

ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN

TRUST AGREEMENT

TRUST AGREEMENT

This Agreement is made by and between St. Joseph Health Services of Rhode Island (hereinafter St. Joseph Health Services of Rhode Island), and the undersigned banking institution, as Trustee (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, St. Joseph Health Services of Rhode Island established the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan") for certain of its employees; and

WHEREAS, the Plan provides for contributions to a trustee to be held in trust, for the exclusive benefit of participants in the Plan and their beneficiaries after the payment of the reasonable expenses of administering the Plan and Trust; and

WHEREAS, the Trustee has consented to act as trustee of the trust fund and to hold and distribute the assets transferred to the trustee and accumulated in respect of the Plan on the terms and conditions hereinafter set forth;

WHEREAS, the Plan and Trust are intended to qualify under Section 401(c) of the Code as a non-electing church plan within the meaning of Section 414(e) of the Code and Section 3(33) of the Employees Retirement Income Security Act of 1974;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, St. Joseph Health Services of Rhode Island and the Trustee hereby agree as set forth below.

ARTICLE I

Establishment of Trust

The Trust Fund shall consist of such sums of money or other property, in a form acceptable to the Trustee, as shall from time to time be paid or delivered to the Trustee pursuant to the Plan which, together with all earnings, profits, increments and accruals thereon, without distinction between principal and income, shall constitute the Trust Fund hereby created and established. The Trust Fund shall be held in trust and dealt with in accordance with the provisions of this Trust Agreement. St. Joseph Health Services of Rhode Island intends by this Trust Agreement to create a Trust forming a part of the Plan which shall qualify under Sections 401 and 501 of the Code as a non-electing church plan within the meaning of Section 414(e) of the Code and Section 3(33) of the Employees Retirement Income Security Act of 1974.

Article II -- Duties and Powers of St. Joseph Health Services of Rhode Island and the Retirement Board.

2.1 St. Joseph Health Services Of Rhode Island shall provide the Trustee with a certified copy of the Plan and all amendments thereto and of the resolutions of the Board of Directors of St. Joseph Health Services of Rhode Island approving the Plan and all amendments thereto, promptly upon their adoption. After the execution of this Trust Agreement, St. Joseph Health Services of Rhode Island shall promptly file with the Trustee a certified list of names, specimen signatures and titles of any persons properly designated and authorized, and a certified copy of the resolutions or other actions of the Most Reverend Bishop of the Diocese of Providence so designating and authorizing such persons, to exercise any discretionary authority, responsibility or control in the management or administration of the Plan or the Trust Fund or to render any investment advice for a fee or other compensation, including, without limitation, the person or persons (hereinafter the "Retirement Board") designated under the Plan and so empowered, and any member thereof authorized to act for it. The Most Reverend Bishop of the Diocese of Providence shall promptly notify the Trustee of the addition or deletion of any person's name to or from such list, respectively. Until receipt by the Trustee of notice that any person is no longer authorized so to act, the Trustee may continue to rely on the authority of such person. All certifications, notices and directions by any such person or persons to the Trustee shall be in writing signed by such person or persons, and the trustee may rely on any such certification, notice or direction purporting to have been signed by or on behalf of such person or persons that the Trustee believes to have been signed thereby. The Trustee may rely on any certification, notice or direction of St. Joseph Health Services of Rhode Island that the Trustee reasonably believes to have been signed by a duly authorized officer or agent of St. Joseph Health Services of Rhode Island.

2.2 The Retirement Board or its agents shall be responsible for keeping accurate books and records with respect to the employees of St. Joseph Health Services of Rhode Island, their compensation and their rights and interests in the Trust Fund.

2.3 St. Joseph Health Services of Rhode Island may from time to time direct the Trustee to invest in specified assets including a specific insurance contracts or arrangements. Except as otherwise provided by any applicable law or under the terms of any agreement between the banking institution serving as Trustee and St. Joseph Health Services of Rhode Island, including without limitation the Investment Management Agreement, the Trustee shall not be liable for the making, retaining, or selling of any investment or reinvestment upon direction of St. Joseph Health Services of Rhode Island or for any loss to or diminution of the Trust Fund resulting from such making, retaining or selling, except such as are due to its own negligence.

Article III -- Duties and Powers of the Trustee

3.1 The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

3.2 Except as provided in paragraph 2.3 and 3.3 hereof, the Trustee shall have the power in investing and reinvesting the Trust Fund in its sole discretion:

(a) To purchase or subscribe for and invest in any securities, but not including any securities of the Trustee or any affiliate of the Trustee, and to retain any such securities in the Trust Fund. Without in any way intending to limit the generality of the foregoing, the said term "securities" shall be deemed to include common and preferred stocks, mortgages, debentures, bonds, notes or other evidences of indebtedness, and other forms of securities, including those issued by St. Joseph Health Services of Rhode Island or employees participating under the Plan; provided, however, that no stock, securities or evidence of indebtedness of said Company or employees shall be acquired by or held in the Trust Fund unless such acquisition or investment would constitute a permissible transaction into which the Trust Fund may enter under the terms of the Plan or of the laws of the State of Rhode Island, as the same may be amended from time to time.

(b) To deal with all or any part of the Trust Fund; to acquire any property by purchase, subscription, lease, or other means; to sell for cash or on credit, convey, lease for long or short terms, or convert, redeem, or exchange all or any part of the Trust Fund; to hold part of the Trust Fund uninvested or in savings accounts or certificates of deposit offered by the Trustee or in money market funds managed by the Trustee or an affiliate of the Trustee, including the Fleet Money Market Fund.

(c) To vote, or give proxies to vote, any stock or other security, and to waive notice of meetings, to oppose, participate in, and consent to the reorganization, merger, consolidation, or readjustment of the finances of any enterprise, to pay assessments and expenses in connection therewith and to deposit securities under deposit agreements and to accept instructions from the Retirement Board to vote Company securities.

(d) To register any investment held in the Trust in its own name or in the name of its nominee, or to hold any investment in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust.

(e) To make, execute, acknowledge and deliver any and all documents, deeds and conveyance, and any and all other instruments necessary or appropriate to carry out the powers herein granted.

(f) To enforce by suit or otherwise, or to waive, its rights on behalf of the Trust Fund, and to defend claims asserted against it or the Trust Fund; to compromise, adjust and settle any and all claims against or in favor of it or the Trust Fund.

(g) To renew, extend, or foreclose any mortgage or other security; to bid in property on foreclosure; to take deeds in lieu of foreclosure, with or without paying a consideration therefor.

(h) To employ agents necessary for the operation of the Trust and to request the advice and assistance of counsel, including counsel for St. Joseph Health Services of Rhode Island, or other counsel designated by the Retirement Board or by the Trustee with the approval of the Retirement Board.

(i) In the event that St. Joseph Health Services of Rhode Island authorizes the transfer of all or a portion of the assets of the Trust to an insurance company, to enter into and execute on behalf of the Trust all such documents and instruments necessary or appropriate to carry out such transfer as directed by the Retirement Board or Company in writing.

(j) To do all such other acts, execute all such other instruments and take such other proceedings and exercise all such other privileges and rights with relation to any asset constituting a part of the Trust as are necessary to carry out the purpose of the Trust.

3.3 If (i) a registered investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in that Act, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state is duly appointed an "Investment Manager" with respect to the Plan, as that term is defined in Section 3(38) of ERISA, with the power to direct the investment and reinvestment of all or part of the Trust Fund, the Investment Manager shall, unless its appointment provides otherwise, have the power to direct the Trustee in the exercise of the powers described in paragraph 3.2 hereof with respect to all or part of the Trust Fund, as the case may be, and the Trustee shall, upon receipt of a copy of the Investment Manager's appointment and written acknowledgment of such appointment, satisfactory in form to the Trustee, exercise such powers as directed in writing by the Investment Manager. The Trustee shall not be liable for any diminution in the value of the Trust Fund as a result of following any such direction or as a result of not exercising any such powers in the absence of any such direction.

3.4 No persons dealing with the Trustee shall be under any obligation to see to the proper application of any money paid or property delivered to the Trustee or to inquire into the Trustee's authority as to any transaction.

3.5 The Trustee shall distribute cash or property (and shall stop distributions) from the Trust Fund at such time or times, to such person or persons, including the Retirement Board as paying agent or a paying agent or agents designated by the Retirement Board, as the Retirement Board shall direct in writing. Any cash or property so distributed to any paying agent shall be held in trust by such payee until disbursed in accordance with the applicable Plan. Upon written direction by the Retirement Board, the Trustee shall distribute that part of the Trust Fund specified in such direction to any other trust established for the purpose of funding benefits under the applicable Plan or under any other plan, qualifying under Section 401 of the Code, established for the benefit

of the participants in the Plan or their beneficiaries by St. Joseph Health Services of Rhode Island or any successor or transferee thereof.

3.6 In directing the Trustee to make any distribution, the Retirement Board shall follow the provisions of the applicable Plan, and, except as provided by Paragraph 8.2, shall not direct that any payment be made, either during the existence or upon the discontinuance of the Plan, that would cause any part of the equitable share of the Plan in the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of the participants in the Plan and their beneficiaries after defraying reasonable expenses of administering the Plan, pursuant to the provisions of the Plan. The preceding sentence shall not prohibit the return to St. Joseph Health Services of Rhode Island, at the written direction of the Retirement Board, of (1) a contribution to a Plan that is made by St. Joseph Health Services of Rhode Island under a mistake of fact, within one year after the payment of the contribution, or (2) a contribution to a Plan by St. Joseph Health Services of Rhode Island which is conditioned upon the deductibility of the contribution under Section 404 of the Code, to the extent that such deduction if disallowed or would be disallowed if St. Joseph's were a tax-paying entity, within one year after the disallowance of the deduction. Any written direction of the Retirement Board shall constitute a certification that the distribution so directed is one that the Retirement Board is authorized to direct, and the Trustee need not make any further investigation if it reasonably believes the direction is authentic. The Trustee shall not be liable for the proper application of any part of the Trust Fund if payments are made in accordance with the written directions of the Retirement Board as herein provided, nor shall the Trustee be responsible for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan.

3.7 The Trustee may make any distribution required hereunder by mailing its check for the specified amount, or delivering the specified property, to the person to whom such distribution or payment is to be made, at such address as may have been last furnished to the Trustee by the Retirement Board, or if no such address shall have been furnished, to such person in care of St. Joseph Health Services of Rhode Island, or to the Retirement Board or (if so directed by the Retirement Board) by crediting the account of such person or by transferring the funds to such person's account by bank or wire transfer as directed in writing by the Retirement Board.

The Trustee shall be responsible for all reporting and/or withholding obligations with respect to any distribution or payment.

3.8 Notwithstanding any other provisions of this agreement, the Trustee shall not invest in Companies whose products, services, or goods are in conflict with the basic tenets of the Roman Catholic Doctrine.

Article IV -- Limitation of the Trustee's Liability

4.1 The Trustee shall be accountable only for funds actually received by it hereunder and shall have no duty or liability to determine that the amount of the funds received by it comply with the provisions of the Plan. If the appointment of an Investment Manager or Managers is in effect, the Trustee shall not be liable for the acts or omissions of such Investment Manager or Managers, or be under an obligation to invest or otherwise manage the portion of Trust Fund which is subject to the management of such Investment Manager. If St. Joseph Health Services of Rhode Island has established a contract with an insurance company to carry out the purposes of the Plan, the Trustee shall not be liable for the acts or omissions of such insurance company, or be under an obligation to invest or otherwise manage the portion of the Trust Fund which is subject to the management of such insurance company.

4.2 Whenever the Trustee is required or authorized to take any action hereunder pursuant to any written direction or notice of the Retirement Board or St. Joseph Health Services of Rhode Island, the Trustee, acting in accordance with such direction or notice, shall not be responsible for the administration of such Plan or Trust, for the correctness of any payments or disbursements from the Trust, or for any other action taken by the Trustee in accordance with such written direction or notice if it reasonably believes such direction is authentic. Such direction or notice shall be sufficient protection to the Trustee if contained in a writing signed by the Retirement Board or such other person authorized to execute documents on behalf of the Retirement Board, in the case of direction or notice required to be given by the Retirement Board; or by the Most Reverend Bishop of the Diocese of Providence or the President of St. Joseph's, in the case of direction or notice required to be given by St. Joseph Health Services of Rhode Island.

4.3 St. Joseph Health Services of Rhode Island shall indemnify and hold the Trustee harmless for any liability, or reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by the Trustee with respect to holding, managing, investing, or otherwise administering the Trust Fund, other than liabilities resulting over expenses from Trustee's negligence or willful misconduct.

4.4 No bond, surety or other security shall be required of the Trustee unless required according to the provisions of the law of the State of Rhode Island, in which case the cost of such bond, surety or other security shall be an expense chargeable to the Trust if it reasonably believes such direction is authentic.

Article V -- Expenses and Compensation

5.1 The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon by the Trustee and St. Joseph Health Services of Rhode Island.

5.2 The Trustee shall notify St. Joseph Health Services of Rhode Island of all charges, taxes, assessments and expenses incurred in connection with the administration of the Trust. Unless paid by St. Joseph Health Services of Rhode Island, the compensation of the Trustee and all charges, taxes, assessments and expenses incurred in connection with the administration of the Trust shall be paid out of the Trust Fund and until paid shall constitute a charge upon said Fund.

5.3 This Trust is intended to constitute a Trust forming a part of a plan for the exclusive benefit of the eligible employees of St. Joseph Health Services of Rhode Island in accordance with the provisions of the Code applying to exempt employees' trust, and until advised to the contrary, the Trustee may assume that this Trust is not taxable. The Trustee shall promptly give notice to the Retirement Board of any assessment of taxes or intention to assess taxes with respect to the Trust or its income. The Trustee may, however, assume that any taxes assessed on or in respect of the Trust or its income are lawfully assessed unless the Retirement Board shall within 30 days after receiving notice pursuant to the previous sentence in writing advise the Trustee that in the opinion of counsel such taxes are or may be unlawfully assessed. In the event that the Retirement Board shall so advise the Trustee, the Retirement Board will contest the validity of such taxes in any manner deemed appropriate by the Retirement Board or its counsel but at the expense of St. Joseph Health Services of Rhode Island; and the Trustee agrees to execute any documents, instruments, claims and petitions required of the Trustee in the opinion of the Retirement Board or its counsel for the refund, abatement, reduction or elimination of any such taxes.

Article VI -- Substitution and Succession of the Trustee

6.1 The Trustee may resign at any time by giving written notice to the Retirement Board. Such resignation shall become effective thirty (30) days thereafter or upon the appointment of a successor Trustee, whichever occurs first. In the event a successor Trustee is not appointed within thirty (30) days, the Trustee may turn over the assets of the Trust to the Retirement Board as successor Trustee. St. Joseph Health Services of Rhode Island may remove the Trustee by giving thirty (30) days written notice to the Trustee of such intent to remove, and by then giving written notice of the appointment of a successor Trustee. The removal shall become effective upon acceptance of the trusteeship by the successor Trustee. Each successor Trustee under this Trust shall be appointed in writing by St. Joseph Health Services of Rhode Island and shall accept the Trust in writing. Such successor Trustee shall become vested with any estate, property, right, power and duty of the predecessor Trustee hereunder with like effect, as if originally named Trustee. No successor Trustee shall be liable for any act or failure of any predecessor Trustee, and with the approval of the Retirement Board, a successor Trustee may accept the account rendered and the property delivered to it by the predecessor Trustee without in so doing incurring any liability or responsibility with respect to acts of default, if any, of the predecessor Trustee.

6.2 Any corporation into which the Trustee may merge or with which it may consolidate, or any corporation resulting from any merger or consolidation to which the Trustee may be a party, shall be the successor of the Trustee hereunder, without the execution or filing of any additional instrument or the performance of any further act. The Trustee shall promptly give notice to the Retirement Board of any such merger or consolidation.

Article VII -- Accounting Provisions

7.1 The Trustee shall keep books of account that show all its receipts and disbursements hereunder. The books of account of the Trustee with respect to the Trust Fund shall be open to inspection by the Retirement Board or St. Joseph Health Services of Rhode Island, or their representatives, at all reasonable times during normal business course of the trustee and may be audited not more frequently than once each fiscal year by an independent certified public accountant engaged by the Retirement Board.

7.2 Within a reasonable time after the close of each fiscal year, or of any termination of the duties of the Trustee hereunder, the Trustee shall prepare and deliver to the Retirement Board an account of its acts and transactions as Trustee during such fiscal year or during such period from the close of the last fiscal year to the termination of the Trustee's duties, respectively, including a statement of the then current market value of the Trust Fund. Any such account shall be deemed accepted and approved by the Retirement Board, and the Trustee shall be relieved and discharged, as if such account had been settled and allowed by a judgment or decree of a court of competent jurisdiction, unless protested by written notice to the Trustee within sixty (60) days of receipt thereof by the Retirement Board.

7.3 The Trustee or the Retirement Board shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustee not previously settled as herein provided or for the determination of any question of construction or for instructions. In any such action or proceeding it shall be necessary to join as parties only the Trustee and the Retirement Board (although the Trustee or the Retirement Board may also join such other parties as it may deem appropriate), and any judgment or decree entered therein shall be conclusive.

Article VIII -- Amendment and Termination

8.1. St. Joseph Health Services of Rhode Island has the right to amend, modify or terminate this Trust without the consent of any other persons at any time or from time to time, upon notice thereof in writing delivered to the Trustee; provided however that no alteration or amendment which affects the rights, duties or responsibilities of the Trustee may be made without the Trustee's written consent.

8.2 In the event of the termination of the Trust, the Trustee shall distribute the assets of the Trust in the manner directed by the Retirement Board in writing.

Article IX -- Impossibility of Diversion of Fund

Except as otherwise specifically provided in the Plan, St. Joseph Health Services of Rhode Island shall have no beneficial interest in the Trust or any part thereunder, and notwithstanding anything to the contrary herein contained, it shall be impossible at any time prior to satisfaction of all liabilities with respect to eligible Employees or their beneficiaries, for any part of the Trust to be used for or directed to purposes other than for the exclusive benefit of the eligible Employees under the Plan or their beneficiaries or for the payment of administration expenses or taxes upon the Trust in accordance with Article V -- Expenses and Compensation.

Article X -- Successor Company

Unless this Trust be sooner terminated, a successor to the business of St. Joseph Health Services of Rhode Island, by whatever form or manner resulting, which succeeds said Company under the Plan as therein provided shall, upon notice in writing from the Retirement Board that all action required by the Plan to effect such succession has been taken, also succeed to all the rights, powers and duties of such Company hereunder.

Article XI -- Construction and Payment

11.1 The Trust shall be construed and administered according to the laws of the State of Rhode Island. In any question of interpretation or other matter of doubt, the Trustee may rely upon the opinion of counsel for St. Joseph Health Services of Rhode Island or Retirement Board or any other attorney at law designated by St. Joseph Health Services of Rhode Island with approval of the Trustee.

11.2 No person having any present or future interest in the Trust shall have any right to assign, transfer, encumber, commute or anticipate his payment under this Trust and such payment shall not in any way be subject to any legal process or levy of execution upon, or attachment or garnishment proceeding against, the same for the payment of any claim against St. Joseph Health Services of Rhode Island and any person having an interest hereunder, nor shall such payment be subject to the jurisdiction of any bankruptcy court or insolvency proceedings; provided, however, that the rule just stated shall not apply in the case of a "qualified domestic relations order" as defined in Section 414(p) of the Code.

Article XII -- Miscellaneous

12.1 The titles to the Articles in this Trust Agreement are included for convenience of reference only and are not to be used in interpreting this Trust Agreement

12.2 Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate.

12.3 This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute only one Trust Agreement.

12.4 Communications to the Trustee shall be sent to the Trustee's principal office or to such other address as the Trustee may specify in writing. No communication shall be binding upon the trustee until it is received by the Trustee. Communications to the Retirement Board or St. Joseph Health Services of Rhode Island shall be sent to St. Joseph Health Services of Rhode Island's principal office or to such other address as St. Joseph Health Services of Rhode Island may specify in writing.

IN WITNESS WHEREOF, St. Joseph Health Services of Rhode Island and the Trustee have caused this instrument to be executed this 27th day of September, 1995.

Company:

ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND

By: + Louis E. Galvin
Most Reverend Bishop of the
Diocese of Providence

By: H. John Keimig
H. John Keimig

Trustee:

FLEET NATIONAL BANK

By: Paul P. Drucker
Signature of Officer

PAUL P. DRUCKER
(Type Name of Officer)

**AMENDMENT NUMBER ONE TO ST. JOSEPH HEALTH SERVICES
OF RHODE ISLAND RETIREMENT PLAN**

Pursuant to Section 20.1 of the St. Joseph Health Services of Rhode Island Retirement Plan, as restated effective July 1, 1999, (the "Plan"), the Plan is hereby amended, effective July 1, 2000, as follows:

1. Section 13.3 is amended to read as follows:

No In-Service Distributions. Except as provided in Section 11.5, no benefits shall be payable by this Plan to an Employee while he is employed by an Employer unless:

- (a) he is paid by an Employer for less than 1000 hours in a Plan Year; and
- (b) he has reached his Normal Retirement Date.

If an Employee who is collecting retirement benefits from this Plan (i) is reemployed by an Employer prior to his Normal Retirement Date and (ii) has 1000 or more paid hours in a Plan Year, his retirement benefits shall be suspended until such time as he subsequently retires. The amount of benefit payable upon his subsequent retirement shall be actuarially adjusted to recognize the value of benefits which may have been earned during his period of reemployment.

IN WITNESS WHEREOF, a majority of the members of the Retirement Board have caused this Amendment to be executed this fourth (4th) day of August, 2000.

+ Robert E. Mulvee
Most Reverend Robert E. Mulvee, DD

[Signature]

John W. Flynn

[Signature]

Edward W. Deneff