Upon the termination of the trust created by Paragraph Eleven of this will as therein provided for, the principal thereof shall be disposed of as follows:

A.

Fifteen Thousand Dollars (\$15,000.00) shall be paid over to ST. MICHAEL'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Naugatuck, Connecticut, to be used for the general purposes of said Parish.

B.

The balance of said principal shall be retained by said Trustee and shall constitute and become a trust fund to be known as "The Frank Keeling Fund", the principal thereof to be held in trust in perpetuity and the income only thereof to be paid over to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be used for the general purposes of said Hospital.

ARTICLE THIRTEEN

I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will and Trustee of all trusts created hereunder. I further direct that no bonds be required of it in its capacity as Executor or as Trustee. I further give to my said Executor and Trustee power to sell and convey any and all real estate without an order of court and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower my said Executor and Trustee to sell, exchange, transfer or otherwise dispose of any or all property, real or personal, from time to time acquired by it in its respective capacities, and to invest and reinvest the proceeds of any property, real and personal, in such securities as it may deem wise, including stocks, bonds or other securities, or in a common trust fund established by it pursuant to any

statutes now or hereafter enacted, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds created hereunder from any investment or reinvestment made or retained by it in good faith. I further direct that said Executor and Trustee need not create a sinking fund from income or otherwise make good to principal any loss on securities purchased when from the falling due of said securities or otherwise the original cost thereof is lost in whole or in part, nor credit income or otherwise make adjustments between income and principal by reason of the fact that securities may be purchased or acquired at a discount, nor shall the income be charged in any form with losses arising from depreciation in the principal of the trust. I further authorize my said Executor and Trustee in its discretion to make payment of any legacies provided for in this will, and also partial and final distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, its judgment therein to be binding and conclusive upon all parties. I further direct that all expenses incurred, including trustee's commissions, shall be charged to principal or income as my said Executor and Trustee shall, in its sole discretion, deem fit and proper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day of December, A. D. 1954.

Frank Keeling (SEAL)

Signed and sealed by the within named Testator, FRANK KEELING, and by him declared to be his Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 15th day of December, A.D. 1954.

Phebeana V. Gerulaitis  
Edward G. Hazen  
William W. Gager } Witnesses.

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) SS. Naugatuck December 15th, A.D. 1954

Then and there personally appeared the undersigned, who being duly sworn, depose and say that they witnessed the execution of the within will of the within named Testator, FRANK KEELING; that the said FRANK KEELING subscribed said will and declared the same to be his Last Will and Testament in their presence and in the presence of William W. Gager; that they and the said William W. Gager thereafter subscribed the same as witnesses in the presence of said Testator and in the presence of each other and at the request of said Testator; that the said Testator at the time of the execution of said will appeared to them to be of full age and of sound mind and memory and competent in every respect to make a will and that they make this affidavit at the request of said Testator.

Phebeana V. Gerulaitis of Waterbury, Conn.  
Edward G. Hazen of Watertown, Conn.

Subscribed and sworn to before me, the day and year above written,

William W. Gager  
Notary Public.

We hereby certify that the within and foregoing is a true and correct copy of the original instrument on file in the Probate Court for the District of Naugatuck.  
The Colonial Trust Company

By Edward G. Hazen Authorized Signature  
BY.....  
BY.....

SIGNATURE GUARANTEED



In acknowledgment of  
the Joint Marital Agreement.  
- died May 27, 1954

I, JACOB KEELING, of Naugatuck, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby revoking all wills by me heretofore made.

ARTICLE ONE

I direct that my funeral expenses and all my just debts, except such as at my decease shall be secured by mortgage, shall be borne and paid by my Executor out of my general estate. I further direct that all estate succession or inheritance taxes, whether State or Federal, that may be imposed by reason of my death upon my estate or upon any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be borne and paid from my general estate and that the same shall not be pro rated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees, or other recipients, nor charged against any property passing or which may have passed to any of them.

ARTICLE TWO

I give and bequeath to my sister, LILLIE K. WURTENBERG, and to my brother, FRANK KEELING, or to the survivor, if either predecease me, all my household furniture, furnishings, supplies and equipment, all books, pictures, wearing apparel and other articles of personal use or adornment, and any pleasure automobiles owned by me at the time of my death, together with all equipment and accessories pertaining thereto, to be theirs absolutely.

ARTICLE THREE

I give and bequeath to each of the following named persons, all of Naugatuck, Connecticut, in recognition of their many acts of kindness toward my people, the sums herein set forth, to be to each of them absolutely:

To MARY HAMMAN, Five Hundred Dollars (\$500.00).

To TILLIE STATZ, Five Hundred Dollars (\$500.00).

To MR. and MRS. EDWARD JENZELL, in equal shares, or to the survivor if either predecease me, Five Hundred Dollars (\$500.00).

To MR. and MRS. FRANK SOKOLOWSKI, SR., in equal shares, or to the survivor if either predecease me, Five Hundred Dollars (\$500.00).

To MRS. E. R. HANCE, Two Hundred Dollars (\$200.00).

ARTICLE FOUR

I give and bequeath to ST. MICHAEL'S PARISH OF THE PROTESTANT EPISCOPAL CHURCH, of Naugatuck, Connecticut, the sum of Twenty-five Thousand Dollars (\$25,000.00) to be added to the Endowment Fund of said Parish.

ARTICLE FIVE

I give and bequeath to GROVE CEMETERY ASSOCIATION, of Naugatuck, Connecticut, the sum of One Thousand Dollars (\$1,000.00), the income thereof to be used for the care of the Grove Cemetery; I also give and bequeath to said Grove Cemetery Association a further sum of One Thousand Dollars (\$1,000.00), the income thereof to be used for the care of the Hillaide Cemetery.

ARTICLE SIX

I give and bequeath to the YOUNG MEN'S CHRISTIAN ASSOCIATION, of Naugatuck, Connecticut, the sum of One Thousand Dollars (\$1,000.00), to be used for the general purposes of said Association.



ARTICLE SEVEN

I give and bequeath to the NAUGATUCK CHAPTER OF THE AMERICAN RED CROSS, the sum of One Thousand Dollars (\$1,000.00), to be used for the general purposes of said Chapter.

ARTICLE EIGHT

I give and bequeath to NASHOTAH HOUSE, of Nashotah, Wisconsin, a Theological Seminary, to be used for the general purposes of said Seminary, the sum of One Thousand Dollars (\$1,000.00).

ARTICLE NINE

I give and bequeath to each of the following named persons who shall survive me, to be to each absolutely, the sums herein set forth, to wit:

To MRS. MARGARET FABER, of Washington, New Jersey, the sum of Five Hundred Dollars (\$500.00).

To MR. and MRS. HOWARD FABER, SR., of Bloomfield, New Jersey, in equal shares, or to the survivor if either predecease me, Five Thousand Dollars (\$5,000.00).

To MILDRED BRADLY, of Newark, New Jersey, Five Thousand Dollars (\$5,000.00).

To KATHERINE KEELING, daughter of my brother, Fred Keeling, of Passaic, New Jersey, Five Thousand Dollars (\$5,000.00).

To MR. and MRS. KENNETH McCASKIE, of Lakewood, Ohio, in equal shares, or to the survivor if either predecease me, Five Thousand Dollars (\$5,000.00).

To MR. and MRS. HOWARD K. FABER, JR., of Union, New Jersey, in equal shares, or to the survivor if either predecease me, Two Thousand Dollars (\$2,000.00).

To JANE R. FABER, of Lima, Peru, Two Thousand Dollars (\$2,000.00).

To MILDRED K. FABER, of Bloomfield, New Jersey, Two Thousand Dollars (\$2,000.00).

To DAVID K. McCASKIE, of Lakewood, Ohio, Two Thousand Dollars (\$2,000.00).

To NANCY McCASKIE, of Lakewood, Ohio, Two Thousand Dollars (\$2,000.00).

To JOHN McCASKIE, of Lakewood, Ohio, Two Thousand Dollars (\$2,000.00).

To PAULINE T. SMITH, of Naugatuck, Connecticut, the sum of Five Thousand Dollars (\$5,000.00).

To LEITA S. HULL, of Naugatuck, Connecticut, the sum of Five Thousand Dollars (\$5,000.00).

ARTICLE TEN

All of the rest, residue and remainder of my property, both real and personal, and wheresoever situated, including all lapsed or void legacies, I give, devise and bequeath to my Trustee hereinafter named, to be held in trust, nevertheless, and the net income thereof to be paid over, quarterly or at such other times as may be mutually agreed upon, in shares as follows:

Twenty-five per cent (25%) of said net income shall be paid over to or applied by my Trustee for the benefit of my brother, FRANK KEELING, so long as he shall live.

Twenty-five per cent (25%) of said net income shall be paid over to or applied by my Trustee for the benefit of my sister, LILLIE K. WURTENBERG, so long as she shall live.

Twenty-five per cent (25%) of said net income shall be paid over to or applied by my Trustee for the benefit of my niece, PAULINE T. SMITH, so long as she shall live.

Twenty-five per cent (25%) of said net income shall be paid over to or applied by my Trustee for the benefit of my niece, LEITA S. HULL, so long as she shall live.

Upon the death of any of the aforesaid named beneficiaries, or should any of them be not living at the inception of this trust, the share of net income which he or she would receive if living shall be paid in equal shares to the survivors so long as they or any of them shall live.

I further authorize and direct my Trustee to pay over to or apply for the benefit of my nieces, PAULINE T. SMITH and LEITA S. HULL, should their resources be not sufficient therefor, so much of the principal of the trust fund as shall be necessary, in the absolute discretion of my Trustee to assure them of their comfortable support and maintenance during their lives.

Upon the death of the last survivor of the aforesaid named beneficiaries, or should none of them be living at my decease, this trust shall cease and determine and the then principal thereof shall be paid over and delivered to The Colonial Trust Company, of Waterbury, Connecticut the same to be held in trust as a perpetual trust fund to be known as "The Jacob Keeling Fund", the income only thereof to be paid to THE WATERBURY HOSPITAL, of Waterbury, Connecticut, to be used for the general purposes of said Hospital.

ARTICLE ELEVEN

I appoint THE COLONIAL TRUST COMPANY, of Waterbury, Connecticut, to be Executor of this will and Trustee of all trusts created hereunder. I further give to my said Executor and Trustee power to sell and convey any and all real estate, without an order of court, upon such terms, including the taking of a purchase money mortgage, as it may deem wise, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower my said Executor and Trustee to sell, exchange, transfer or otherwise dispose of any and all other property from time to time acquired by it in its respective capacities, and to invest and reinvest the proceeds of any property, real and personal, and any principal funds in such securities as it may deem wise, including stocks, bonds or other securities, or in a common trust fund established by it pursuant to any statutes now or hereafter enacted, expressly directing that it shall not be confined to investments permissible by law for trustees, and I do hereby declare that it shall not be liable for any loss resulting to my estate or to the trust funds created hereunder from any investment or reinvestment made or retained by it in good faith. I further authorize my said Executor and Trustee in its discretion to make distribution of my estate by transferring money, securities or other property as it may deem advisable at the market value thereof as determined by it at the time of such distribution, its judgment therein to be binding and conclusive upon all parties. I further direct that all expenses incurred, including trustee's commissions, shall be charged to principal or income as my said Executor and Trustee shall in its sole discretion, deem fit and proper.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 30th day of June, A. D. 1952.

JACOB KEELING (SEAL)

Signed and sealed by the within named Testator, JACOB KEELING, and by him declared to be his Last Will and Testament in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 30th day of June, A. D. 1952.

Phebeana Gerulaitis

Esther L. Stone

Ann Jean McGann

Witnesses.

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) SS. Waterbury

Be it remembered that on this 30th day of June, 1952, before me, L. D. Warner, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who being duly sworn, severally make oath and say that they witnessed the within will of the within named Testator, JACOB KEELING, and subscribed the same in his presence and at his request, and in the presence of each other; that the said JACOB KEELING, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory; that he signed said will and declared the same to be his Last Will and Testament in their presence; and that they make and sign this affidavit at the request of said Testator.

Phebeana Gerulaitis of Waterbury, Conn.  
Esther L. Stone of Waterbury, Conn.  
Ann Jean McGann of Waterbury, Conn.

Subscribed and sworn to before me,  
the day and year above written,

L. D. Warner  
Notary Public.

We hereby certify that the within and foregoing is a true and correct copy of the original instrument on file in the Probate Court for the District of Naugatuck, Connecticut.

The Colonial Trust Company  
Waterbury, Conn.

By: Edward A. Hays  
Authorized Signature

Jacob Keeling died May 27, 1954.  
Will was admitted to probate in the Probate Court for the District of Naugatuck, Connecticut, and The Colonial Trust Company of Waterbury was confirmed as Executor on JUN 17 1954



I, HARRIET KIRK, of Waterbury, County of New Haven and State of Connecticut, make, publish and declare the following as and for my last Will and Testament, hereby revoking any other Wills and Codicils by me heretofore made.

FIRST

I give, devise and bequeath to my sister, ELIZABETH, any and all real estate standing in my name, if she survives me.

SECOND

I desire my Executor to give my household furniture, utensils, jewelry and personal apparel to the persons designated on a list in my own handwriting which will be found in my safe deposit box.

THIRD

All the rest, residue and remainder of my property, of every kind and description, including lapsed legacies and devises, I give, devise and bequeath to THE WATERBURY NATIONAL BANK, a banking corporation organized under Acts of Congress of the United States and having its office and principal place of business in said Waterbury, or its successor by merger, consolidation or otherwise, IN TRUST without bonds, in perpetuity to hold, manage, invest and reinvest in such securities and other property as the Trustee in its sole judgment may from time to time deem prudent, without regard to any limitations now or hereafter imposed on investments by trustees by the statutes of any state, and to dispose of the principal, increment and net

*Harriet Kirk*

income thereof as follows:

A.

To pay one-half of the net income to THE SECOND CONGREGATIONAL SOCIETY OF WATERBURY, the same to be used by the Executive Board of said Church toward the payment of reasonable salaries for the paid working force of the Church, and any balance thereof to be used for such Church purposes as my Trustee shall deem for the best interests of said Society. In the event that said Society shall go out of existence and said Church no longer exists as such, then said income shall be divided equally among the corporations and association hereinafter mentioned in Section B; but, if said Society shall merge with any other church society and my Trustee believes that the society so formed carries out the teachings and principles of said Society, then my Trustee shall pay the net income to such society for the purposes aforesaid, but, if my Trustee believes that the amalgamated society does not carry out the principles of said The Second Congregational Society of Waterbury, then the income shall be divided equally among the corporations and association hereinafter mentioned in Section B.

B.

1. To pay one-tenth of the net income to WATERBURY DAY NURSERY ASSOCIATION, a charitable Association located in said Waterbury, the same to be used for the general purposes of the Association. In the event that said Association goes out of existence, then said income shall be divided equally among the other corporations mentioned in Section B; but, if said Association shall merge with any other association or corporation and my Trustee believes that the association or corporation so

formed carries out the purposes of the WATERBURY DAY NURSERY ASSOCIATION, then my Trustee shall pay the net income to such amalgamated association or corporation, but, if my Trustee believes that the amalgamated association or corporation does not carry out the purposes of said WATERBURY DAY NURSERY ASSOCIATION, then the net income shall be divided equally among the other charitable and eleemosynary corporations mentioned in Section B.

2. To pay one-tenth of the net income to THE SOUTHMAYD HOME, INC., a charitable corporation located in said Waterbury, the same to be used for the general purposes of the corporation. In the event that said corporation goes out of existence, then said income shall be divided equally among the other corporations and association mentioned in Section B; but, if said corporation shall merge with any other corporation and my Trustee believes that the corporation so formed carries out the purposes of THE SOUTHMAYD HOME, INC., then my Trustee shall pay the net income to such amalgamated corporation, but, if my Trustee believes that the amalgamated corporation does not carry out the purposes of said THE SOUTHMAYD HOME, INC., then the net income shall be divided equally among the other charitable and eleemosynary corporations and association mentioned in Section B.

3. To pay one-tenth of the net income to THE WATERBURY VISITING NURSES' ASSOCIATION, INC., a charitable corporation located in said Waterbury, the same to be used for the general purposes of the corporation. In the event that said corporation goes out of existence, then said income shall be divided equally among the other corporations and association mentioned in Section B; but, if said corporation shall merge with

any other corporation and my Trustee believes that the corporation so formed carries out the purposes of THE WATERBURY VISITING NURSES' ASSOCIATION, INC., then my Trustee shall pay the net income to such amalgamated corporation, but, if my Trustee believes that the amalgamated corporation does not carry out the purposes of said THE WATERBURY VISITING NURSES' ASSOCIATION, INC., then the net income shall be divided equally among the other charitable and eleemosynary corporations and association mentioned in Section B.

4. To pay one-tenth of the net income to THE ST. MARY'S HOSPITAL CORPORATION, an eleemosynary corporation located in said Waterbury, the same to be used for the general purposes of the corporation. In the event that said corporation goes out of existence, then said income shall be divided equally among the other corporations and association mentioned in Section B; but, if said corporation shall merge with any other corporation and my Trustee believes that the corporation so formed carries out the purposes of THE ST. MARY'S HOSPITAL CORPORATION, then my Trustee shall pay the net income to such amalgamated corporation, but, if my Trustee believes that the amalgamated corporation does not carry out the purposes of said THE ST. MARY'S HOSPITAL CORPORATION, then the net income shall be divided equally among the other charitable and eleemosynary corporations and association mentioned in Section B.

5. To pay one-tenth of the net income to THE WATERBURY HOSPITAL, INC., an eleemosynary corporation located in said Waterbury, the same to be used for the general purposes of the corporation. In the event that said corporation goes out of existence, then said income shall be divided equally among the

*Harriet 76 R.*



other corporations and association mentioned in Section B; but, if said corporation shall merge with any other corporation and my Trustee believes that the corporation so formed carries out the purposes of THE WATERBURY HOSPITAL, INC., then my Trustee shall pay the net income to such amalgamated corporation, but, if my Trustee believes that the amalgamated corporation does not carry out the purposes of THE WATERBURY HOSPITAL, INC., then the net income shall be divided equally among the other charitable and eleemosynary corporations and association mentioned in Section B.

FOURTH

Should all of the corporations mentioned in Sections A and B aforesaid cease to exist and there shall be corporation or corporations formed as aforesaid, so that there will be no charitable or eleemosynary corporation to which the income from the trust shall be paid, then my Trustee shall give the net income, in such proportion as it may deem advisable, to other charitable, religious and eleemosynary corporations as shall be located in Waterbury, which carry out the principles and teachings of the corporations hereinbefore mentioned, and my Trustee shall have full discretion to designate the appropriate corporation or corporations and shall have full discretion as to the proportion of the net income which shall be paid to each corporation designated.

day  
Es  
ir

FIFTH

I appoint said THE WATERBURY NATIONAL BANK, or

Harriet F. W.

IN WITNESS WHEREOF, I have hereunto set my hand  
and seal, this 15 day of June, 1942.

Harriet Kirk (SEAL)

Signed, sealed, published and declared as and for  
her last Will and Testament by the Testatrix, HARRIET KIRK, in  
our presence, who, in her presence, in the presence of one  
another and at her request, have hereunto subscribed our names  
as witnesses, this 15th day of June, 1942.

Ottie P. Wilkie  
Natalie E. Gray  
Allen L. Bartsch

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN ) SS: Waterbury.

We, the undersigned, being duly sworn, depose  
and say that on the 15th day of June, 1942, the above named  
Testatrix, HARRIET KIRK, signed the foregoing Will in our  
presence as witnesses; that we thereupon subscribed our names  
thereto as witnesses, in her presence and at her request, and in

the presence of one another; that at the time of the execution of said Will said HARRIET KIRK appeared to be of full age and of sound and disposing mind and memory; and that this affidavit is made at her request.

Ottilie P. Wilke

Natalie E. Gray

Helen M. Bartsch

STATE OF CONNECTICUT )  
COUNTY OF NEW HAVEN )

SS: Waterbury, June 15, 1942.

Personally appeared OTTILIE P. WILKE,

NATALIE E. GRAY and HELEN M. BARTSCH,

who subscribed the foregoing affidavit and made solemn oath to the truth of the same,

Before me,

Arthur James Larkin  
Notary Public.

At a Probate Court held at Waterbury, within and for the District of Waterbury, on the 22nd of September A. D. 19 53.

JAMES R. LAWLOR,  
Present, ~~Patrick Henley~~, Judge.

Estate of HARRIET KIRK late of Waterbury  
in said District, deceased,

Upon application praying that an instrument purporting to be the last Will and Testament ~~and Codicil thereto~~ of said deceased be admitted to Probate, EARL AVERY made sworn return that the order of this Court directing public notice of the time and place assigned for a hearing upon said application has been complied with, which this Court finds to be true and said return is accepted, ordered recorded and lodged on file; ~~this Court finds that all persons known to be interested in said Estate have signed a waiver of notice of a hearing on said application, which waiver has been duly filed in Court, and is ordered recorded and lodged on file~~ that for good cause shown, viz -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having fully heard the matter, this Court finds the allegations of said application proved and true.

And the due execution of said last Will and Testament ~~and Codicil~~ according to law, to pass real and personal estate, and that the testator at the time of executing the same was of sound and disposing mind and memory, having been fully proved. by the affidavit of OTTILIE P. LKE, NATALIE E. GREY and HELEN M. BARTSCH, the three subscribing witnesses,

the Court finds the same to be true. It is, therefore, considered by this Court that said Will ~~and Codicil~~ is ~~are~~ proved and the same is ~~are~~ approved and ordered to be recorded and lodged on file.

And on the 22nd day of September A. D. 19 53,

THE WATERBURY NATIONAL BANK

appointed by the said Will execut or thereof

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Administrat-~~  
by EARL AVERY, Trust Officer, and ~~on said Estate, who appeared in Court, accepted said trust and gave bond with sufficient security, in the sum of dollars, which bond is approved, accepted, ordered recorded and lodged on file.~~

Attest:

*James R. Lawlor* Judge.



Henry Peck

KNOW ALL MEN that I, Henry H. Peck, of Waterbury, County of New Haven, State of Connecticut, being of sound and disposing mind and memory, do make, publish and declare this my last will and testament. hereby revoking all former wills by me at any time heretofore made.

1. After the payment of my funeral expenses, and my debts which I possibly may owe, although I am not in the habit of owing anything, I give, devise and bequeath all of my property and estate in manner and form as follows:

2. To my sisters, Lucy A. Peck and Harriet E. Bradley, and to the survivor of them, I give all my furniture, pictures, books, wearing apparel, jewelry, and such other articles of personal use as may be contained in my rooms at The Elton, in said Waterbury, to make such disposition of the same as they deem best, and I direct that no inventory be made of the same.

3. To my sister, Lucy A. Peck, I give One Hundred Thousand Dollars (\$100,000.00); to my sister, Harriet E. Bradley, I give One Hundred Thousand Dollars (\$100,000.00); and to my nephew, Clarence P. Bradley, I give Fifty Thousand Dollars (\$50,000.00), to be to them and their heirs forever. Should my said sister, Lucy A. Peck, die before me, I direct that the legacy herein given to her shall become part of the residue of my estate, to be disposed of as hereinafter provided. Should my said sister, Harriet E. Bradley, die before me, I direct that the legacy herein given to her shall be paid over to my nephew, Clarence P. Bradley, if living, and if the said Clarence P. Bradley should

die before me, leaving issue, I direct that the legacy herein given to him, and the legacy of my sister, Harriet E. Bradley, herein given to him in the event of her death before me, shall be divided equally among his issue, per stirpes and not per capita, but in lieu of issue of the said Clarence P. Bradley, I direct that said legacies shall become part of the residue of my estate, to be disposed of as hereinafter provided.

4. To my cousin, Annie Armstrong Halstead, wife of Edgar Halstead, of Ocean Park, State of California, I give Five Thousand Dollars (\$5,000.00); and to Justin Halstead, Robert G. Halstead, Lucia E. Halstead, Muriel E. Halstead and Hazel S. Halstead, sons and daughters of the said Annie Armstrong and Edgar Halstead, I give Five Thousand Dollars (\$5,000.00) each, the same to be to them and their respective heirs and assigns forever.

5. To William D. Armstrong, Frank Armstrong and Wade Armstrong, sons of my cousin, Lucia Armstrong, deceased, I give Five Thousand Dollars (\$5,000.00) each, the same to be to them and their respective heirs and assigns forever.

6. To my cousin, Emma W. Bonney, of Salem, Massachusetts, I give Five Thousand Dollars (\$5,000.00); and to Frank S. Bonney, George Bonney and Robert Bonney, sons of my cousin Emma W. Bonney and Dr. Frank Bonney, I give One Thousand Dollars (\$1,000.00) each, the same to be to them and their respective heirs and assigns forever.

7. If any of the legatees named in the three preceding sections of this will should die before me, leaving issue, I direct that the legacy bequeathed to him or her shall be paid to said issue, share and share alike, so that the issue of any one shall take between them the share which their

parent would have taken if living. In the event of the death of any one of said persons before me, without issue, I direct that the legacy herein given to him or her shall be divided equally among his or her brothers and sisters, and their issue, per stirpes, and not per capita.

8. To Almon C. Judd, to Pearl Judd, his wife, and E. Webster Judd, his son, all of said Waterbury, I give the sum of Two Thousand Dollars (\$2,000.00) each, in token of my friendship and remembrance, to be to them and their heirs forever.

9. To Natalie Selby Schley and to her son, Buchanan Schley, Jr., of New York, I give the sum of One Thousand Dollars (\$1,000.00) each, to be to them and their heirs forever.

10. To Richard Preusser, Joseph Henderson, Archie R. Evans, John L. Chatfield, Julia Wilson and Clara H. Small, all of said Waterbury, I give the sum of Two Thousand Dollars (\$2,000.00) each, in appreciation of their services to me for many years past.

11. To the Colonial Trust Company, of Waterbury, Connecticut, I give the sum of Fifteen Thousand Dollars (\$15,000.00), in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure and to pay over the net income arising therefrom to such person or persons as shall from time to time have the charge and management of the Peck Memorial Library, in the village of Kensington, in the Town of Berlin, Hartford County, Connecticut, one-half of said income to be used in the care, maintenance and expenses of said Library, one-quarter of said income to be used exclusively in the purchase of books for said Library, and the remaining one-quarter to be held, invested and accumulated by the managers of said Library as a special fund to be used by



them for the general improvement of the Library building or making an addition thereto should the same become necessary.

12. To the Meriden Trust Company, of Meriden, Connecticut, I give Thirty Thousand Dollars (\$30,000.00), in trust, nevertheless, for the following uses and purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and from the net income thereof to pay the Walnut Grove Cemetery Association, of Meriden, Connecticut, so much as may be necessary to care for my lot in said cemetery, and to maintain, care for and keep in repair the mausoleum erected thereon, forever. The balance of said net income is to be paid annually by said Trust Company to The Meriden Hospital, located in said Meriden, for the general uses of said institution.

13. To St. John's Protestant Episcopal Church, of Waterbury, Connecticut, I give the sum of Thirty Thousand Dollars (\$30,000.00), and to Trinity Protestant Episcopal Church, of said Waterbury, I give the sum of Fifteen Thousand Dollars (\$15,000.00), to be to them and their successors forever.

14. To the Waterbury Masonic Temple Corporation, of Waterbury, Connecticut, I give the sum of Twenty-five Thousand Dollars (\$25,000.00), to be to it and its successors forever.

15. I give and bequeath to the following named institutions, corporations and societies the amounts hereinafter set forth, to be to them and their successors forever, to wit:

St. Margaret's School for Girls, located on Grove Street, in said Waterbury, Ten Thousand Dollars (\$10,000.00).

Westover School for Girls, located in Middlebury, Connecticut, Ten Thousand Dollars (\$10,000.00).

The Waterbury Visiting Nurses Association, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

Berea College, located in the State of Kentucky, Three Thousand Dollars (\$3,000.00).

The Mattatuck Historical Society, of said Waterbury, Two Thousand Dollars (\$2,000.00).

The Southmayd Home, Incorporated, of said Waterbury, Three Thousand Dollars (\$3,000.00).

The Waterbury Institute of Craft and Industry, of said Waterbury, Three Thousand Dollars (\$3,000.00).

The Boys' Club, Incorporated, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

The Waterbury Day Nursery Association, of said Waterbury, Ten Thousand Dollars (\$10,000.00).

The Connecticut Children's Aid Society, of Hartford, Connecticut, for the use of its Home for Crippled and Invalid Children, at Newington, Connecticut, Five Thousand Dollars (\$5,000.00).

The Robert Hungerford Industrial School, or by whatever name it may be known, situated in or near the Town of Maitland, in the State of Florida, Two Thousand Dollars (\$2,000.00).

16. Whereas, the Board of Directors of the Waterbury Hospital, of said Waterbury, has entered into a contract for the construction of an addition to the buildings of said hospital, and I have agreed with said directors to defray the cost of building the same, if I do not make other provision for said cost prior to my death, I direct my executor to pay over to the Treasurer of said Hospital such sum as may be determined by my executor and the Board of Directors of said Hospital to be necessary to pay the cost of said building.

17. I direct that all gifts, bequests, and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether State or Federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

18. All the rest, residue, and remainder of my property, both real and personal, of which I shall die seized and possessed and to which I shall be entitled at the time of my decease, and wherever the same may be located, is to be divided into four equal shares, and I give, devise and bequeath one of said shares to The Colonial Trust Company, of said Waterbury, in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income semi-annually to the Waterbury Hospital, of said Waterbury, for the general uses of said institution.

I give, devise and bequeath one of the remaining three shares to The Colonial Trust Company, of said Waterbury, in trust, nevertheless, for the following purposes, to wit: to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income therefrom to my sister, Lucy A. Peck, during her life, and upon her death, I direct that said share shall become a part of and be added to the Trust Fund held by The Colonial Trust Company for the use and benefit of the Waterbury Hospital, and that the income from both of said shares be thereafter paid semi-annually to said Hospital for the general uses of said institution.

The remaining two shares are to be divided equally between my sister, Harriet E. Bradley, and my nephew, Clarence P. Bradley, to be to them and their heirs forever. Should my said sister, Harriet E. Bradley, die before me, I direct that the share herein given to her shall be paid over to my nephew, Clarence P. Bradley, if living, and if the said

Clarence P. Bradley should die before me, leaving issue, I direct that the share herein given to him, and the share of my sister, Harriet E. Bradley, herein given to him in the event of her death before me, shall be divided equally among his issue, per stirpes and not per capita, but if the said Clarence P. Bradley should die without leaving issue, I direct that said shares shall become part of and be added to the Trust Fund held by The Colonial Trust Company for the use and benefit of the Waterbury Hospital.

19. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds, and hereby give to the said The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of court, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto, and I empower it to invest and reinvest the proceeds of my property, real and personal, in such securities as it may deem wise, including such stocks, bonds and other securities of such companies as it may consider proper, hereby vesting The Colonial Trust Company as my Executor and Trustee with power to continue any of my investments in their present form, or to change the same to any other form which it may deem wise so that it shall not be obliged to invest only in securities prescribed by law for investment of trust funds, and I do hereby declare that it shall not be held liable for any loss resulting to my estate or to the Trust Fund held by it from any investment or reinvestment made or retained by it in good faith.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Waterbury, Connecticut, this 12th day of June, 1918.

HENRY H. PECK (SEAL)



I, Edith F. Poole, of Waterbury, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

2. I give and bequeath to the Riverside Cemetery Association, of Waterbury, Connecticut, the sum of Five Hundred Dollars (\$500.00), to be held as a perpetual fund, and the income only thereof to be used for the care and maintenance of my family lot and the monument and markers thereon, in said cemetery.

3. I give and bequeath to my cousin, George B. C. Rugg, of Arlington, Massachusetts, the sum of Two Thousand Dollars (\$2,000.00), to be his absolutely. If my said cousin should predecease me, I direct that this legacy of Two Thousand Dollars be divided equally among his children then living and the issue of any who may then be dead, said issue to take among them the share their parent would have received if living.

4. I give and bequeath to my aunt, Elizabeth W. Heath, if she survives me, the sum of Five Thousand Dollars (\$5,000.00). If she should predecease me said sum is to become part of the rest and residue of my estate.

5. I give and bequeath to my aunt, Annie E. Poole, if she survives me, the sum of One Thousand Dollars (\$1,000.00). If she should predecease me, I give said sum to my cousins, Ella A. Titus and Annie L. Titus, to be equally divided between them. If either one of my said cousins should also predecease me, I give said sum to the survivor of them. If, however, both of

said cousins should predecease me, the said legacies shall become part of the residue of my estate.

6. I give and bequeath to my cousins, Ella A. Titus and Annie L. Titus, the sum of Two Thousand Dollars (\$2,000.00) each. If either one should predecease me, I give and bequeath her legacy to the survivor of them. If, however, both of said cousins should predecease me, the said legacies shall become part of the residue of my estate.

7. All the rest and residue of my estate I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, in trust, however, to hold, possess, sell, exchange, invest and reinvest and to distribute the net income thereof as follows:

A. Said trust shall pay over one-half of said net income, quarterly, to my aunt, Elizabeth W. Heath, of Waterbury, Connecticut, for and during her life. If she should predecease me, or if she should survive me then upon her death, I direct that said share of the net income shall be paid over to my cousins, Ella A. Titus and Annie L. Titus, to be equally divided between them, for and during their lives, or paid over to the survivor of them during her life.

B. The remaining one-half of the net income of said trust fund shall be divided equally between my cousins, Ella A. Titus and Annie L. Titus, both of Somerville, Massachusetts, for and during their lives. If either one should predecease me, or should survive me then upon the death of either one, I direct that said share be paid to the survivor for and during her life. Upon the death of both of said cousins I direct that said share of said income shall be paid to my aunt, Elizabeth W. Heath, if

living, for and during her life.

8. Upon the death of the last survivor of said beneficiaries, said trustee shall pay over, from the principal of said trust fund, the sum of Ten Thousand Dollars (\$10,000.00), to the Waterbury Hospital, of Waterbury, Connecticut, to be known as the "Francis A. and Florence A. Poole Fund", in memory of my Father and Mother, and to be held as a permanent fund and invested and reinvested, and the net income thereof applied towards the establishment and maintenance of a free room in said hospital for the use of such person or persons as the minister in charge for the time being, of the Second Congregational Church, of Waterbury, Connecticut, may designate.

9. The remainder of the principal of said trust fund shall continue to be held in trust by the said The Colonial Trust Company, with like powers, and the net income thereof shall be divided equally, semi-annually, between the Second Congregational Church, of Waterbury, Connecticut, and The Waterbury Hospital, of Waterbury, Connecticut, the same to be used for the general purposes of said organizations.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether state or federal, and that all such taxes shall be borne and paid by my Executor out of my general estate.

11. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this Will, without bonds.

IN WITNESS WHEREOF, I have hereunto set my hand and



seal, this 11<sup>th</sup> day of April, 1928.

Edith F. Poole (SEAL)

Signed and sealed by the within named testatrix, Edith F. Poole, and by her declared to be her last will and testament in our presence who have hereunto subscribed our names as witnesses in her presence and in the presence of each other, and at her request, this 11<sup>th</sup> day of April, 1928

Gertrude L. Snagg }

Lucian D. Warner }

Esther A. Anderson }

Witnesses

STATE OF CONNECTICUT }

COUNTY OF NEW HAVEN }

Ss. Waterbury

Be it remembered that on this 11<sup>th</sup> day of April, 1928, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, being duly sworn, severally make oath and say that they witnessed the within will of the within named testatrix, Edith F. Poole, and subscribed the same in her presence and at her request, and in the presence of each other; that the said Edith F. Poole, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory; that she signed said will and declared the same to be her last will and testament in their presence, and that they make and sign this affidavit at the

request of said testatrix.

Gertrude L. Snagg of Waterbury, Conn.

Lucian Thomas of Norfolk, Conn.

Charles A. Anderson of \_\_\_\_\_

Subscribed and sworn to before me,  
this 11<sup>th</sup> day of April, 1928.

Robert Walker  
Notary Public.



ONE ORIGINAL HELD BY COLONIAL BANK

FILE COPY

This TRUST AGREEMENT made and entered into this 25th day of October, 1984, by and between WILMA A. SNOWDEN, of 663-B Heritage Village, Southbury, Connecticut, (hereinafter referred to as the Settlor), and COLONIAL BANK, a Connecticut banking corporation having a principal office at Waterbury, Connecticut, (hereinafter referred to as the Trustee).

1. TRUST PROPERTY: The Settlor has delivered or may hereafter deliver certain property to the Trustee, which property may include life insurance policies payable to the Trustee as beneficiary. That property, including the proceeds of any such life insurance, and any other property that may be added to this Trust, shall constitute the trust property. The Trustee shall hold, manage, invest and reinvest the trust property and distribute the income therefrom, and the principal thereof, in accordance with the terms and provisions of this Agreement.

2. ADDITIONAL PROPERTY: The Settlor may also, by her Last Will and Testament, provide for additional property to be part of the trust estate, subject to the terms and conditions thereof.

3. TRUSTEE'S DUTIES DURING SETTLOR'S LIFETIME: The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and disburse all net income therefrom to, or for the benefit of, the Settlor during her lifetime, and shall pay to her or for her benefit such amount, or amounts of principal as the Settlor may in writing from time to time request, or in the event of her incapacity, such amount or amounts of principal as the Trustee, in its sole discretion, shall deem advisable.

4. POWER OF AMENDMENT AND REVOCATION: The Settlor reserves the right to amend, modify or revoke this trust in whole or in part, at any time or times, by notice in writing, delivered to the Trustee, and such amendment, modification or revocation shall be effective immediately upon delivery to the Trustee, except that changes with respect to the Trustee's duties, liabilities or compensation shall not be effective without its consent.

5. TRUSTEE'S DUTIES ON DEATH OF SETTLOR: Upon the death of the Settlor, the Trustee shall pay to the Executor or Administrator of the Settlor's estate such sum or sums of money as said Executor or Administrator may request in the event that there are insufficient assets in the Settlor's estate to pay the various legacies as set forth in Settlor's Last Will and Testament, or to pay inheritance taxes, whether State or Federal, which may be assessed against Settlor's estate, and to pay any administration or testamentary expenses or debts in respect to the settlement of Settlor's estate.

The Trustee shall receive all assets of whatever kind and nature that may be added to this Trust during the Settlor's lifetime, or by testamentary devise or bequest, shall invest and reinvest the same in such manner as it may deem advisable, and shall hold the same as follows:

A. ONE-HALF (1/2) thereof shall be held by the Trustee for the benefit of the Settlor's niece, ASTRID GADDIS, if she is living at such time, and the Trustee shall pay the entire net income in monthly payments to the Settlor's said niece, or apply it for her benefit, so long as she shall live. Upon the death of the Settlor's said niece, ASTRID GADDIS, or if she is not living at such time, said trust shall continue for the benefit of her daughter, KRISTIN GADDIS, if she is living at such time, and the Trustee shall pay the entire net income in monthly payments to said KRISTIN GADDIS, or apply it for her benefit, so long as she shall live. Upon the death of said KRISTIN GADDIS, or if she is not living at such time, the Trustee shall pay over and distribute the assets then remaining in said trust, including any accumulated income, in equal shares, to the following charitable organizations:

- (1) THE SALVATION ARMY, 74 Central Avenue, Waterbury, Connecticut;
- (2) NEWINGTON CHILDREN'S HOSPITAL, Newington, Connecticut;
- (3) WATERBURY HOSPITAL, Waterbury, Connecticut;
- (4) ARTHRITIS FOUNDATION, INC., 964 Asylum Avenue, Hartford, Connecticut;
- (5) AMERICAN LUNG ASSOCIATION, 165 Grove Street, Waterbury, Connecticut;
- (6) AMERICAN KIDNEY FUND, 7315 Wisconsin Avenue, Bethesda, Maryland 20814-3266;
- (7) ASSOCIATION FOR RETARDED CITIZENS, (Formerly National Association for Retarded Citizens), P. O. Box 6109, Arlington, Texas 76011.

B. ONE-FOURTH (1/4) thereof shall be held by the Trustee for the benefit of the Settlor's sister, ASTRID MORRIS, if she is living at such time, and the Trustee shall pay the entire net income in monthly payments to the Settlor's said sister, or apply it for her benefit, so long as she shall live. Upon the death of the Settlor's said sister, ASTRID MORRIS, or if she is not living at such time, said trust shall continue for the benefit of the Settlor's nephew, ALAN M. AHLSEN, if he is living at such time, and the Trustee shall pay the entire net income in monthly payments to the Settlor's said nephew, or apply it for his benefit, so long as he shall live. Upon the death of said ALAN M. AHLSEN, or if he is not living at such time, the Trustee shall pay over and distribute the assets then remaining in said trust, including any accumulated income, in equal shares, to the following charitable organizations:

- (1) Said THE SALVATION ARMY;
- (2) Said NEWINGTON CHILDREN'S HOSPITAL;
- (3) Said WATERBURY HOSPITAL;
- (4) Said ARTHRITIS FOUNDATION, INC.;
- (5) Said AMERICAN LUNG ASSOCIATION;
- (6) Said AMERICAN KIDNEY FUND; and
- (7) Said ASSOCIATION FOR RETARDED CITIZENS.

C. ONE-FOURTH (1/4) thereof shall be held by the Trustee for the benefit of the Settlor's brother, FRANK H. AHLSEN, if he is living at such time, and the

Trustee shall pay the entire net income in monthly payments to the Settlor's said brother, or apply it for his benefit, so long as he shall live. Upon the death of the Settlor's said brother, FRANK H. AHLSEN, or if he is not living at such time, said trust shall continue for the benefit of the Settlor's niece, LAURINE AHLSEN, if she is living at such time, and the Trustee shall pay the entire net income in monthly payments to the Settlor's said niece, or apply it for her benefit, so long as she shall live. Upon the death of said LAURINE AHLSEN, or if she is not living at such time, the Trustee shall pay over and distribute the assets then remaining in said trust, including any accumulated income, in equal shares, to the following charitable organizations:

- (1) Said THE SALVATION ARMY;
- (2) Said NEWINGTON CHILDREN'S HOSPITAL;
- (3) Said WATERBURY HOSPITAL;
- (4) Said ARTHRITIS FOUNDATION, INC.;
- (5) Said AMERICAN LUNG ASSOCIATION;
- (6) Said AMERICAN KIDNEY FUND; and
- (7) Said ASSOCIATION FOR RETARDED CITIZENS.

6. RETENTION OF INVESTMENT RESPONSIBILITY BY SETTLOR: The Trustee shall have no responsibility for investments until the Settlor's death or until such time as the Settlor in writing directs the Trustee to assume such responsibility, or until and during any period in which, in the opinion of the Trustee and a physician, the Settlor is not competent to manage her affairs. During the period that the Trustee has no responsibility for investments, the Trustee shall make all investments and reinvestments in accordance with written instructions given to it from time to time by the Settlor, and if during such period the Trustee shall receive no such written instructions, it shall retain the property from time to time held by it hereunder.

7. TRUSTEE'S POWERS: The Settlor hereby authorizes said Trustee herein named with respect to this trust, without order or permission of any court, to exercise any and all powers enumerated in Section 45-100 e of the Connecticut General Statutes, as if such enumerated powers were set forth verbatim herein.

8. RESIGNATION OF TRUSTEE AND APPOINTMENT OF SUCCESSOR: The Trustee or any successor Trustee may resign at any time as Trustee by filing written notice of such resignation with the Settlor during her lifetime. If the Trustee, COLONIAL BANK, shall resign as Trustee, then the Probate Court having jurisdiction over the

Settlor's estate shall appoint a successor Trustee, PROVIDED HOWEVER, that any such Successor Trustee shall be a banking institution organized and existing under the laws of the United States or of the State of Connecticut and having trust powers, and having assets of at least \$100,000,000.00. Any such Successor Trustee shall have all the rights, powers, privileges and immunities herein given to said COLONIAL BANK as Trustee.

9. RIGHT TO CHANGE TRUSTEE: As a matter of convenience to the Settlor, any Trustee or Trustees having been appointed hereunder may be changed at any time by the Settlor, including the Settlor's personal representative. Such power shall be exercised by giving written notice to the then Trustee and to the Successor Trustee, and upon the acceptance of the trust by the Successor Trustee and the transfer to the Successor Trustee of the property held hereunder, or portion or part thereof as the case may be, said then Trustee shall cease to be Trustee of such property, or portion or part, and the Successor Trustee shall become and thereafter be Trustee thereof, to rve in the same manner with the same powers.

10. MISCELLANEOUS PROVISIONS:

A. The underlined captions set forth in this Agreement at the beginning of the various articles hereof are for the convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect in any way their construction and application.

B. When the context so requires, the masculine gender shall include the feminine, and the singular shall include the plural, and the plural, the singular.

C. No bond shall be required in any jurisdiction of any Trustee serving hereunder.

D. The Trustee shall receive reasonable compensation for its services. Reference herein to COLONIAL BANK shall include any institution which shall succeed to its trust business.

F. This agreement shall be construed for all purposes in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Settlor has hereunto set her hand and seal this 25th day of October, 1984, and the Trustee, COLONIAL BANK, has caused this Trust

Agreement to be executed by a duly authorized officer of said Bank this 5th day of November 1984.

Signed, Sealed and delivered  
in the presence of:

Robert J. Barry  
James E. Care

SETTLOR:

Wilma A. Snowden L.S.  
WILMA A. SNOWDEN

Robert J. Barry  
James E. Care

TRUSTEE: COLONIAL BANK

By Judith Ann Staubo L.S.  
JUDITH ANN STAUBO  
Its Assistant Vice-President, Trust

STATE OF CONNECTICUT )  
                                  ) ss. Southbury  
COUNTY OF NEW HAVEN )

On this the 25th day of October, 1984, before me, Robert J. Barry, the undersigned officer, personally appeared WILMA A. SNOWDEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert J. Barry  
Robert J. Barry  
Commissioner of the Superior Court  
(Title of Officer)

STATE OF CONNECTICUT )  
                                  ) ss. Southbury  
COUNTY OF NEW HAVEN )

On this the 5th day of November 1984, before me, Robert J. Barry, the undersigned officer, personally appeared JUDITH ANN STAUBO, who acknowledged herself to be the Assistant Vice-President, Trust, of, COLONIAL BANK, a corporation, and that she as such Assistant Vice-President, Trust, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Assistant Vice-President, Trust.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert J. Barry  
Robert J. Barry  
Commissioner of the Superior Court  
(Title of Officer)





ORIGINAL TRUST AGREEMENT  
HELD BY STURGES & MATHES  
HERITAGE VILLAGE, SOUTHURY, CT.

FILE 6677

One Original will be held by Bank of Boston Conn.

AMENDMENT TO TRUST AGREEMENT  
BY AND BETWEEN  
WILMA A. SNOWDEN (Settlor)  
AND  
COLONIAL BANK (now BANK OF BOSTON - CONNECTICUT) (Trustee)  
Dated the 25th day of October, 1984

THIS AMENDMENT TO TRUST AGREEMENT made and entered into this <sup>th</sup> 27 day  
of December, 1990, by and between WILMA A. SNOWDEN, of 663-B Heritage Village,  
Southbury, Connecticut 06488 (the "Settlor"), BANK OF BOSTON - CONNECTICUT  
(formerly COLONIAL BANK), a Connecticut banking corporation having a principal  
office in Waterbury, Connecticut, (the "Trustee"),

WITNESSETH:

WHEREAS, the Settlor entered into a Trust Agreement with the Trustee dated  
October 25, 1984, and the Settlor entered into an Amendment to Trust Agreement  
dated April 22, 1988; and

WHEREAS, pursuant to Article 4 of said Trust Agreement, the Settlor may  
amend, modify or revoke such Trust Agreement;

NOW THEREFORE, the Settlor hereby revokes said Amendment to Trust  
Agreement dated April 22, 1988, and the Settlor hereby amends said Trust Agreement  
of October 25, 1984, (which Amendment is agreed to by the Trustee) as follows:

ARTICLE I

Article 5 TRUSTEE'S DUTIES ON DEATH OF SETTLOR of said Trust Agreement  
dated July 12, 1989 is hereby revoked and in lieu thereof the Settlor provides as follows:

5. TRUSTEE'S DUTIES ON DEATH OF SETTLOR: Upon the death  
of the Settlor, the Trustee shall pay to the Executor or Administrator of  
the Settlor's estate such sum or sums of money as said Executor or  
Administrator may request in the event that there are insufficient assets  
in the Settlor's estate to pay the various legacies as set forth in Settlor's  
Last Will and Testament, or to pay inheritance taxes, whether State or  
Federal, which may be assessed against Settlor's estate, and to pay any  
administration or testamentary expenses or debts in respect to the  
settlement of Settlor's estate.

The Trustee shall receive all assets of whatever kind and nature that may be added to this Trust during the Settlor's lifetime, or by testamentary devise or bequest, shall invest and reinvest the same in such manner as it may deem advisable, and shall hold the same as follows:

A. The Trustee shall pay over and distribute the number of shares of Philip Morris stock having a value of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to the Settlor's niece, ASTRID GADDIS, outright, if she is living at such time. In the event the Settlor does not own Philip Morris stock at the time of her death, the Trustee shall pay over and distribute to the Settlor's said niece the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in place of said stock.

B. The Trustee shall pay over and distribute the sum of TEN THOUSAND DOLLARS (\$10,000.00) to the Settlor's sister, ASTRID MORRIS, if she is living at such time. If she is not living at such time, said sum shall be paid over and distributed to ST. JAMES LUTHERAN CHURCH, Peter Road, Southbury, Connecticut, to be used for its general purposes.

C. The balance of said trust assets shall be administered as follows:

(1) If the Settlor's niece, ASTRID GADDIS, is living at such time, then THREE-FOURTHS (3/4) of the balance of said trust assets shall continue to be held in trust, and the Trustee shall pay over and distribute all of the net income in quarterly or more frequent installments to the Settlor's said niece, ASTRID GADDIS, during her lifetime. Upon the death of said ASTRID GADDIS, the Trustee shall pay over and distribute the balance then remaining in this trust, including any accumulated income, to the children of said ASTRID GADDIS, in equal shares, subject however to the terms of subparagraph C(2) of this Article hereinafter set forth for the benefit of such children.

(2) If the Settlor's niece, ASTRID GADDIS, is not living at such time, then said THREE-FOURTHS (3/4) balance of said trust assets shall be paid over to the children of the Settlor's niece, ASTRID GADDIS, who are living at such time, in equal shares per stirpes, PROVIDED HOWEVER, that in the event any of said children is under the age of

twenty-five (25), his or her said share shall be held IN TRUST for the benefit of such child until he or she reaches the age of twenty-five (25). The Trustee shall pay all of the net income from the trust for such child to or for the benefit of such child. When he or she reaches the age of twenty-five (25), the Trustee shall pay the balance then remaining in his or her trust, including any accumulated income, to him or her outright, free of trust. In the event that he or she shall die before reaching the age of twenty-five (25), the balance then remaining in his or her trust shall be divided equally among his or her brothers and sisters living at such time. Any share to which a child under the age of twenty-five (25) shall become entitled shall be added to his or her trust. In the event that any such child for which a trust has been created dies before reaching the age of twenty-five (25) and there are no other issue of said ASTRID GADDIS living at such time, then the balance then remaining in his or her trust, including any accumulated income, shall be distributed in accordance with the provisions of subparagraph C(3) hereinafter set forth.

(3) In the event there are no issue of said ASTRID GADDIS living at such time, then said THREE-FOURTHS (3/4) balance of said trust assets shall be paid over and distributed to the following organizations, in equal shares:

(a) THE SALVATION ARMY, 74 Central Avenue, Waterbury, Connecticut;

(b) NEWINGTON CHILDRENS HOSPITAL, Newington, Connecticut;

(c) WATERBURY HOSPITAL, 66 Robbins Street, Waterbury, Connecticut;

(d) ARTHRITIS FOUNDATION, INC., 929 Silas Deane Highway, Wethersfield, Connecticut;

(e) AMERICAN LUNG ASSOCIATION OF CONNECTICUT, INC., 45 Ash Street, East Hartford, Connecticut;

(f) AMERICAN KIDNEY FUND, 7315 Wisconsin Avenue, Bethesda, Maryland;

(g) ASSOCIATION FOR RETARDED CITIZENS, P.O. Box 6109, Arlington, Texas 76005;

(h) HOSPICE VISITING NURSE AND HOME CARE OF WATERBURY, Waterbury, Connecticut;

(i) ST. JAMES LUTHERAN CHURCH, Peter Road, Southbury, Connecticut.

D. ONE-FOURTH (1/4) of the balance of said trust assets shall continue to be held in trust for the benefit of the Settlor's sister, ASTRID MORRIS, and the Trustee shall pay over and distribute to her all of the net income from this trust, in quarterly or more frequent installments, and so much of the principal as the Trustee, in its sole discretion, deems advisable for her care, support and comfort. Upon the death of the Settlor's said sister, ASTRID MORRIS, the assets then remaining shall continue to be held in trust for the benefit of the Settlor's niece, LAURINE AHLSEN SANTOYO. The Trustee shall pay over and distribute to the Settlor's said niece all of the net income, in quarterly or more frequent installments. If the Settlor's said niece is not living at such time, or dies during the administration of this Trust, the balance then remaining in said trust, including any accumulated income, shall be paid over and distributed to the following organizations, in equal shares:

(a) THE SALVATION ARMY, 74 Central Avenue, Waterbury, Connecticut;

(b) NEWINGTON CHILDRENS HOSPITAL, Newington, Connecticut;

(c) WATERBURY HOSPITAL, 66 Robbins Street, Waterbury, Connecticut;

(d) ARTHRITIS FOUNDATION, INC., 929 Silas Deane Highway, Wethersfield, Connecticut;

(e) AMERICAN LUNG ASSOCIATION OF CONNECTICUT, INC., 45 Ash Street, East Hartford, Connecticut;

(f) AMERICAN KIDNEY FUND, 7315 Wisconsin Avenue, Bethesda, Maryland;

(g) ASSOCIATION FOR RETARDED CITIZENS, P.O. Box 6109, Arlington, Texas 76005;

(h) HOSPICE VISITING NURSE AND HOME CARE OF WATERBURY, Waterbury, Connecticut;

(i) ST. JAMES LUTHERAN CHURCH, Peter Road, Southbury, Connecticut.

Notwithstanding any provision herein to the contrary, each descendant of the Settlor who is or may be a beneficiary of any trust established hereunder (the "beneficiary") shall have the power to appoint

the smallest fractional share of such trust property, if any, that would reduce to the minimum the aggregate estate, inheritance, succession and generation-skipping transfer taxes payable upon such beneficiary's death assuming no deductions are allowed with respect to such property for federal estate tax purposes. The power of appointment may be exercised by the beneficiary by his will duly admitted to probate upon any terms and conditions, including further trusts, to or for the benefit of any persons or entities including, without limiting the generality of the foregoing, his creditors, his estate and the creditors of his estate. No exercise of this power of appointment shall be effective unless it shall make specific reference to this provision. Any portion of such property which the beneficiary shall not have effectively appointed shall be distributed as otherwise provided in this Trust Agreement. If any trust property is included in the estate of a beneficiary for federal or state death tax purposes as a result of this power of appointment, and the power is not exercised by such beneficiary, the Trustee shall pay over to the executor or administrator of the beneficiary's estate, or pay directly, from said property, an amount equal to that increment of federal and state death tax liability attributable to the inclusion of the property in the beneficiary's estate.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the date first above written.

In the presence of:

Robert Barry  
Stephen G. Mueller

Stephen G. Mueller  
Robert Barry

SETTLOR:

Wilma A. Snowden L.S.  
WILMA A. SNOWDEN

TRUSTEE: BANK OF BOSTON -  
CONNECTICUT  
(formerly COLONIAL BANK)

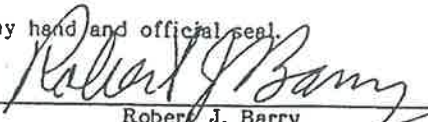
By Barbara W. Brown L.S.  
Barbara A. Brown

Its Vice President, Trust

STATE OF CONNECTICUT )  
 ) ss. Southbury  
COUNTY OF NEW HAVEN )

On this the 27<sup>th</sup> day of December, 1990, before me, Robert J. Barry, the undersigned officer, personally appeared WILMA A. SNOWDEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, as her free act and deed.

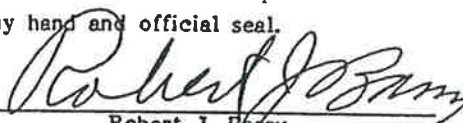
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Robert J. Barry  
Commissioner of the superior Court  
(Title of Officer)

STATE OF CONNECTICUT )  
 ) ss. Southbury  
COUNTY OF NEW HAVEN )

On this the 3<sup>rd</sup> day of January, 1991, before me, Robert J. Barry, the undersigned officer, personally appeared BARBARA A. BROWN, who acknowledged herself to be the Vice President, Trust of BANK OF BOSTON - CONNECTICUT, a corporation, and that she as such Vice President, Trust, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President, Trust.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Robert J. Barry  
Commissioner of the Superior Court  
(Title of Officer)





# Last Will and Testament

of

KENNETH T. STOUGHTON

I, KENNETH T. STOUGHTON, of Heritage Village, in the Town of Southbury, County of New Haven and State of Connecticut, do hereby make, publish and declare this to be my Last Will and Testament in the manner following, hereby revoking all former Wills by me made.

FIRST: I direct that all my just debts and funeral and testamentary expenses be paid by my Executors, hereinafter named. I further direct that all transfer, estate, inheritance, succession and other similar taxes or duties, whether state or federal, that may be levied or assessed upon or with respect to my estate, or upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax, or upon or with respect to any beneficiary of mine, including all such taxes imposed by reason of any life insurance or other insurance upon my life, shall be paid out of my residuary estate as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees or other recipients, nor charged against any property passing or which may have passed to any of them.

SECOND: I give and bequeath to PAUL D. BARABY of Berkshire Estates, Southbury, Connecticut, any automobile owned by me at the time of my death.

THIRD: I direct my Executors to sell any real estate owned by me at the time of my death and add the net proceeds of said sale to my probate estate.

FOURTH: I direct my Executors to sell all jewelry and precious stones owned by me at the time of my death and to add the proceeds of said sale to my probate estate, and I give and bequeath all of my household furniture, furnishings and other articles of household use and adornment owned by me at the time of my death to RICHARD P. SMITH and ELIZABETH TAYLOR SMITH, both of 53 Hillsboro Drive, West Hartford, Connecticut, or the survivor of them, to be distributed, retained or otherwise disposed of in such manner as they, in their sole discretion, shall deem appropriate. I make this bequest secure in the knowledge that they will honor any specific requests of certain items of such tangible personal property as I may, from time to time, communicate to them but without imposing any obligation on them to follow said wishes and without in any way detracting from the absoluteness of such gift or bequest.

FIFTH: I give and bequeath to said RICHARD P. SMITH the sum of TEN THOUSAND (\$10,000.00) DOLLARS to be his absolute.

SIXTH: I give and bequeath to said ELIZABETH TAYLOR SMITH the sum of TEN THOUSAND (\$10,000.00) DOLLARS to be hers absolute.

SEVENTH: The rest, residue and remainder of my estate, of whatever nature and kind, and wheresoever situated, I give, devise and bequeath as follows:

A - To my Trustee hereinafter named, the sum of  
ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS of my residuary  
estate, IN TRUST, for the following uses and purposes:

(i) To receive, hold, manage, invest and reinvest  
same in such manner as my Trustee may deem advisable;

(ii) To pay over to said PAUL L. BARABY all of the  
net income therefrom until his death;

(iii) Upon the death of said Paul L. Baraby, the  
entire corpus of said Trust shall be distributed to  
THE WATERBURY HOSPITAL, Waterbury, Connecticut, to be  
added to its equipment fund, in memory of my beloved wife,  
KATHERINE THORNTON STOUGHTON.

B - The remainder of my residuary estate, if any, I give,  
devise and bequeath to THE WATERBURY HOSPITAL, WATERBURY,  
Connecticut, to be added to its equipment fund, in memory of  
my beloved wife, KATHERINE THORNTON STOUGHTON.

EIGHTH: I nominate, constitute and appoint the said  
RICHARD P. SMITH and JAMES R. HEALEY, Esquire, of Middlebury,  
Connecticut, to be Co-Executors of this my Last Will and Testament  
and direct that no bond be required of either of them in such  
capacity.

NINTH: I nominate, constitute and appoint THE COLONIAL  
BANK AND TRUST COMPANY, Waterbury, Connecticut, as Trustee,  
under this my Will, and I direct that no bond be required of it  
in such capacity.

TENTH: I hereby authorize my Co-Executors and Trustee

hercin named, with respect to my estate, without order or permission of any court, to exercise any and all powers enumerated in Section 45-100-c of the Connecticut General Statutes as if such enumerated powers were set forth verbatim herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th day of June, A. D. 1977.

\_\_\_\_\_  
Kenneth T. Stoughton

Signed, sealed, published and declared as and for his Last Will and Testament by KENNETH T. STOUGHTON, the Testator, in the presence of each of us who, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses the day and year last above written.

John J. ... of \_\_\_\_\_  
Nancy McGeever of \_\_\_\_\_

STATE OF CONNECTICUT  
:ss.: Southbury June 13, 1977  
COUNTY OF NEW HAVEN

Then and there personally appeared the within named  
Nancy McGeever

who, being duly sworn, deposes and says that she witnessed the execution of the within Will of the within named Testator, KENNETH T. STOUGHTON; that said Testator subscribed said Will and declared the same to be his Last Will and Testament in her

presence and in the presence of Theresa C. Killian ;  
that she and the said Theresa C. Killian thereafter subscribed  
the same as witnesses in the presence of said Testator and in  
the presence of each other and at the request of the Testator;  
that the said Testator at the time of the execution of said  
Will appeared to her to be of full age and of sound mind and  
memory and competent in every respect to make a Will and that  
she makes this affidavit at the request of the Testator.

Subscribed and sworn to

this 13th day of June

A. D. 1977, before me

~~Theresa C. Killian~~  
Theresa C. Killian  
Notary Public  
My commission expires: 3/31/82



ORDER OF DISTRIBUTION

A COURT OF PROBATE HELD in Naugatuck on the 10th day of June, 1932.

ESTATE OF FANNIE LATES WILLIAMS, late of Naugatuck, in said District, deceased.

The Executors, having settled their account with said estate, there remains for distribution, the sum of Four Thousand & 00/100 dollars in real and Four Thousand 00/100 dollars in personal estate; and there being Claribel L. Lobdell, daughter of Naugatuck, Conn.; John E. Lates, son, of Naugatuck Conn., and Fred H. Lates, son, of Holmes, New York, devisees and legatees under the last will and testament of said deceased.

ORDERED, That said real and personal estate be distributed among the devisees and legatees of said deceased according to the provisions of said will and return made to this Court.

Attest: D. Emmet Shea, JUDGE.

RETURN OF PAYMENT

THE PROBATE COURT FOR THE DISTRICT OF NAUGATUCK:

Estate of Fannie Lates Williams, late of Naugatuck, in said District, deceased.

The subscribers, Frank S. Lobdell and Fred H. Lates, executors of the will of said deceased, after the acceptance of their final account, hereby make return.

That all moneys and properties of every description, in their hands or control, as such executors have been by them paid over and distributed to the persons or corporations entitled thereto, in accordance with law and the will of said deceased, and the orders of said Court and so far as they have any knowledge the said estate is now fully administered and settled.

Dated at Naugatuck, Conn., June 10th, A.D. 1932.

Frank S. Lobdell )  
Fred H. Lates ) Executors.

Subscribed and sworn to before me this 10th day of June, A. D. 1932.

Attest: D. Emmet Shea, JUDGE.

#####

W I L L

I, OSCAR L. WARNER, of the Town of Naugatuck, County of New Haven, State of Connecticut, do make and constitute this my Last Will and Testament, hereby expressly revoking any and all wills by me heretofore made.

1. I direct that all my just debts and funeral expenses be paid by my Executor hereinafter named.

2. I give and bequeath to James C. Warner, of said Naugatuck, in living at the time of my decease, the sum of One Thousand Dollars (\$1,000.00).

3. I give and bequeath to my chauffeur, Joseph A. Zehnder, of No. 29 Hillerest Avenue, Naugatuck, Connecticut, if in my employ at the time of my death, the sum of One Hundred Dollars (100.00) a year for each year or fraction thereof that he has been in my employ since May, 1913.

4. I give and bequeath to my sister-in-law, Clarissa S. Warner, of the Oliver Hotel, South Ellettsville, Indiana, if living, the wash bowl and pitcher of antique design and green decoration which

stands on the high daddy in my room, also the Royal Kashan silk prayer rug, size 3 ft. x 2 ft. 2 ft., which hangs in my hall at the foot of stairs.

5. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Three Thousand Dollars (\$3,000.00), in trust, however, to hold, possess, invest and reinvest the same at pleasure and to pay over the net income thereof to the Grove Cemetery Association of Naugatuck, Connecticut, to be used for the care and maintenance of my lot and the monument and markers thereon. Any income not used for said purposes may be used for the general purposes of said association.

6. I give and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, the sum of Three Thousand Dollars (\$3,000.00), in trust, however, to hold, possess, invest and reinvest the same at pleasure, and to pay over the net income thereof to the Ecclesiastical Society of the Congregational Church of Naugatuck, Connecticut, to be used for the general expenses of said society.

7. To my friend, D. C. Hakes, of Catchings, Sharkey County, Mississippi, I have promised the sum of One Thousand Dollars (\$1,000.00) each year for four years, to assist in the further education of his son, Doric Hakes, who began a college course in the fall term of 1929. In case of my death before the end of said four year period, I give and bequeath to the said D. C. Hakes, if living, otherwise to his son, Doric Hakes, the necessary amount to complete the payments of the four year period, said payments to be made annually.

8. I give and bequeath to Katherine O'Rourke, R.N., of No. 174 Willow Street, Waterbury, Connecticut, any unpaid balance there may be due on her note to me under date of November 13, 1930, to her absolutely.

9. All the rest and residue of my estate, of every kind and nature, I give, devise and bequeath to The Colonial Trust Company, of Waterbury, Connecticut, in trust, however, for the following purposes: To hold, manage, sell, exchange, invest and reinvest the same in such securities as trust funds in the State of Connecticut may be invested in, and to accumulate and pay over the net income of said estate as hereinafter set forth.

If my sister, Lucia B. Warner, widow of Lewis C. Warner, should survive me and be then unmarried, I authorize and direct my executor hereinafter named to give her the right to occupy my homestead situated at No. 219 Hillside Avenue, Naugatuck, Connecticut, so long as she remains a widow, and if she does not remarry, said right of occupation may continue during her life. It is to be optional with her to accept said right of co-occupation or not, but acceptance must be made by her by written notice to that effect to my executor within one year after my decease, otherwise this offer shall be void and of no effect. If she accepts and occupies said homestead I give and bequeath to her my automobiles and all equipment used in connection therewith. And I further authorize and direct my executor and trustee to pay my said sister, out of the net income of my estate, the sum of Eight Hundred Dollars (\$800.00) per month in cash towards the running expenses of said premises, it being understood that all taxes, premiums of insurance, water rents and necessary repairs shall be paid for by her out of said allowance.

Any net income from my estate remaining after the payment of said monthly allowance shall be added to principal and invested and reinvested by my executor or trustee and disposed of as hereinafter set forth.

If my sister should not accept the provisions of this will, or if she should accept and later vacate said premises, or remarry, or if she should accept and remain in possession during her life



And upon her death, I direct that my homestead, No. 219 Hillside Avenue, Naugatuck, Connecticut, and all my rigs, furniture, pictures, books, jewelry, wearing apparel, automobiles, if any, antiques, and all other articles of personal and domestic use not otherwise disposed of, be sold by my trustee and the proceeds divided equally among my nephew and nieces, George A. Warner, Julia Warner and Emily Warner, son and daughters of Lewis C. Warner and Lucia B. Warner, or to such of them as may be then living. But permission is hereby granted to sell or dispose of any of my clothing or household effects at any time, provided my sister, Lucia B. Warner, and her son and daughters agree that it seems best.

If, in the judgment of my trustee, a situation should develop in which it would appear to be to the advantage of all parties concerned that the right of my sister to occupy my homestead should cease, I hereby specifically authorize said trustee, in accordance with its discretion, to terminate said right, and upon said termination to sell said real and personal property and divide the proceeds equally among my nephew and nieces, George A. Warner, Julia Warner and Emily Warner, or such of them as may be then living.

Out of the remainder of my estate in possession of The Colonial Trust Company, as my trustee, after the interest of my said sister has ceased and terminated, I make the following bequests:

A. To my nephew, George A. Warner, one hundred (100) shares of the capital stock of the Southern New England Telephone Company, and two hundred and twenty (220) shares of the capital stock of the Hartford Electric Light Company.

B. To my niece, Julia Warner, forty-three (43) shares of the capital stock of The Colonial Trust Company, of Waterbury, Connecticut.

C. To my niece, Emily Warner, forty-three (43) shares of the capital stock of The Colonial Trust Company, of Waterbury, Connecticut.

D. To Grace Bradbury, who has been living at my house recently, fifty (50) shares of the capital stock of the Torrington Company.

The remainder of my estate shall be held by the said The Colonial Trust Company and known as "The Warner Memorial Fund," for the following purposes: Said trustee shall invest and reinvest said fund and add the income to the principal and reinvest the same for a period not exceeding twenty years from the date when the interest of my said sister shall cease and terminate. If, during said twenty-year period, the Naugatuck Hospital Corporation shall decide to erect a building, it being found by the directors of said corporation that the funds in its possession together with the proceeds from this fund are sufficient to build and maintain said hospital, and it shall notify The Colonial Trust Company to that effect, and request, in writing, that the accumulated income to be held as the Board of Directors of the Naugatuck Hospital Corporation may deem wise and for the best interest of the corporation, and thereafter to pay the net income arising from said fund to said hospital, quarterly, for the general purposes of said hospital.

In the event that at the end of said twenty-year period no hospital shall have been built by the Naugatuck Hospital Corporation I direct that The Colonial Trust Company shall continue to hold said fund, and, until a hospital is erected in Naugatuck by said corporation, shall pay to the Waterbury Hospital, of Waterbury, Connecticut, the income thereof for the purpose of providing accommodations and medical care and attention for the poor and needy residents of the Borough of Naugatuck,

Connecticut, with the understanding, however, that the surplus of said income, if any, may be used for the general purposes of the Waterbury Hospital.

If at some later period a hospital shall be built in said Naugatuck by said corporation I direct that the income from said fund shall be paid over to said hospital in Naugatuck to be used for the general purposes of said institution.

10. I direct that all gifts, bequests and legacies herein given shall be paid in full, free from all succession or inheritance taxes, whether state or federal, and that all such taxes shall be borne and paid by my executor out of my general estate.

11. I appoint The Colonial Trust Company, of Waterbury, Connecticut, Executor of this will, without bonds, and hereby give to the said The Colonial Trust Company, both in its capacity of Executor and Trustee, power to sell and convey any and all of my real estate, without an order of Court, and to execute and deliver such deeds and instruments as may be necessary to pass title thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 29th day of February, 1932.

Oscar L. Warner (SEAL)

Signed and sealed by the within named testator, Oscar L. Warner, and by him declared to be his last will and testament in our presence who have hereunto subscribed our names as witnesses in his presence and in the presence of each other, and at his request, this 29th day of February, 1932.

Gertrude L. Snagg

Gustav A. Anderson

Lucian D. Warner

Witnesses.

STATE OF CONNECTICUT, )  
COUNTY OF NEW HAVEN, )

SS. WATERBURY

Be it remembered that on this 29th day of February, 1932, before me, Robert S. Walker, a Notary Public within and for the State of Connecticut, personally appeared the undersigned, who, duly sworn, severally make oath and say that they witnesses the within will of the within named testator, Oscar L. Warner, and subscribed the same in his presence and at his request, and in the presence of each other; that the said Oscar L. Warner, at the time of the execution of said will, appeared to them to be of full age and of sound mind and memory; that he signed said will and declared the same to be his last will and testament in their presence, and that they make and sign this affidavit at the request of said testator.

Gertrude L. Snagg

of

Waterbury, Conn.

Gustav A. Anderson

of

" "

Lucian D. Warner

of

" "

Subscribed and sworn to before me, this 29th day of February, 1932.

Robert S. Walker  
Notary Public.

STATE OF CONNECTICUT, )  
 ) ss. PROBATE COURT, April 22nd, 1932.  
 DISTRICT OF NAUGATUCK, )

The within and foregoing will was this day proved, approved, allowed and admitted to Probate  
 and the Executor named therein, was approved and appointed.

Attest: D. Emmet Shea, JUDGE.

#####

FINAL ACCOUNT OF TRUSTEE

THE PROBATE COURT FOR THE DISTRICT OF NAUGATUCK:

Estate of HARRIS WHITTEMORE, Late of Naugatuck, in said District, deceased.

The subscriber represents that it is the Trustee of a trust created under Paragraph Ninth of  
 will of said deceased for the benefit of Helen Whittemore Adams; that the said Helen Whittemore  
 became thirty-five years of age on the twelfth day of June, 1932; that the following account  
 contains a true statement of all moneys received and expended by it in its capacity aforesaid since  
 date of its last account (to December 31, 1931); and that the principal and all income has been  
 paid over to the said Helen Whittemore Adams.

Income Account

DR.

Dividends	\$1,838.00	
Interest on bonds	1,366.67	
Interest on bank deposits	14.92	
Income	<u>700.00</u>	\$3,919.59

CR.

Transferred to principal account to reduce cost of 140 shares Anaconda Copper Mining Company stock by reason of \$.9815 per share of 1931 dividends paid from depletion reserve	137.45	
Transferred to principal account to reduce cost of 125 shares National Malleable & Steel Castings Co. stock by reason of 1931 divid- ends paid from unearned surplus	312.50	
Office fees	4.00	
Cost of transfer stamps	1.66	
Trustee's fee	<u>147.99</u>	603.56
Due Helen Whittemore Adams		<u>3,316.03</u>
		\$3,919.59

Principal Account

DR.

Personal property as per last account		\$ 303,714.67
---------------------------------------	--	---------------

CR.

Gain on sale of 83 shares National Malleable & Steel Castings Co.		
Inventory value	\$2,389.07	
Selling price	<u>830.00</u>	1,559.07

Due to Helen Whittemore Adams

75 shares American Hardware Corpn.	5,325.00
140 " Anaconda Copper Mining Co.	12,711.30



### C. Miscellaneous

1. Thomas P. Crean Will extract  
\$10,000 pending bequest
2. Gift Annuity Resolution and Authorization 4/3/2003
3. Stephen J. Pecka a/k/a Steven Will  
J. Pecka \$5,000 pending bequest
4. Pooled Income Fund Trust Agreement



ARTICLE FOURTH

I give and bequeath unto my beloved grandchildren, the following sums:

1. To my beloved granddaughter, **SUSAN STONE** of Cromwell, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars to be to her and her heirs absolutely and forever;
2. To my beloved grandson, **CHRISTIAN DANIELS** of Waterbury, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars to be to him and his heirs absolutely and forever;
3. To my beloved granddaughter, **ALLENE DANIELS** of Waterbury, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars to be to her and her heirs absolutely and forever; and
4. To my beloved grandson, **MICHAEL STONE** of West Haven, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars, to be to him and his heirs absolutely and forever.

ARTICLE FIFTH

I give and bequeath unto my beloved brother, **HUGH CREAM** of Watertown, Connecticut, the sum of Fifteen Thousand (\$15,000.00) Dollars to be to him and his heirs absolutely and forever.

ARTICLE SIXTH

I give and bequeath unto my beloved friend, **SUSAN SAGER** of Ansonia, Connecticut, the sum of Fifteen Thousand (\$15,000.00) Dollars, to be to her and her heirs absolutely and forever.

ARTICLE SEVENTH

I give and bequeath onto the following hospitals:

1. To the **WATERBURY HOSPITAL** of Waterbury, Connecticut, the sum of Ten Thousand (\$10,000.00) Dollars in fee;







**WATERBURY  
HOSPITAL**  
HEALTH • CENTER  
*caring makes a world of difference*

**Resolution and Authorization  
to Issue Charitable Gift Annuity Agreements**

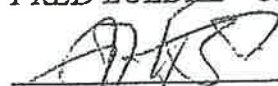
The Board of Trustees of The Waterbury Hospital hereby authorizes the President & CEO, Vice President of Finance & CFO or the Chief Development Officer to enter into agreements to pay charitable gift annuities (CGA) for one or two lives in exchange for cash and marketable securities. The Waterbury Hospital Planned Giving Committee will consider other types of assets, such as real estate or tangible personal property, for gift annuities on a case-by-case basis. All charitable gift annuity agreements executed by The Waterbury Hospital will comply with all applicable state regulations and Waterbury Hospital's policies and procedures pertaining to charitable gift annuities.

**Key points of policy governing CGA**

- Waterbury Hospital will offer both Immediate CGA's and Deferred CGA's.
- Deferred CGA's will be deferred for a minimum of 5 years and the income beneficiary must be a minimum age of 62 when the payout begins.
- There may be no more than 2 life-income beneficiaries.
- The minimum amount to qualify for a CGA is \$10,000, and the maximum amount is \$250,000. Waterbury Hospital's Planned Giving Committee will consider smaller and larger CGA's on a case-by-case basis.
- The rate offered to donors for a CGA will be no greater than those recommended at the time of the gift by the American Council on Gift Annuities.
- All CGA contracts will be reviewed by Waterbury Hospital's legal counsel and the donor's professional advisor(s). Donors will be advised to determine the tax benefits of the gift with an independent tax advisor of their choice.
- The assets contributed to Waterbury Hospital in exchange for a CGA will be placed in a separate account designated for CGAs and managed by an investment manager appointed by Waterbury Hospital, which shall adhere to the investment principles recommended by the American Council on Gift Annuities.
- Donors will be recognized for their gift based on the actuarial valuation of the gift.

  
\_\_\_\_\_  
Signature  
FRED LUEDKE - Chairman of the Board

4/3/03  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
JOHN TOBIN - President & CEO

April 3, 2003  
\_\_\_\_\_  
Date



**WATERBURY  
HOSPITAL**  
HEALTH • CENTER  
*caring makes a world of difference*

April 8, 2003

Ms. Susan F. Cogswell  
Commissioner  
c/o Nancy Monahan  
State of Connecticut Insurance Department  
P.O. Box 816  
Hartford, CT 06142-0816

Dear Ms. Cogswell:

I am writing to inform the State of Connecticut's Insurance Department that The Waterbury Hospital, a not-for-profit organization in Waterbury, Connecticut, will be issuing qualified charitable gift annuities to donors.

The Waterbury Hospital's Board of Trustees passed a resolution at its Board meeting last week to create a charitable gift annuity program. The program will be run through our Fund Development Office.

Please notify Grace Linhard, Chief Development Officer, of any questions that you may have. She can be reached directly at (203) 573-6085. Thank you.

Sincerely,

David Griffin  
Secretary, Board of Trustees  
Chairman, Development Committee

John H. Tobin  
President & C.E.O.

cc: Grace Linhard, Chief Development Officer



# STATE OF CONNECTICUT

## INSURANCE DEPARTMENT

April 9, 2003

Grace Linhard  
Chief Development Officer  
Waterbury Hospital  
64 Robbins Street  
Waterbury, CT 06721

Dear Ms. Linhard:

I am in receipt of the notification of Waterbury Hospital to enter into charitable gift annuities.

Please feel free to contact me if you have any questions, Nancy Monahan, (860) 297-3804 or [nancy.monahan@po.state.ct.us](mailto:nancy.monahan@po.state.ct.us).

Very truly yours,

A handwritten signature in cursive script that reads "Nancy Monahan".

Nancy Monahan  
Secretary, Legal Division



**WACHOVIA**

## **Planned Giving Administration**

### **Letter of Understanding**

May 5, 2003

Grace Linhard, Director of Development  
Waterbury Hospital  
64 Robbins Street  
Waterbury, CT 06708

RE: Planned Gifts and Investment Management Services

Dear Grace:

It is with a great deal of pleasure that we welcome Waterbury Hospital as a client of Charitable Services Planned Giving at Wachovia. The Planned Giving team looks forward to working with you and the other members of your organization in meeting your planned giving goals and objectives.

The following summarizes our responsibilities and operational parameters for the administration of your planned giving program.

#### **Gift Annuities**

- Annuity payments will be made by Wachovia under the terms of the contract between the Waterbury Hospital and the donor. It is agreed between the Waterbury Hospital and Wachovia that the contracts shall require payments at the end of the calendar quarter. Copies of the contract(s) and taxation schedules will be provided to Wachovia by the Waterbury Hospital as soon as possible but prior to the first payment due date. Any annuity payments that are past due at the time the annuity contract is submitted to Wachovia shall be made at the next regularly scheduled payment due date.
- Forms 1099R will be prepared based on the terms of the original contract and mailed to the annuitants by January 31 each year or as may otherwise be required by the law. Wachovia shall have no responsibility for tax reporting associated with any annuity/payments where notification of the existence of the contract(s) or payment obligations of the Waterbury Hospital for the prior tax year is received after January 15.
- Reporting to the Federal Government will be done by February 28 each year or as may otherwise be required by the law. However, Wachovia reserves the right to file extensions with the Federal Government if it deems in its sole discretion that this is in the best interest of the Waterbury Hospital and its annuitants.
- All securities received in exchange for a gift annuity will be liquidated by Wachovia as soon as practical after receipt of the security (and related documentation if needed) as well as a copy of the gift annuity contract.

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- Option 1 - FASB or market value sub-accounting at the annuitant level is not required.

OR

- Option 2 - FASB and market value sub-accounting at the annuitant level is required annually as of [month/day].

**Please circle and initial either option 1 or option 2.**

- The Waterbury Hospital shall be responsible for providing donors with appropriate disclosures as required by The Philanthropy Protection Act of 1995 (or any amendments or modifications to such law).
- Insurance reporting is not required and Wachovia shall have no responsibility to ensure the Waterbury Hospital maintains compliance with any state insurance laws unless noted to the contrary within this letter.
- The gift annuity assets are to be managed in compliance with the state insurance laws. A copy of the investment policy of the Waterbury Hospital for its gift annuity program is attached to this letter.

#### **Charitable Remainder Trusts**

- Annuity or Unitrust payments will be made by Wachovia under the terms of the original trust agreement executed between the Waterbury Hospital and the donor. Copies of the trust agreement(s) will be provided to Wachovia by the Waterbury Hospital as soon as possible after execution.
- Wachovia will provide gift valuation of liquid assets transferred to establish a charitable remainder trust or an addition to an existing unitrust.
- All securities received as gifts to charitable remainder trusts will be liquidated as soon as possible after receipt.
- Federal Forms 5227 and 1041A will be prepared and filed based on the terms of the trust agreement and activity within the trust. Tax information letters are generally mailed to the trust beneficiaries no later than February 28 each year. Delays past this are generally associated with changes in the law or complications within the trust activity.

#### **Applicable to all Planned Gifts**

- Option 1 - Wachovia may have direct contact with donors/annuitants and will make every reasonable effort to advise the Waterbury Hospital should this occur through copies of letters or memorandum to file if, in its sole discretion, Wachovia believes the communication has any impact on donor relations with the Waterbury Hospital.

Or

- Option 2 - Wachovia should direct all inquiries from donors/annuitants to the Waterbury Hospital. If response by the Waterbury Hospital requires research on the part of Wachovia, Wachovia will conduct the research and notify the Waterbury Hospital of the response as soon as possible.

**Please circle and initial either option 1 or option 2.**

- Statements to donors or beneficiaries of Charitable Remainder Trusts are not required of Wachovia unless requested to do so on a case by case basis.

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- Tax filing and reporting responsibilities are to begin with the tax year ending December 31, 2003.
- Wachovia will issue **quarterly** and **annual** reports of transactions within the various accounts to the Waterbury Hospital.
- As compensation for these services, Wachovia shall be entitled to the fees listed on the attached Schedule of Compensation and is authorized to charge each account pro-rata for such expense.
- Unless otherwise noted in this letter, the assets of these accounts are to be invested in accordance with the Schedule of Investment Guidelines enclosed with this letter, **specifically excluding tobacco holdings, as requested by The Waterbury Hospital**. The Waterbury Hospital has previously received a prospectus on the Evergreen mutual funds, some of which may be used as investment vehicles in the planned gifts referenced in this letter. The investment advisory fees associated with the Evergreen Funds will be rebated to the extent of the account level fee.
- Wachovia is authorized to accept Instructions regarding the planned giving accounts from the individuals at the Waterbury Hospital listed on the attached schedule.

To indicate agreement and acceptance of the points outlined above, we ask that you sign, date and return the enclosed copy of this correspondence in the postage paid envelope enclosed. Should any points require clarification, please do not hesitate to call us.

Your administration team consists Emily Cummins and Liza Hentz on all matters pertaining to the planned gifts. Emily and Liza may be reached at 800-462-7159.

The Planned Giving team greatly appreciates having this opportunity to serve the Waterbury Hospital in this special way. Please feel free to contact us anytime we may be of assistance to you.

Sincerely,

Robin R. Ganzert, Ph.D.  
Vice President  
Managing Director, Planned Giving

Modifications accepted and agreed to by \_\_\_\_\_, \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**The Waterbury Hospital  
And**

**Wachovia National Bank**

**Schedule of Compensation**

*4/15/2003*

*(Minimum of \$10,000)*

**Investment Management**

Any gift annuity, charitable remainder trust or pooled income fund established by Waterbury Hospital will be combined for fee purposes.

FIRST	\$ 1,000,000	1.00%
NEXT	\$ 2,000,000	0.85%
NEXT	\$ 7,000,000	0.50%
OVER	\$ 10,000,000	0.40%

- The annual minimum fee for the planned giving service is \$10,000.

**Gift Annuities - Administrative Fees**

- \$80 annual maintenance per contract

Assumes payments to the annuitants are no more frequent than quarterly and all payments are made at the end of the calendar quarter.

FASB reports are charged based on \$250 per report. Insurance reserve calculations are charged based on \$250 per report.

Fund accounting report charge is \$8.00 per fund with an \$8.00 per fund set-up charge. The minimum charge per report is \$450 and the minimum set-up is \$450.

**Charitable Remainder Trusts - Administrative Fees**

- Annuity trusts - \$500
- Straight rate, net income unitrusts (with or without make-up) - \$850
- Net Income Unitrust with gain defined as Income - \$1,500

**Multiple Account Fee (only applies to Institutions where the investment management fees for the relationship are combined)**

- \$300

**INVESTMENT POLICY STATEMENT  
4/15/2003**

**For  
Waterbury Hospital**

This investment policy shall serve as a framework under which Wachovia will manage assets for WATERBURY HOSPITAL. WATERBURY HOSPITAL and Wachovia will be jointly responsible for establishing the portfolio's investment policy. This policy will address the following WATERBURY HOSPITAL circumstances: Return Objective, Risk Tolerance, Time Horizon, Liquidity needs, Tax Situation and other Unique Circumstances. This policy will specify WATERBURY HOSPITAL's preferences as to the type and frequency of communication and performance measurement. Wachovia will be responsible for the implementation of the investment policy as well as advising WATERBURY HOSPITAL on the status of implementation.

**INVESTMENT OBJECTIVE**

The investment objective of the portfolio is income and growth.

The primary purpose of this portfolio is to provide individual beneficiaries with agreed upon entitlement and the remainder to WATERBURY HOSPITAL to achieve the charitable goals of the donors.

**ASSET ALLOCATION**

Wachovia is responsible for establishing the asset allocation policy of the portfolio. This allocation shall seek to balance the relative percentages invested in equity securities, fixed income securities and money market instruments in light of WATERBURY HOSPITAL's need for current income, growth of principal and restriction associated with various state insurance laws.

**ASSET ALLOCATION TARGETS (Reserve/Surplus Accounts)**

	Percent of Total Fund		
	Minimum	Target	Maximum
<b>Total Stocks:</b>	0	0	0
Large Cap Growth	0	0	0
Large Cap Value	0	0	0
<b>Total Bonds:</b>	85	90	95
<b>Total Cash:</b>	5	10	15



3/31/03

**ASSET ALLOCATION TARGETS (Excess Reserves Accounts)**

	Percent of Total Fund		
	Minimum	Target	Maximum
<b>Total Stocks:</b>	<b>40</b>	<b>60</b>	<b>80</b>
Large Cap Growth	20	30	40
Large Cap Value	20	30	40
<b>Total Bonds:</b>	<b>20</b>	<b>35</b>	<b>50</b>
<b>Total Cash:</b>	<b>2</b>	<b>5</b>	<b>10</b>

According to Wachovia's policy, an asset class is considered to be within an acceptable range if the actual allocation is within 500 basis points of the target. The Asset Allocation Targets may change from time to time due to changes in Wachovia's policy or changes in the Client's circumstances.

**SECURITY GUIDELINES****ALLOWABLE SECURITIES:****RESERVE/SURPLUS ACCOUNTS****FIXED INCOME:**

U.S. Treasury Bills  
 U.S. Treasury Notes and Bonds  
 U.S. Agency Notes and Bonds  
 Corporate Bonds (Investment Grade)

**NOTE:** Limitations in the law require the following:

The combination of bonds and other evidences of indebtedness of any one institution may not exceed 5% of the total reserve requirements.

**EXCESS-RESERVE OPTIONS****EQUITIES:**

N.Y.S.E. stocks  
 NASDAQ stocks  
 Mutual Funds

**FIXED INCOME:**

Mutual Funds  
 Common Trust Funds

**RE-BALANCING**

WATERBURY HOSPITAL instructs / authorizes Wachovia to rebalance its portfolio on a quarterly basis. In re-balancing, Wachovia will allocate assets back to the target.

**INVESTMENT STRUCTURE**

To implement its asset allocation policy, WATERBURY HOSPITAL has approved the following investment vehicles as noted below in addition to individually managed fixed income investments:

<b>Style</b>	<b>Portfolio</b>	<b>Representative Benchmark</b>
<b>Equity</b>		
Large Cap Value		Russell 1000 Value Index
Large Cap Growth		Russell 1000 Growth Index
<b>Style</b>	<b>Portfolio</b>	<b>Representative Benchmark</b>
<b>Fixed Income</b>		
Short/Intermediate		Lehman Brothers Intermediate Government/Credit Index
Core Bond		Lehman Brothers Aggregate
<b>Style</b>	<b>Portfolio</b>	<b>Representative Benchmark</b>
<b>Cash Equivalents</b>		
Money Market	Evergreen Select 100% Treasury Money Market	90 Day Treasury Bill

From time-to-time, WATERBURY HOSPITAL may change the target allocation and the styles / funds approved for its portfolio.

**LIQUIDITY**

Interest and dividends will be swept daily into a money market fund. Minimum cash reserves will be maintained to make payments as required by the annuity contracts.

**INVESTMENT TIME HORIZON**

Perpetual

**TAX CONSIDERATIONS**

None

3/31/03

### **UNIQUE CIRCUMSTANCES**

To achieve investment return used in the ACGA recommended rate assumptions a net return of 6.25% is desired for the combined portfolio.

### **INVESTMENT AUTHORITY**

Investment decisions will be made in sole authority/discretion by Wachovia and Wachovia is not expected to provide advance notification of trades that are consistent with this policy unless noted to the contrary in this policy statement.

### **IMPLEMENTATION STRATEGY**

It is Wachovia's policy to implement investment strategies within ninety (90) days of their adoption unless otherwise agreed to.

### **COMMUNICATION**

Wachovia will furnish WATERBURY HOSPITAL a statement detailing current holdings and all transactions occurring within the portfolios. In addition, Wachovia expects to meet with WATERBURY HOSPITAL on an as needed basis. The agenda for these meetings shall include a review of the following:

- A comparison of the current asset allocation of the portfolio versus the guidelines set forth in this investment policy
- A presentation of investment results that includes a comparison relative to the appropriate indices
- A review of the current holdings in the portfolio
- An overview of current economic conditions and their expected impact upon the portfolio
- A discussion of what changes to the service or policy is desired.

WATERBURY HOSPITAL's preferences, market events and portfolio changes will dictate the frequency of other types of communication.

### **PERFORMANCE MEASUREMENT**

The period for evaluating performance will be one year. Performance will be evaluated quarterly to test progress toward the attainment of longer-term goals. It is understood that there are likely to be short-term periods during which performance deviates from market indices. Portfolio performance will be measured against a commonly used index that is appropriate to the asset class and style. This information may be supplemented with peer group comparisons when appropriate and available. The appropriate benchmarks shall be identified for measuring performance.

According to Wachovia's policy, an asset class is considered to be within an acceptable range if the actual allocation is within 500 basis points of the target. The Asset Allocation Targets may change from time to time due to changes in Wachovia's policy or changes in the Client's circumstances.



# Last Will and Testament

I, STEVEN J. PECKA, a/k/a STEPHEN J. PECKA, a/k/a STEVE J. PECKA, of the Town of Wolcott, County of New Haven and State of Connecticut, being of lawful age, of sound and disposing mind, memory and judgment, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all previous wills and codicils by me made.

## ARTICLE I

I direct that all my just debts, (except such as may be secured by mortgage), funeral charges, and expenses of settling my estate, be paid and discharged by my Executors, hereinafter named. I direct that all legacy, succession, inheritance, transfer and estate taxes, levied or assessed upon or with respect to any property which is included as part of my gross estate for the purpose of any such tax, shall be paid by my Executors out of my estate in the same manner as an expense of administration and shall not be prorated or apportioned among or charged against the respective devisees, legatees, beneficiaries, transferees, or other recipients, nor charged against any property passing or which may have passed to any of them.

## ARTICLE II

If I am the owner of the premises known as 260 East Street in Wolcott, Connecticut at the time of my demise, I give and devise the same, together with the contents therein, to my sister, HELEN WILLIAMS, of Wolcott, Connecticut, if she survives me, the same to be hers absolutely to the exclusion of all others.

I give and bequeath any motor vehicle or motor vehicles owned by me at the time of my demise, to my sister, HELEN WILLIAMS, of Wolcott, Connecticut, the same to be hers absolutely to the exclusion of all others.

In the event, however, that my sister, HELEN WILLIAMS, does not survive me, and I am the owner of 260 East Street, in Wolcott, Connecticut, at the time of my demise, I give and

devise the same together with the contents therein, to **GALE A. BYRNES**, of Wolcott, Connecticut, the same to be hers absolutely to the exclusion of all others.

In the event that my sister, **HELEN WILLIAMS**, does not survive me, I give and bequeath any motor vehicle or motor vehicles owned by me at the time of my demise to **GALE A. BYRNES**, of Wolcott, Connecticut, the same to be hers absolutely to the exclusion of all others.

### ARTICLE III

I give and devise any and all of my remaining real estate, wheresoever situated, and owned by me at the time of my demise, to my sister, **HELEN WILLIAMS**, of Wolcott, Connecticut, if she survives me, the same to be hers absolutely to the exclusion of all others.

In the event that my sister, **HELEN WILLIAMS**, does not survive me, I give and devise any and all of my remaining real estate to **GALE A. BYRNES**, of Wolcott, Connecticut, the same to be hers absolutely to the exclusion of all others.

### ARTICLE IV

a) I give and bequeath the sum of Five Thousand (\$5,000.00) Dollars to **ST. MARY'S HOSPITAL**, of Waterbury, Connecticut, or to its successors, either by way of merger or consolidation;

b) I give and bequeath the sum of Five Thousand (\$5,000.00) Dollars to **WATERBURY HOSPITAL**, of Waterbury, Connecticut, or to its successors, either by way of merger or consolidation;

c) I give and bequeath the sum of Five Thousand (\$5,000.00) Dollars to **THE CHILDREN'S HOSPITAL**, of Hartford, Connecticut, or to its successors, either by way of merger or consolidation;

d) I give and bequeath the sum of Five Thousand (\$5,000.00) Dollars to **GAYLORD HOSPITAL**, Wallingford, Connecticut, or its successors, either by way of merger or consolidation.

#### ARTICLE V

I give and bequeath the rest, residue and remainder of my estate, the same to be divided in equal shares as follows and absolutely:

- (a) To **CATHERINE PECKA PARLO**, of 54 Sonoma Avenue, Galeta, California, one such share;
- (b) To **RICHARD WILLIAMS**, of Waterbury, Connecticut, one such share;
- (c) To **CAROLYN PECKA**, of Wolcott, Connecticut, one such share;
- (d) To **BARBARA KEANE**, of 66 Barsolou Avenue, Waterbury, Connecticut 06705, one such share.

In the event that any of the residuary legatees do not survive me then his or her share shall be divided equally amongst the survivor or survivors of my residuary estate.

#### ARTICLE VI

I hereby appoint **HELEN WILLIAMS**, presently of Wolcott, Connecticut, and **BARBARA KEANE**, of 66 Barsolou Avenue, Waterbury, Connecticut, as my Executors of this my Last Will and Testament, all to serve without bond. In the event that either or any of the named executors are unable or unwilling to serve, then the remaining Executor will continue to serve without bond.

ARTICLE VII

My Executors shall have in addition to the enumerated powers, and not by way of limitation thereof, all the powers as set forth in the Connecticut General Statutes together with the additional powers (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) and (27) as set forth in Section 45a-235 of the Fiduciary Powers Act, it being my intention to incorporate said powers by reference thereto, in this with the same effect as though such language was set forth verbatim in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Wolcott, Connecticut, on the 17<sup>th</sup> day of February, 2009.

*Stephen J. Pecka*  
*Steven J. Pecka*  
*Steve J. Pecka*

STEVEN J. PECKA a/k/a  
STEPHEN J. PECKA a/k/a  
STEVE J. PECKA

Signed, sealed, published and declared by said STEVEN J. PECKA, a/k/a STEPHEN J. PECKA, a/k/a STEVE J. PECKA, as and for his Last Will and Testament, in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the 17<sup>th</sup> day of February, 2009.

*Louis Seponaitis*  
*Louis Seponaitis III*

368 Lakewood Rd, Wt  
Address  
368 Lakewood Rd., Wtbg  
Address

STATE OF CONNECTICUT )  
  ) ss: Wolcott  
COUNTY OF NEW HAVEN )

February 17, 2009







AGREEMENT OF TRUST

THE WATERBURY HOSPITAL  
POOLED INCOME FUND

THE WATERBURY HOSPITAL (hereinafter referred to as the "Hospital"), a charitable corporation established under the laws of the State of Connecticut, desiring to establish a pooled income fund within the meaning of Revenue Procedure 88-53 and Section 642(c) (5) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and the regulations thereunder hereby creates THE WATERBURY HOSPITAL POOLED INCOME FUND (hereinafter referred to as the "Fund") and designates FLEET BANK, N.A., a banking corporation located at One Constitution Plaza, Hartford, Connecticut, 06115 (hereinafter referred to as the "Trustee") as the initial trustee to hold, manage, invest and distribute such property hereinafter transferred to and accepted by it as part of the Fund under the following terms and conditions.

1. Gift of Remainder Interest. Each donor transferring property to the Fund shall contribute an irrevocable remainder interest in such property to the Hospital.

2. Retention of Life Income Interest. Each donor transferring property to the Fund shall retain for himself or herself an income interest in the property transferred, or create an income interest in such property for the life of one or more named beneficiaries, provided that each income beneficiary must be a living person at the time of the transfer of property to the Fund by the donor. If more than one beneficiary of the income interest is named, such beneficiaries may enjoy their shares concurrently and/or consecutively. The Hospital may also be designated as one of the beneficiaries of the income interest. The donor need not retain or create a life interest in all of the income from the property transferred to the Fund and any income not payable to an income beneficiary shall be contributed to, and within the taxable year of the Fund in which it is received paid to, the Hospital.

3. Units. On each transfer of property by a donor to the Fund on a determination date, there shall be assigned to the beneficiary or beneficiaries of the income interest retained or created in the property the number of units of participation equal to the number obtained by dividing the fair market value of the property transferred by the fair market value of a unit in the Fund at that time by the number of units then in the Fund. The initial fair market value of a unit in the Fund shall be the

WATERBURY HOSPITAL

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fair market value of the property transferred to the Fund divided by the number of units assigned to the beneficiaries of the income interest in that property. All units in the Fund shall always have equal value.

If a transfer of property to the Fund by a donor occurs on other than a determination date, the number of units of participation assigned to the beneficiary or beneficiaries of the income interest in the property shall be determined by using the average fair market value of the property in the Fund immediately before the transfer, which shall be deemed to be the average of the fair market values of the property in the Fund on the determination dates immediately preceding and succeeding the date of transfer. For the purpose of determining the average fair market value, the property transferred by the donor and any other property transferred to the Fund between the preceding and succeeding dates, or on such succeeding date, shall be excluded. The fair market value of a unit in the Fund immediately before the transfer shall be determined by dividing the average fair market value of the property in the Fund at the time by the number of units then in the Fund. Units of participation assigned with respect to property transferred on other than a determination date shall be deemed to be assigned as of the date of the transfer.

4. Determination Date. A determination date means each day within a taxable year of the Fund on which a valuation is made of the property in the Fund. The property of the Fund shall be valued on the first day of the taxable year of the fund and on April 1, July 1, and October 1 of each year. Any income accrued but undistributed as of any determination date shall be excluded from the fair market value on such valuation date. In addition, the Fund may be valued on such other dates determined by the Trustee or as directed in writing by the Hospital, provided that the Fund shall be valued not less frequently than required pursuant to Section 642(c)(5) of the Code or applicable regulations.

5. Taxable Year/Income Distributions. The taxable year of the Fund shall be the calendar year. The Trustee shall pay income to each beneficiary entitled thereto in any taxable year of the Fund in the amount determined by the rate of return earned by the Fund for the year with respect to the beneficiary's income interest. Payments shall be made at least once in the year in which the income is earned. Until the Trustee determines that payments shall be made more or less frequently or at other times, the Trustee shall make income payments to the beneficiary or beneficiaries entitled to them in four quarterly payments on or about March 31, June 30, September 30 and December 31 of each year. Adjusting payments, if necessary, will be made during the taxable year or within the first 65 days following its close to

bring the total payment to the actual income to which each beneficiary is entitled for that year.

6. Allocation of Income. The amount of income allocated to each unit of participation in the Fund shall be determined by dividing the income of the Fund for the taxable year by the outstanding number of units in the Fund at the end of the year, except that income shall be allocated to units outstanding during only part of the year by taking into consideration the period of time the units are outstanding during the year.

7. Definition of Income. For purposes of this Agreement of Trust, the term "income" has the same meaning as it does under Section 643(b) of the Code or the corresponding provision of any subsequent federal tax law and the regulations thereunder.

8. Termination of Life Income Interest. The income interest of any beneficiary of the Fund shall terminate with the last regular payment of income that was made or required to be made before the death of the beneficiary. The Trustee of the Fund shall not be required to prorate any income payment to the date of the beneficiary's death. Upon the termination of the income interest of the designated beneficiary (or, in the case of successive income interests, the survivor of the designated beneficiaries) entitled to receive income pursuant to the terms of a transfer to the Fund, the Trustee shall sever from the Fund an amount equal to the value of the remainder interest in the property upon which the income interest is based. The value of the remainder interest for severance purposes shall be its value as of the date on which the last regular payment was made or required to be made before the death of the beneficiary. The amount so severed from the Fund shall be paid to the Hospital for the general purposes, or for purposes specified by the donor if they are among the purposes enumerated in Section 170(c) of the Code. If at the time of severance of the remainder interest the Hospital is not a public charity (an organization described in clauses (i) through (vi) of Section 170(b)(1)(A) of the Code), the amount severed shall be paid to an organization selected by the governing board of the Hospital that is a public charity.

9. Prohibited Activities. The income of the Fund for each taxable year shall be distributed at such time and in such manner as not to subject the Fund to tax under Section 4942 of the Code. Except for making the required payments to the life income beneficiaries, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code and shall not make any taxable expenditures as defined in Section 4945(d) of the Code. The Trustee shall not make any investments that jeopardize the charitable purpose of the Fund within the meaning of Section 4944 of the Code or retain any excess business holdings within the meaning of Section 4943 of the Code.

10. Depreciable or Depletable Property. The Trustee shall not accept or invest in any depreciable or depletable property, or interests in any real estate investment trusts or other similar entities.

11. Prohibition Against Tax-Exempt Securities. The property transferred to the Fund by any donor shall not include any securities whose income is exempt from federal income taxation under subtitle A of the Code or the corresponding provisions of any subsequent federal tax law. The Trustee of the Fund shall not accept or invest in such securities as part of the assets of the Fund.

12. Prohibition Against Donor or Beneficiary Serving as Trustee. The Fund shall not have as a trustee a donor to the Fund or a beneficiary (other than the Hospital) of an income interest in any property transferred to the Fund. No Donor or beneficiary (other than the Hospital) shall have, directly or indirectly, general responsibilities with respect to the Fund that are ordinarily exercised by a trustee.

13. Commingling of Property. The property transferred to the Fund by each donor shall be commingled with, and invested or reinvested with, other property transferred to the Fund by other donors satisfying the requirements of this instrument and of Section 642(c)(5) of the Code, the regulations thereunder or the corresponding provision of any subsequent federal tax law or regulation. The Fund shall not include property transferred under arrangements other than those specified in this instrument and satisfying the said provisions of the Code. All or any portion of the assets of the Fund may, however, be invested or reinvested jointly with other properties not a part of the Fund that are held by, or for the use of, the Hospital. When joint investment or reinvestment occurs, detailed accounting records shall be maintained by the Trustee specifically identifying the portion of the jointly invested property owned by the Fund and the income earned by, and attributable to, such portion.

14. Maintenance by the Hospital. Pursuant to its responsibility to maintain the Fund or exercise control, directly or indirectly, over the Fund, the Hospital shall always have the unlimited power and discretion to remove any trustee or trustees, upon written notice, with or without cause, and to designate a successor trustee or trustees.

15. Governing Law and Powers of Trustee. This Agreement shall be construed under and governed by the laws of the State of Connecticut, however, in any conflict with Section 642(c)(5) of the Code, and any regulations thereunder, that Code section and the regulations shall govern. Except as otherwise provided in this Agreement of Trust, the Trustee, and any successor or substitute trustee or trustees serving hereunder, in addition to

and not in limitation of the authority elsewhere herein granted and other powers otherwise conferred by law, shall have the following powers and authority:

A. To retain, to exchange for any other property, to sell in any manner, to divide, subdivide, partition, mortgage, improve, alter, remodel, repair, and develop in any manner any property, real or personal, and to lease any such property for any period of time, without regard to restrictions and without the approval of any court.

B. To make investments and reinvestments in whatever form of investment the Trustee may see fit, including common trust funds to which Section 584 of the Code applies, other than securities or common trust funds the income from which is exempt from taxation under Subtitle A of the Code or the corresponding provisions of any subsequent federal tax law, and in making and holding investments the Trustee shall not be restricted to those investments which are authorized by law for the investment or diversification of trust funds.

C. To make division or distribution in cash or in other property or undivided interests therein, or partly in cash and partly in other property or undivided interests therein.

D. To vote personally or by proxy and to delegate power and discretion to such proxy.

E. To exercise subscription, conversion, and other rights and options and to make payments in connection therewith.

F. To take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing, and any other plan or change affecting any property, and in connection therewith to delegate powers and to pay assessments, subscriptions, and other charges.

G. To, in any manner and to any extent, waive, abandon, modify, reduce, compromise, release, discharge, settle, and extend the time of payment of, any claim of whatsoever nature in favor of or against the Trustee, or all or any of the property of the Fund.

H. To treat as income any property received as or in the nature of a dividend or interest and any property which the Trustee may determine to have been received in lieu of a dividend or interest, including any such property which might otherwise be deemed to be principal; and likewise to treat any such property wholly or in any part as principal to whatever extent the Trustee may deem proper.

I. To make executory contracts and to grant options for any purpose, and to make such contracts and options binding on the Fund and enforceable against any property of the Fund.

J. To borrow money upon any terms and to pledge assets as security for repayment.

K. To employ, at the expense of the Fund, payable out of principal or income in the Trustee's discretion unless otherwise provided in this Agreement of Trust, agents, experts, and counsel, including legal, accounting and investment counsel, and to delegate discretionary powers to, and rely upon information and advice furnished by, such agents, experts, and counsel.

L. To receive additions to the Fund and to hold and administer such additions according to the terms and provisions of this Agreement of Trust, and to refuse to accept additions to the Fund in Trustee's discretion.

M. To register from time to time any property in the name of a nominee of the Trustee or in the name of the Trustee or hold it unregistered or in such form that title shall pass by delivery.

N. To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to any such property as if the absolute owner thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or agreements binding the Fund.

Notwithstanding anything herein to the contrary, the Trustee is prohibited from exercising any power, authority or discretion granted under the laws of the State of Connecticut or this Agreement of Trust that would be inconsistent with the qualification of the Fund as a pooled income fund under Section 642(c)(5) of the Code and the corresponding regulations.

16. Trustee Compensation. All of the Trustee's regular compensation and all fees paid at least annually to banks, trust companies and registered investment advisers for investment advisory and custodial services, whether based on a percentage of principal or income, and other expenses reasonably incurred for current management of principal and/or application of income, shall be as determined by an agreement in writing between the Hospital and the Trustee or any successor or substitute Trustee.

17. Incorporation by Reference. The provisions of this Agreement may be, and are intended to be, incorporated by reference in any will, trust or other instrument by means of which property is transferred to the Fund. Any property



transferred to the Fund whereby an income interest is retained or created for the life of one or more named beneficiaries, where this Agreement is not incorporated by reference, shall become a part of the Fund and shall be held, managed and distributed in accordance with the terms and conditions of this document, unless the instrument of transfer is inconsistent with such terms and conditions, in which case the Trustee shall not accept the property.

18. Power of Amendment. This Agreement is irrevocable, except that the Hospital shall have the power, acting alone, to amend this Agreement and the associated instruments of transfer in any manner required for the sole purpose of ensuring that the Fund qualifies and continues to qualify as a pooled income fund within the meaning of Section 642(c)(5) of the Code and the corresponding regulations.

19. General Provisions.

a. The Trustee, and any successor or substitute trustee or trustees serving hereunder, shall be entitled to reasonable compensation for services rendered under this Agreement of Trust, as determined by an agreement in writing between the Hospital and the Trustee or any successor or substitute Trustee.

b. No person or corporation serving as trustee hereunder shall be required to give bond or security of any kind for any purpose in any jurisdiction.

c. All references herein to the Trustee shall include any successor or substitute Trustee acting hereunder at any time.

d. If any corporate Trustee acting hereunder is consolidated, merged or combined with any other institution, such consolidated corporation or the corporation with which it is consolidated, merged or combined, if such latter corporation is qualified to act as Trustee hereunder, shall immediately succeed to the title and powers hereby conferred and the duties imposed upon such corporate Trustee.

e. All references herein to any Section of the regulations thereunder shall mean that Section of the Internal Revenue Code of 1986, as amended, or any corresponding provision hereafter in effect.

IN WITNESS WHEREOF The Waterbury Hospital and Fleet Bank, N.A., by their duly authorized officers, have signed this Agreement this 20<sup>th</sup> day of August, 1993.

Signed, sealed and delivered in the presence of:

THE WATERBURY HOSPITAL

Mary Childs

By [Signature] 8/20/93

[Signature]

Its President

FLEET BANK, N.A.

Mary Lou Anderson

By [Signature]

Carilyn Krochak

Its Vice President

STATE OF CONNECTICUT)

COUNTY OF HARTFORD )

ss: Hartford

Personally appeared Jahn H. Tabin, a President of THE WATERBURY HOSPITAL, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of such organization, before me.

[Signature]  
LINDA J. TIPPING  
NOTARY PUBLIC  
MY COMMISSION EXPIRES DEC. 31, 1997

STATE OF CONNECTICUT)

COUNTY OF HARTFORD )

ss: Hartford

Personally appeared Deborah K. Tasson, a Vice President of FLEET BANK, N.A., signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of such association, before me.

[Signature]  
LINDA J. TIPPING  
NOTARY PUBLIC  
MY COMMISSION EXPIRES DEC. 31, 1997



**D. Permanent Bed Fund**

1. Permanent Bed Fund

See Bed Fund Binder





**E. General Endowment Fund/Not True Endowment/Board Designated**

1. General Endowment Fund