

CHARITABLE TRUST AGREEMENT OF THE DAYNA BRUNELLI MEMORIAL SCHOLARSHIP

THIS TRUST AGREEMENT is made and entered into on the date set forth on the signature page hereof, by and between Michael Brunelli and Brenda Brunelli, both presently of 60 Morgen Drive, Auburn, New Hampshire (hereinafter individually and collectively referred to as the "Grantors") and the said Michael Brunelli, Brenda Brunelli and Christopher Brunelli, presently of Auburn, New Hampshire (hereinafter, and along with their successors, referred to as the "Trustee").

ARTICLE I: NAME

This trust shall be called "The Dayna Brunelli Memorial Scholarship" (hereinafter referred to as "Trust" or "Foundation").

ARTICLE II: PURPOSE

The purpose of this Trust is to further the Grantors' desire to establish a Charitable Foundation, to be known as The Dayna Brunelli Memorial Scholarship, which Foundation shall be empowered to receive funds and contributions of money, real or personal property by *inter vivos* or testamentary gift, bequest or devise from the Grantors and/or from any other individuals or entities. Once received by the Trust, such funds and contributions shall be distributed and used by the Trustee to provide scholarships through Auburn Dollars for Scholars and the Palace Theatre and/or directly to scholarship recipients and/or through schools and/or other existing charitable, educational, religious and benevolent institutions and/or to be provided to establish such institutions, all within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Any scholarships paid through Auburn Dollars for Scholars will be based on the following, unless otherwise agreed to with Auburn Dollars for Scholars or otherwise required by Auburn Dollars for Scholars: the individual receiving the

award must be a resident of Auburn, New Hampshire, the award shall be based on academic standing and community involvement. The Auburn Dollars for Scholars organization will assist in developing further specifics of the scholarship and the parameters for the selection of recipients. Any scholarships paid through the Palace Theatre will be based on the following, unless otherwise agreed to with the Palace Theatre or otherwise required by the Palace Theatre: the award shall be based on academic standing, community leadership and community involvement. The Palace Theatre will assist in developing further specifics of the scholarship and the parameters for the selection of recipients.

All scholarship funds shall be used to help students pursue an education in performing arts and/or music at a private, public, religious, quasi-religious or secular school or program, including summer camps, with such funds to be paid out directly to needy recipients and/or through schools and/or other existing charitable, educational, religious and benevolent institutions and/or to be provided to establish such institutions, all within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Charitable Purposes").

The word "education" shall be broadly defined to include, without limitation, K-12, college and postgraduate study in performing arts or music at an institution of the student's choice, any general or special course of study in performing arts or musical pursuit of the student's choice (whether or not institutional); and in determining payments to be made for such education, the Trustee shall take into consideration the beneficiary's related living expenses to the extent that they are reasonable. Education shall also be defined to include, but need not be limited to, K-12, post-high school (including college, university, graduate and professional education), trade school, career and/or personal advancement courses and/or classes, adult education courses and/or classes, vocational training, correspondence courses and/or classes, including internet courses so long as the same is related to performing arts or music. Such education is not limited to matriculating toward a degree or particular achievement or designation. Such education need not take place at accredited institutions. Such education need

not take place in the United States. Such education shall also be defined to include the cost of: books; education related materials; entrance, examination, application and other fees; room and board; transportation costs; field trip costs; overseas studies costs, including transportation and travel; and child care expenses reasonably necessary to allow the beneficiary to pursue such education in music or performing arts.

This Trust is created for, and shall be administered and operated exclusively for, the Charitable Purposes. All property now or hereafter subject to this Trust (including, without limitation, any property added to this Trust, from any source, whether after or during the lifetime of the Grantors, from Grantors' probate estate, or otherwise upon the Grantors' demise and property held for this Trust by the Grantors as Nominee or in any other capacity) (hereinafter referred to as the "Trust Estate") shall be held, administered and distributed in accordance with the terms hereof.

The Trust Estate shall be distributed by the Trustee exclusively for, or in aid of, the Charitable Purposes.

ARTICLE III: TRUST ESTATE

To establish this Trust, the Grantors have transferred and delivered to the Trustee the sum of One Dollar (\$1.00), and the Trustee accepts such property and agrees to hold, manage and distribute such property of the Trust under the terms set forth herein. Said property, together with all other property, both real and personal, of every kind and description hereafter transferred to the Trustees hereunder, and all additions thereto and substitutions therefor, and any proceeds of investment or re-investment thereof, shall become part of the Trust Estate, and shall be held, dealt with, managed, controlled and disposed of by the Trustees upon the trusts, terms and conditions, and for the uses and purposes hereinafter set forth.

The Trustees may receive donations from the Grantors or from any other source in cash or in other property acceptable to the Trustees. All donations so received together with the income, herein referred to as the trust fund, shall be held, managed, administered, and paid out by the Trustees pursuant to the terms of this Agreement. The Trustees may accept donations which restrict their uses and purposes, provided such restrictions are within the Charitable Purposes, and which limit the time, manner, amount or other terms of distribution; but, unless otherwise specifically required, the Trustees may commingle such restrictive donations with other assets of the trust fund.

ARTICLE IV: DISTRIBUTIONS

A. Commencing on the date of the trust, and continuing as long as the Trust Estate shall exist, the Trustee shall administer the Trust, as follows:

1. The Trustee shall receive, hold, invest, manage, and control the Trust Estate exclusively for the Charitable Purposes and shall collect all the income therefrom and shall pay all the expenses incidental to the maintenance and operation of the Foundation.

2. The Trust Estate shall be held in trust by the Trustee, and the Trustee may make payments or distributions from income or principal, or both, in the name of the Trust, directly for the Charitable Purposes without making use of any other Charitable Organizations and/or by the making of distributions to one or more Charitable Organizations (Charitable Organizations shall be defined as corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes and a charity or charities which qualify as a charitable organization described in Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code of 1986, as amended. It is intended that the Charitable Organizations

described herein shall be entitled to exemption from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended) whose goal or mission is the Charitable Purposes, at such times and in such amounts or proportions as the Trustee shall, in the Trustee's sole discretion, direct.

B. The Foundation shall continue forever, unless it is terminated by the Trustee, in the Trustee's discretion in accordance with Article VIII of this Trust.

ARTICLE V: TRUSTEE ACTION

The Trustees shall act by a majority of their number at any given time. Any instrument required to be executed by this Trust shall be valid if executed in the name of this Trust by such a majority of the Trustees. A Trustee who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others. All actions of the Trustees shall be taken by either resolution at a meeting or by written record without a meeting. The Trustees shall appoint from among themselves a secretary, who shall keep a record of all actions of the Trustees. A copy of any resolution or action taken by the Trustees, certified by any one of the Trustees, may be relied upon by any person dealing with this Trust. No person shall be required to see to the application of any money, securities, or other property paid or delivered to the Trustees, or to inquire into any action, decision, or authority of the Trustees.

ARTICLE VI: PROHIBITED USES; TAX COMPLIANCE PROVISIONS

A. In no event and under no circumstances shall any part of the Trust Estate, whether principal, income or accumulations, nor shall a substantial part of the activities of the Trust be used to promote activity designed to carry on propaganda or otherwise attempt to influence legislation or participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor for any

“prohibited transactions” set out in Section 503(c) of the Internal Revenue Code of 1986, or in any act amendatory thereof, supplemental thereto or substituted therefor. Particularly, no part of the Trust Estate, or the income therefrom, shall be distributed to or inure to the benefit of:

1. The Grantors, or their heirs or personal representatives, or any person who has made a substantial contribution to the Trust, a member of the family of the Grantors or persons who have made such substantial contribution, or a corporation or other entity controlled by the Grantors, or such person through ownership, directly or indirectly, or fifty percent (50%) or more of the total combined voting power of all classes of stock or ownership entitled to vote or fifty percent (50%) or more of the total value of all classes of stock or ownership of the corporation or other entity;

2. Any of the Trustees or their successors in trust;

3. Any corporation, association or trust, unless it be organized and operated exclusively for the purposes, hereinbefore set out, or for one or more of such purposes, and unless no part of the net earnings thereof inures to the benefit of any shareholders, members, directors, trustees, officers or other persons engaged in the management of its affairs;

4. Any activity designed to carry on propaganda or otherwise attempt to influence legislation or participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office; or

5. The United States, any State, Territory or any political subdivision thereof, of the District of Columbia, unless for one or more exclusively public purposes as hereinbefore set out.

B. Any other provisions of this Trust notwithstanding, the Trustee shall distribute the Trust's income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

C. Any other provisions of this Trust notwithstanding, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

D. Nothing in this Trust shall be construed to restrict the Trustee from investing Foundation assets in a manner which could result in the annual realization of a reasonable amount of net income or gain from the sale or distribution.

E. It is the Grantors' intention that the Foundation shall be exempt from Federal and State income taxation and that a contribution to the Foundation be deductible for Federal and State income, estate, inheritance, and gift tax purposes to the extent allowed by the Code and other applicable legislation and regulations, and any provision of the Trust which is inconsistent with this intention shall not be in effect.

F. To the extent allowable by applicable law, the Trustee may amend the terms of the Trust from time to time solely enable the Trustee to carry out the purposes of the Foundation more effectively, whenever in the Trustee's opinion such an amendment is necessary

or advisable; provided, however, that this subparagraph shall not be construed as authorizing any amendment which would permit any part of the Foundation's assets to be diverted from the Charitable Purposes set forth herein, or which may disqualify the Trust from the status and benefits described in this Trust. Every amendment shall be in writing and shall be signed by the Trustee and deposited with the Trust records.

ARTICLE VII: SEPARATE OR COMBINED TRUSTS

The Trustee shall have possession, full control and management of all gifts to be administered hereunder and shall administer the same either as separate Trusts or two or more of them as combined Trusts, as the uses and purposes of the respective gifts may, in their opinion, require. The funds of different Trusts created hereunder may, in the discretion of the Trustee, be commingled for the purpose of investment.

ARTICLE VIII: DURATION

This Trust shall continue until the Trustee shall be of the opinion and declare in a written resolution by an affirmative vote of seventy five percent (75%) of the Trustees that the Trust shall terminate. Upon termination of the Trust, the Trustee shall distribute the remaining Trust assets equally among Auburn Dollars for Scholars, presently of Auburn, New Hampshire or its successor and the Palace Theatre, presently of Manchester, New Hampshire or its successor **or** if either of them is no longer in existence and leaves no successor who is then in existence, all to the other or its successor. If neither is then in existence and neither leaves a successor who is then in existence, the Trustee shall select one or more Charitable Organizations which support students pursuing education in the field of music or performing arts, in such amounts and for such earmarked purposes as the Trustees shall select and determine (and the Trustee shall be under no obligation to ensure compliance with such earmarked purposes once the funds have been tendered), each of which is organized and operated exclusively for charitable purposes and which at the time of distribution shall qualify for exemption under Section 501(c)(3) of the Code.

If the Trustee is itself a Charitable Organization, it may be the recipient of the assets and all conflicts of interest are hereby waived. The Grantors authorize and empower the Trustee to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the Trustee; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this Trust. The Trustee may act as directors or officers thereof, and shall take such further action as shall be necessary to cause the corporation to qualify as an exempt charitable corporation under applicable Federal and State laws. Under the creation and organization of such corporation and upon qualification of the corporation as an exempt charitable corporation as herein provided, the Trustee is authorized and empowered to convey, transfer, and deliver to such corporation all of the property and assets to which this Trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the Trustees shall determine, consistent with the provisions of this paragraph.

ARTICLE IX: POWERS OF TRUSTEE

Without limiting or qualifying the general powers of the Trustee, and in addition to and not in substitution of any power(s) conferred on Trustees by law, the Trustee herein named and any successor Trustee herein named or designated hereunder shall have full and express authority, without any court order or proceeding to exercise each and all of the powers enumerated below, but specifically subject to the limitations set forth in Article VI above. The Trustee's power and authority is subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose which may not be exercised by an organization which is tax exempt or by an organization to which donations are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code of 1986, as amended, and other applicable legislation and regulations as they now exist or may hereafter be amended.

A. To invest and reinvest the principal and income of the Trust in such property, real, personal or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable without liability for depreciation; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the Trust Estate is invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any Trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to this Trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

B. To sell, lease or exchange any personal, mixed or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to Trust Estate, as the Trustee considers advisable, whether or not such leases or contracts may extend beyond the duration of the Trust.

C. To borrow money for such periods, at such rates of interest, and upon such terms as the Trustees consider advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or to hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this Trust.

D. To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed incident to any transaction in which they engage.

E. To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depositary, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depositary, or Trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription right in respect to securities.

F. To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold Trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the Trust property is at all times identified as such on the books of the Trust; to keep any or all of the Trust property or funds in any place or places in the United States of America; to employ clerks, agents, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustees but in no event more than that permitted by law.

G. To determine whether money or other property coming into their possession is principal or income, or partly one and partly the other, and to charge and apportion expenses and losses to principal and income as they may deem just and equitable, and to make good any so called wasting investments, losses of principal or premiums paid for securities out of the income over such periods of time as they may deem advisable.

H. To protect the Trust and all property of the Trust and the Trustee's interests therein from attack of any kind and to uphold the validity of all gifts hereunder, inter vivos or otherwise.

I. To cause the organization of such corporations or other agencies as may be necessary or proper to carry out the purposes of the Trust.

J. To advise with counsel and investment counsel and the opinion of such counsel in writing signed by him shall be full protection and justification to the Trustee for anything suffered or done by them in good faith and in accordance with such opinion.

K. To organize annually, at the first meeting of the Trustees in each year, by electing, from among its own number, a chairman and other officers, and appointing at such time or from time to time agents and employees as the Trustee may desire and by adopting such rules and regulations governing the proceedings of the Trustees and the administration of the Trust Estate, not inconsistent with the provisions of this Agreement, as the Trustee may deem necessary or desirable.

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

M. To hold part or all the Trust fund un-invested.

N. To employ suitable investment advisors, accountants, agents, counsel, and custodians and to pay their reasonable expenses and compensation.

ARTICLE X: TRUSTEE ADMINISTRATION

While two (2) or more Trustees are acting, the following provisions shall apply where the context requires:

A. The corporate Trustee, if any, shall have custody of the Trust Fund and of the books and records of the Trustee.

B. With respect to any matter as to which two (2) or more Trustees have joint authority, a Trustee, by written notice, may temporarily delegate any or all of that Trustee's rights, powers, duties and discretion as Trustee to any other Trustee sharing that authority, with consent of the latter.

C. The Trustees may establish bank and brokerage accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any Trustee.

D. The majority vote of the Trustees shall be required to perform on behalf of the Trustees all acts necessary for the acquisition, sale and transfer of personal and real property, including the giving of directions and the signing and endorsing of checks and other negotiable instruments, stock and bond certificates and powers, deeds of real estate and related transfer documents, applications, tax forms and other forms of documents; and, no person dealing with the Trustee need inquire into the propriety of any such act if such Trustee certifies it in writing to that person that the Trustees have approved that act.

E. A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen (15) days after a written request for approval, and a Trustee shall not be required to continue to make a proposal which has been disapproved on a least two (2) occasions if that Trustee has informed each disapproving Co-Trustee that continued disapproval will be assumed until notice to the contrary has been received.

F. The Trustees may execute documents by jointly signing one (1) document or separately signing concurrent counterpart documents.

G. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner re-organized or re-incorporated, the resulting or transferee corporation shall become Trustee in place of its predecessor.

H. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the Trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

ARTICLE XI: LIABILITY OF TRUSTEE

No Trustee shall be answerable for loss in investments made in good faith. In no event shall the Trustees be held liable for any neglect or wrongdoing of any other Trustee, or of any investment advisor, accountant, counsel, custodian, agent or agents provided reasonable care shall have been exercised in their selection, nor for any loss or damage unless through their own gross neglect or willful default. The Trustee's powers are exercisable solely in their fiduciary capacity consistent with and in furtherance of the Charitable Purposes of this Trust and not otherwise. Each Trustee shall be fully protected in acting upon any instrument, certificate, or paper, believed by such Trustee to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements.

ARTICLE XII: AUDIT

The Trustee's receipts and disbursements of each Trust created hereunder shall be reviewed annually by an independent auditor and a report of such auditor, or copy thereof, showing in detail the investments held in each such Trust, shall be retained in the office of the Trustee subject to inspection by the Grantors while living and mentally competent and by the Trustees upon the death or mental incapacity of both of the Grantors. The Trustee shall render accounts of their transactions to the Grantors at least annually, and Grantors may approve such accounts by an instrument in writing delivered to the Trustees. In the absence of the filing in writing with the Trustee by the Grantors of acceptance or objections to any such account within sixty (60) days, the Grantors shall be deemed to have approved such accounts; and, in such case where upon the written approval of the Grantors of any such account, the Trustee shall be released with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person other than the Grantors or a Trustee may require an accounting or bring any action against the Trustee with respect to this Trust except as otherwise required by applicable law. The Trustee may at any time initiate legal action or proceedings for the settlement of the Trustee's accounts and, except as otherwise required by law, the only necessary party defendant to any such action or proceeding shall be the Grantors while living and mentally competent and the Trustees upon the death or mental incapacity of both of the Grantors.

ARTICLE XIII: NO SUPERVISION BY COURT

The Trustees shall have the power of acting-hereunder without the necessity of conferring with, or accounting to, any court, either in law or equity.

ARTICLE XIV: CONSTRUCTION/APPLICABLE LAW

Each and every provision hereof is to be regarded and construed as very independent of every other provision that if it shall be determined that any provision is invalid, such determination shall not affect the validity of any of the remaining provisions, and the Trusts created hereunder shall be administered to carry out, as far as possible, the purposes of the Grantors or Testators in accordance with the remaining valid provision. All provision, designations, trusts, wishes and instructions which the Grantors or Testators, as the case may be, shall desire the Trustee hereunder to observe shall be deemed to include only such as shall be in writing signed by them, or under their authority, and such writing must be made at the time of making the gift or transfer to the Trustee, but this provision shall not prevent the Trustee from taking into consideration gifts or other acts of the Grantors or Testators in the lifetime as an aid in ascertaining and determining their wishes in any matter wherein the Trustee has a discretionary power hereunder.

The Trustee shall have power to construe the terms of this Trust Agreement, or other writings of the Grantors, or Testators, delivered to the Trustee at the time or times of making additional transfers to the Trust, whether or not it shall be impossible or impractical to administer the same as so intended, and any other question or dispute relating to the administration of the Trust, and shall be free from all liability for all acts done in good faith under such construction or determination.

Irrespective of any tax apportionment statute or similar rule of law of any jurisdiction otherwise applicable, under no circumstances shall any estate, inheritance or other death taxes imposed under the laws of any jurisdiction be paid or provided for out of or be recoverable from the Trust Estate.

The Grantors declare that this Agreement and the Trust created hereby shall be construed and administered under and regulated by the laws of the state of the legal domicile of the Grantors, unless the Grantors elect otherwise by written instrument made a part hereof, and, that the validity, construction and effect (i.e., jurisdiction for interpretation and enforcement) of this Trust, including the powers and duties of the Trustee hereunder, shall be determined in accordance with the laws of the then designated state, and that the Trustee shall not be required to account in any court other than one of the courts of that state. So long as the same is not prohibited under applicable law at the time, upon the mental incapacitation or death of both of the Grantors, the Trustee is empowered, from time to time, to direct in writing and made a part hereof that the Trust, or trusts established hereunder, be administered by the laws of a state or country, other than that of the Grantors' domicile or other subsequently designated situs; provided, however, that if the situs of a trust shall change to another jurisdiction pursuant to the provisions of this Trust, the laws of the new situs of the Trust thereafter shall govern the construction and administration of the Trust or trusts.

ARTICLE XV: DISTRIBUTIONS IN KIND

For the purposes of dividing the Trust Estate into separate shares, or making any distribution of the Trust Estate or the income therefrom, the Trustees may, if they in their own discretion consider it necessary or advisable, value and appraise any and all of the Trust Estate and apportion and distribute the same, either in kind, or partly in kind and partly in money, or in money, or in property, and the selection and valuation by the Trustees shall be binding and conclusive.

ARTICLE XVI: AMENDMENT

This Trust may be amended at any time or times by, written instrument or instruments signed and sealed by seventy-five percent (75%) of the Trustees, and acknowledged by a majority of the Trustees, provided that no amendment shall authorize the Trustee to conduct the

affairs of this Trust in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any other applicable law, rule or regulation.

ARTICLE XVII: REMOVAL OR RESIGNATION OF A TRUSTEE

Any Trustee herein named or as may hereafter be named as a Trustee, may be removed as such Trustee by the affirmative vote of a majority of the Trustees. Furthermore, any Trustee may, by written instrument, resign as Trustee.

ARTICLE XVIII: SUCCESSOR TRUSTEES

Michael Brunelli, Brenda Brunelli and Christopher Brunelli shall serve for life unless they shall die, resign or become disabled to the point where they cannot serve as Trustee. If any one of them shall die, resign or become disabled to the point where they cannot serve as Trustee, the others shall serve as Trustee.

The Trustee may, at any time and from time to time, by a majority vote of the Trustees then serving, add additional Trustees and/or increase the number of Trustees serving as Trustee.

If there is more than one Trustee named and that Trustee fails to qualify or ceases to act, the remaining named Trustees shall serve.

If all of the named Trustees shall be unable or unwilling to serve as Trustee, then the following persons shall be successor Trustees:

- a. A Trustee selected by the departing Trustee.

b. A Trustee selected by the Beneficiaries who would receive the Trust Estate had the Foundation terminated in accordance with Article VIII.

If no Trustee is serving and the position of Trustee remains vacant for a period of six (6) months, then this Foundation shall terminate in accordance with Article VIII.

A Trustee may be, but is not required to be, a charitable, educational, religious or benevolent institution, all within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or an Institutional Trustee which regularly manages trust assets as part of its ordinary course of business.

ARTICLE IX: COMPENSATION

Notwithstanding any other provision in this Trust to the contrary, the Trustees serving under this Trust are authorized to pay to themselves and/or third parties amounts for reasonable expenses incurred and reasonable and necessary compensation (but not excessive) for services rendered in the administration of this Trust, but in no event shall any Trustee who has made a contribution to this Trust ever receive any compensation thereafter, except as otherwise permitted by the Code and other applicable law, rules and regulations. The Trustees may also pay the health insurance costs of employees of the Trust, including their such health insurance costs own if they are employed by the Trust. Such health insurance plans may include family coverage. Notwithstanding the generality of the foregoing, no Trustee who is issue of a Grantor shall receive compensation for their services as Trustee; they may, however, receive reimbursement for all expenses reasonably incurred on behalf of the Foundation.

ARTICLE XX: ADDITIONS TO THE TRUST ESTATE

The Trustee at any time may receive and accept any other property from the Grantors or any other individual, firm or corporation by gift, bequest or devise, in which case the party

granting, transferring, conveying, assigning, bequeathing, devising or delivering such property shall cease to have any further right, title or interest in or to such property, and such property shall be and become a part of this Trust Estate as fully and completely as if originally placed herein by the Grantors. It is expressly provided, however, that in case, and at the time any additional property is hereinafter placed in this Trust, a written description thereof, dated and signed by the transferors and the Trustee shall be made and entered under a separate schedule attached to this Trust Agreement. In the event that assets shall be added hereto by bequest or devise, a copy of the Last Will and Testament under which such bequest or devise is made shall be attached hereto.

ARTICLE XXI: BOND

The Trustees hereunder may or may not in their discretion be required to give bond or any surety satisfactory to them upon a bond for the faithful performance of the Trustee hereunder. In the event a bond or bonds are required, the cost or premium of such bond shall be paid from the Trust Estate. None of the Trustees shall be responsible or liable for the acts of omissions of any other of the Trustees or of any predecessor or of a custodian, agent, depositary, or counsel selected with reasonable care.

ARTICLE XXII: ACCEPTANCE OF TRUST

The Trustees by joining in the execution of the instrument signify their acceptance of the Trust and acknowledge that they have received this day from the Grantors all and singular the property described in the Schedule A attached hereto and made a part hereof, and agree that they will hold the same and use and dispose of the proceeds thereof upon and subject to all and singular the Trusts, terms and provisions set forth in this Trust Agreement.


ARTICLE XXIII: BINDING NATURE OF AGREEMENT

This Trust shall be binding upon all of the parties hereto and their heirs, personal and legal representatives, successors and assigns.


ARTICLE XXIV: GENERAL

Any person may rely on a copy, certified by a notary public, of the executed original of this Trust held by the Trustee, and of any of the notations on it and writings attached to it, as fully as he/she might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Trustee under this Trust. No one dealing with the Trustee need inquire concerning the validity of anything the Trustee need see to the application of anything paid or transferred to or upon the order of the Trustees or the Trust.

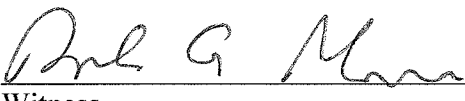
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trust Agreement for The Dayna Brunelli Memorial Scholarship as of this 4th day of August, 2016.



Witness



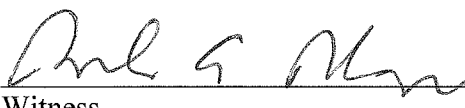
Michael Brunelli, as Trustee



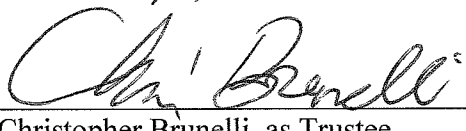
Witness



Brenda Brunelli, as Trustee



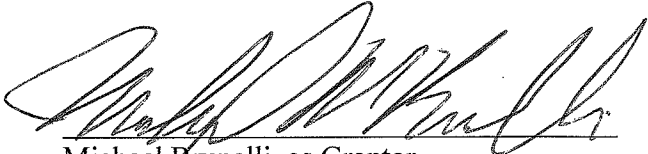
Witness





Christopher Brunelli, as Trustee

We certify that we have read the foregoing Trust Agreement for The Dayna Brunelli Memorial Scholarship and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. We approve this Trust Agreement in all particulars and request the Trustee to execute it. Signed in the presence of these two witnesses this 4th day of August, 2016.


Witness

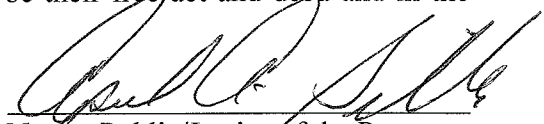

Michael Brunelli, as Grantor

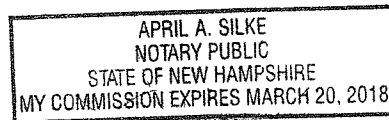

Witness


Brenda Brunelli, as Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

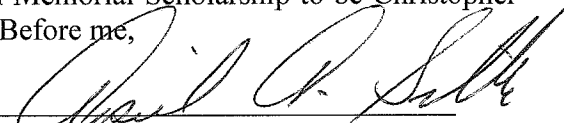
The foregoing instrument was acknowledged on this 4th day of August, 2016, by Michael Brunelli and Brenda Brunelli as Grantors and Michael Brunelli and Brenda Brunelli as Trustees of The Dayna Brunelli Memorial Scholarship to be their free act and deed and in the capacity stated. Before me,


Notary Public/Justice of the Peace
My Commission Expires:



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged on this 4th day of August, 2016, by Christopher Brunelli as Trustee of The Dayna Brunelli Memorial Scholarship to be Christopher Brunelli's free act and deed and in the capacity stated. Before me,


Notary Public/Justice of the Peace
My Commission Expires:

