# MASTER TRUST AGREEMENT

This Master Trust Agreement, made as of the date set forth below by and between the undersigned (the "Provider") and Fiduciary Partners, Inc., a Wisconsin corporation (the "Trustee").

## RECITALS

WHEREAS, the Provider is licensed under the Illinois Funeral or Burial Funds Act;

WHEREAS, the Provider may from time to time enter into Pre-need Contracts with various Purchasers (as defined in the Pre-need Contracts) for the furnishing or performance of funeral services and/or the furnishing or delivery of personal property, merchandise, or services by the Provider upon the death of the Beneficiary (as defined in the Pre-need Contracts);

WHEREAS, pursuant to the Pre-need Contracts, on Purchasers' behalf, the Provider has agreed to deposit the Trust Funds with the Trustee;

WHEREAS, the Trustee is a corporate fiduciary as defined in the Illinois Corporate Fiduciary Act (205 ILCS 620) and willing to act in such capacity;

WHEREAS, the Trustee shall hold and maintain one trust into which the Trust Funds shall be deposited, along with trust funds from other funeral providers who have agreed to participate in the trust;

WHEREAS, the Trustee shall oversee and serve as the primary administrator of the Trust Funds, while delegating certain functions to other experienced entities.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and agreements made herein, and other good and valuable consideration, the parties agree as follows:

## AGREEMENT

### Article 1 Definitions

1.01 "**Act**" means The Illinois Funeral or Burial Funds Act (225 ILCS 45/1, et seq.), as amended, and its rules and regulations, and corresponding provisions of future laws, as from time to time in effect.

1.02 "**Affidavit**" means a signed, sworn statement witnessed by a notary public.

1.03 "**Regulator**" means the appropriate State of Illinois regulator overseeing the trust pursuant to the Act.

1.04 "**Custodian**" means Genworth Financial Trust Company, a trust company licensed and regulated by the Arizona Department of Financial Institutions, or other entity as may be selected from time to time by the Trustee.

1.05 "**Investment Advisor**" means Genworth Financial Wealth Management, Inc., an investment advisor registered with the Securities and Exchange Commission, or other entity as may be selected from time to time by the Trustee.

1.06 "**ITTA**" means the Illinois Trusts and Trustees Act (760 ILCS 5/, et seq.).

1.07 "**Servicing Agent**" means IFDA Services, Inc., an Illinois corporation, or other entity as may be selected from time to time by the Trustee.

1.08 "**Trust Funds**" means those funds transferred from the Provider to the Trustee pursuant to a pre-need funeral contract between the Provider and his or her customer and the earnings, if any, of those funds while held by the Trustee.

## Article 2 Appointment of Trustee

2.01 **Appointment of Trustee**. The Provider hereby appoints the Trustee to serve as trustee of the Trust Funds paid by the Purchaser pursuant to the Pre-need Contract. Trustee hereby accepts the appointment to serve as trustee of the Trust Funds and agrees to administer the Trust Funds pursuant to the terms of this Agreement.

2.02 **Pre-Need Contract**. The Provider and the Purchaser have executed the Pre-need Contract, which provides for the furnishing or performance of funeral goods and/or services.

2.03 **Trust Funds**. The Provider, on the Purchaser's behalf, hereby transfers the funds paid by Purchaser pursuant to the Pre-need Contract to the Trustee, less applicable fees.

2.04 **Title of Trust Funds**. The Trustee hereby takes title to the Trust Funds conveyed to it by the Provider on behalf of the Purchaser for the purpose of investing, protecting, conserving such assets, and collecting income earned from such assets and distributing the Trust Funds pursuant to the terms and conditions of this Agreement and applicable law.

2.05 **Prudent Investor Rule**. The Trustee has a duty to invest and manage the Trust Funds pursuant to the "Prudent Investor Rule" under 760 ILCS Section 5/5(a) of the ITTA. The Trustee, pursuant to 760 ILCS Section 5/5.1 of the ITTA, may delegate this investment function to a qualified investment advisor.

2.06 **Delegation of Investment Functions**. The Provider acknowledges and consents to the delegation to the Investment Advisor of the Trustee's duty to invest and manage the Trust Funds. In delegating the investment functions relating to the Trust Funds, the Trustee shall exercise reasonable care, skill and caution in selecting the Investment Advisor. The Trustee shall conduct an inquiry into the experience, performance history, professional licensing and financial stability of the Investment Advisor. The Trustee shall establish with the Investment Advisor the scope and specific terms of the Investment Advisor's activities. The Trustee shall periodically review the Investment Advisor's actions in order to monitor overall performance and compliance with the scope and specific terms of the delegation. The Trustee shall not be responsible for the investment decisions or actions of the Investment Advisor.

2.07 **Investment Advisor**. In relation to the exercise or nonexercise of the investment functions delegated by the Trustee, the Investment Advisor shall be (i) subject to the jurisdiction to the courts of the State of Illinois, (ii) subject to the same standards that are applicable to the Trustee, and (iii) liable to the Beneficiaries and the Trustee to the same extent as if the Investment Advisor were a trustee.

2.08 **Notice of Intention to Delegate**. The Trustee shall delegate the investment functions relating to the Trust Funds to the Investment Advisor. The Provider waives any right to notice of the delegation of investment functions of the Trust Funds to the initial Investment Advisor. The Trustee shall send written notice of any subsequent change in Investment Advisors to the Provider, Purchaser and Beneficiary (if Purchaser and Beneficiary are not the same). Such notice shall be effective 30 days after the date it was sent. The notice shall thereafter authorize the Trustee to appoint a new Investment Advisor.

2.09 **Servicing Agent**. The Trustee shall contract with the Servicing Agent for the performance of certain administrative functions, including, but not limited to, distribution of documents to the various parties, performing initial processing of pre-need contracts, calculating balances for individual trusts, compiling and distributing annual statements as required by the Act and ITTA, performing various income tax reporting functions and generally communicating with the Provider.

2.10 **Custodian**. The Trustee shall contract with the Custodian to act as custodian for the Trust Funds.

2.11 **Compensation**. Under 760 ILCS Section 5/7 of ITTA, the Trustee is entitled to reasonable compensation and reimbursement for reasonable expenses. The total fees for Trustee, Servicing Agent, Investment Advisor, and Custodian shall be up to 1.43% of the total market value of all assets held in trust by the Trustee.

2.12 **Notice to Regulator**. This Agreement and any amendments thereto shall be filed with the Regulator.

## Article 3 Distribution of Trust Funds

3.01 **Death of the Beneficiary**. If cancellation of the Agreement has not been initiated pursuant to Paragraph 3.03 or Paragraph 3.04 below, then within 30 days of the Trustee's receipt from the Provider of a copy of the Beneficiary's certified death certificate and an Affidavit executed by the Beneficiary's surviving spouse, if any, or otherwise any adult descendant of the Beneficiary, or if none, any adult relative of the Beneficiary, stating that the Provider performed services and delivered merchandise in accordance with the Pre-need Contract and otherwise fulfilled the terms of the Pre-need Contract, the Trustee shall liquidate the Trust Funds and distribute the liquidation proceeds, net of any accrued but unpaid Trustee compensation and expenses and taxes as follows:

(a) **Guaranteed Pre-need Contract**. If the Pre-need Contract is guaranteed, the Trustee shall distribute to the Provider the net liquidation proceeds.

(b) **Non-guaranteed Pre-need Contract**. If the Pre-need Contract is non-guaranteed and the net liquidation proceeds are sufficient to pay for the services performed and merchandise delivered pursuant to the Pre-need Contract, the Trustee shall distribute to the Provider the amount needed to pay for such services and goods, and shall distribute the balance of the net liquidation proceeds, if any, to the Beneficiary's estate. If the Pre-need Contract is non-guaranteed and the net liquidation proceeds are insufficient to pay for the services performed and merchandise delivered pursuant to the Pre-need Contract, the Trustee shall distribute to the Provider the net liquidation proceeds.

3.02 **Cancellation of Pre-need Contract without Cause before the Death of the Beneficiary**. If the Pre-need Contract is revocable and the Beneficiary is living as of the Provider's receipt of written notice of cancellation of the Pre-need Contract from the Purchaser or the Purchaser's representative, and cancellation of the Pre-need Contract for cause has not been initiated pursuant to Paragraph 3.04 below, then within 25 days of the Trustee's receipt from the Provider of such written notice of cancellation and the Provider's Affidavit stating that the Beneficiary was living as of the Provider's receipt of such written notice of cancellation and the value of any merchandise already delivered and services already performed by the provider pursuant to the Pre-need Contract, the Trustee shall liquidate the Trust Funds and distribute the liquidation proceeds, net of any accrued but unpaid Trustee compensation and expenses and taxes, as follows:

(a) **Distributions to the Provider**. The Trustee shall distribute to the Provider an amount equal to the value of any merchandise already delivered and services already performed by the Provider pursuant to the Pre-need Contract, as stated in the Provider's Affidavit, if any.

(b) **Distribution to the Purchaser**. The Trustee shall distribute to the Purchaser or the Purchaser's representative the balance of the net liquidation proceeds, if any.

3.03 **Cancellation of Pre-need Contract without Cause after the Death of the Beneficiary**. If the Pre-need Contract is revocable and the Beneficiary is deceased as of the Provider's receipt of written notice of cancellation of the Pre-need Contract from the Purchaser, the Purchaser's representative, or the Beneficiary's representative, and cancellation of the Pre-need Contract for cause has not been initiated pursuant to Paragraph 3.04 below, then within 25 days of the Trustee's receipt from the Provider of such written notice of cancellation, a copy of the Beneficiary's certified death certificate, and the Provider's Affidavit stating that the Beneficiary was deceased as of the Provider's receipt of such written notice of cancellation and the value of any goods already delivered and services already performed by the Provider pursuant to the Pre-need Contract, the Trustee shall liquidate the Trust Funds and distribute the liquidation proceeds, net of any accrued but unpaid Trustee compensation and expenses and taxes to the legal heirs of the deceased Beneficiary or as determined by probate action, in accordance with the Act. The Provider may keep no more than 10% of the payments made under the Pre-need Contract or $300, whichever sum is less. This sum shall include any regulatory administrative fees contemplated in the Act.

3.04 **Cancellation of Pre-need Contract for Cause**. Within 30 days of the Trustee's receipt from the Purchaser, the Purchaser's heirs, or the Purchaser's representative of an Affidavit stating (i) the existence of the Pre-need Contract and (ii) that the Provider failed to comply with

the terms of the Pre-need Contract within a reasonable time, the Trustee shall file a copy of the Affidavit with the Regulator and the Provider, liquidate the Trust Funds, and distribute the liquidation proceeds, net of any accrued but unpaid Trustee compensation and expenses and taxes, in accordance with the Act.

3.05 **Forms**. The Trustee reserves the right to establish specific forms to be used by the Provider in seeking distributions pursuant to this Article. Such forms, and any changes thereto, shall be communicated to the Provider by the Trustee in writing, and the Provider shall make use of such forms after receipt thereof.

3.06 **Distribution Determination**. In case of doubt as to whether a distribution should be made pursuant to this Article or the property recipient of a distribution pursuant to this Article, the Trustee in its discretion and at the trust's expense may avail itself of the Reliance on Counsel provision in Paragraph 5.06 below, submit the issue to a court for determination, or take any other action to resolve the issue that the Trustee determines is advisable.

## Article 4 Trustee Powers

In administration of the Trust Funds, the Trustee shall have all of the powers authorized by the Act, ITTA and other applicable law, including but not limited to the following:

4.01 **Organizations**. To vote, give proxies to vote and otherwise exercise management rights, enter into or oppose voting, buy-sell and other agreements and to create, acquire, reorganize or continue any organization for business, investment or other purposes under the laws of any jurisdiction, alone or with others, through one or more corporations, limited or general partnerships, limited liability companies, joint ventures, real estate investment trusts, land trusts or other business, investment or property management organizations and, with respect to any such organization, to deal with such organization without individual liability; to retain employees, agents, advisers and independent contractors; and, in general, to operate any such organization with the same powers as an individual owner would have.

4.02 **Compromise**. To contest, pursue, settle or abandon claims or demands.

4.03 **Jurisdiction and Title**. To cause all or any part of the Trust Funds to be retained, maintained or managed in any jurisdiction. To retain and maintain Trust Funds in title-holding trusts, in the name of any person or organization as the Trustee's nominee, the nominee of the Trustee in its individual capacity, or the nominee of any corporation, partnership, or other entity affiliated with the Trustee in its individual capacity (singly, an “Affiliated Entity,” and collectively, the “Affiliated Entities”) or in any other way, and to distinguish between two or more trusts with the same name by any further designation.

4.04 **Engagement of Affiliated Entities**. To engage an Affiliated Entity to render services to the Trustee, including without limitation, to act as a broker or dealer to execute transactions, (including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity) at standard commission rates, markups or concessions and to provide other management or investment services, including the custody of assets, at such Affiliated Entity's standard rates, and to pay for such services from the Trust Funds.

4.05 **Delegation**. To employ agents and counsel (including an Affiliated Entity), including attorneys, investment advisers, appraisers, and accountants, and delegate to them certain powers or duties, consistent with applicable law, even though the delegated function is not ministerial in nature, including the delegation to investment managers of investment review and section, as the Trustee deems appropriate and to pay for such services from the Trust Funds.

4.06 **Fiduciary Accounting**. To decide, despite rules of law, how and in what proportions to credit, charge or apportion any receipts or disbursements between principal and income.

4.07 **Division**. To distribute, divide or allocate Trust Funds in undivided or disproportionate interests, wholly or partly in kind; at its value, without adjustment for disproportionate allocation of unrealized gain for federal income tax purposes.

4.08 **Additions and Segregation**. To receive additional assets from any source and to segregate assets otherwise directed to be added to or consolidated with the Trust Funds of any trust as a separate trust for any tax or other reason.

4.09 **Severance**. To sever or allocate any existing trust on a fractional basis into two or more separate trusts, or by allocation to a separate account or trust a specific amount from a portion of, or specific assets included in, the Trust Funds of any trust to reflect a partial disclaimer or for any tax or other reason.

4.10 **Separate Trust Terms**. To administer any trust or account created by segregation or severance as follows:

(a) Income earned on a segregated amount, portion or specific assets after the segregation is effective shall pass to the recipient of such amount, portion or specific Trust Funds. In administering the Trust Funds of any separate account or trust and in making applicable tax elections, the Trustee shall consider the differences in federal tax attributes and all other factors the Trustee believes pertinent consistent with applicable rules and regulations.

(b) A separate trust or account created by severance or segregation shall be treated as a separate trust for all purposes from and after the date designated by the Trustee as the effective date of the severance or segregation. Such trust shall be held on terms and conditions substantially equivalent to the terms of the trust from which it was severed or segregated, so that the aggregate interests of the Beneficiary in the several trusts are substantially equivalent to the Beneficiary's interests in the trust before severance or segregation. Despite the preceding, if a change to a provision of the trust before severance or segregation would adversely affect qualification of the trust for any federal tax deduction, exclusion, election, exemption or other special federal tax status, that provision shall remain unchanged in each of the separate trusts.

4.11 **Expenses and Compensation**. To pay taxes and reasonable expenses, including compensation to the Trustee and the Trustee's agents and investment and other counsel.

4.12 **Dealing with Fiduciaries**. To deal in any way with the fiduciary of the estate of any Beneficiary, the Purchaser, or the Provider or any trust or estate in which any Beneficiary, the Purchaser, or the Provider has an interest, although the Trustee is such fiduciary.

4.13 **Special Trustee**. To appoint or remove by signed instrument any trust company, authorized by the ITTA or any other applicable law, as special trustee as to part or all of the Trust Funds, including assets as to which the Trustee does not act; and the special trustee, except as specifically limited in this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the Trustee who appointed the special trustee, without liability for any action directed to be taken or omitted under this or the appointing instrument.

4.14 **Contracts**. To execute, acknowledge and deliver contracts and other agreements and instruments in connection with any action that the Trustee is authorized to take under this Agreement, and containing such terms as the Trustee decides are advisable, including granting warranties and indemnifications.

4.15 **General**. To give receipts and discharges; to execute and deliver necessary instruments; and to perform other acts appropriate for proper trust administration.

4.16 **Investment**. Investment of the Trust Funds shall be the duty of the Investment Advisor, once Trustee places the Trust Funds into Investment Advisor's management.

## Article 5 Additional Administrative Provisions

5.01 **Income Accrual**. The Trustee shall add to principal periodically any income not required to be distributed.

5.02 **Protection from Creditors**. In the event of the Provider's bankruptcy, insolvency or assignment for the benefit of creditors, or an adverse judgment, the Trust Funds shall not be available to any creditor as assets of the Provider or to pay any expenses of any bankruptcy or similar proceeding, but shall be distributed to the Purchaser or managed for the Purchaser's benefit by the Trustee holding the funds. Except in an action by the Regulator to revoke the Provider's license issued pursuant to the Act and for creation of a receivership as provided in the ITTA, the Trust Funds shall not be subject to judgment, execution, garnishment, attachment, or other seizure by process in bankruptcy or otherwise, nor to sale, pledge, mortgage, or other alienation, and shall not be assignable except as approved by the Regulator. This paragraph shall not be construed as restricting in any way the Beneficiary's, the Beneficiary's representative's, the Purchaser's, or the Purchaser's representative's voluntary exercise of any power to cancel the Pre-need Contract.

5.03 **Regulator Requests**. At the trust's expense, the Trustee shall give the Regulator access to the trust's records and shall furnish to the Regulator such reports and information as the Regulator requests.

5.04 **Court Supervision; Approval of Accounts**. To the extent such requirements can be waived, the Trustee may, but shall not be required to (a) to file any inventory of Trust Funds or accounts or reports of the administration of the trust, or to register the trust, in any court, (b) to furnish any bond or other security for the proper performance of the Trustee's duties in any jurisdiction, or (c) to obtain authority from a court for the exercise of any power conferred on the Trustee by this agreement. Prior to transferring any or all of the Trust Funds to a successor Trustee or to making complete distribution of the Trust Funds, the Trustee may require approval

of its accounts either by a court of competent jurisdiction or by such of the beneficiaries as it deems appropriate. All of the Trustee's fees and expenses (including reasonable attorneys' fees) attributable to any such accounting and approval shall be paid by the trust.

5.05 **Releases**. Except as otherwise provided, a Trustee may release or waive for any period of time any power or right granted the Trustee under this agreement or by law. Any such release or waiver shall bind any successor trustee unless otherwise specified.

5.06 **Reliance on Counsel**. In case of doubt as to the Trustee's rights, powers, duties and responsibilities under this agreement or the Pre-need Contract, including to whom a distribution should be made; the Trustee may select counsel and pay therefore from the trust and act or refrain from acting on the opinion or advice of such counsel and shall not be liable absent bad faith for any loss resulting from any such action taken or omitted to be taken in accordance with any such opinion or advice.

5.07 **Accountings and Reports**. The Provider waives the accounting requirements contained in the Act, as amended, and corresponding provisions of future laws, as from time to time in effect. At the Trust's expense, the Trustee annually shall furnish to the Provider information sufficient for the Provider to comply with the Provider's annual reporting obligation to the Regulator pursuant to the Act. Within 30 days of the Trustee's receipt of the Provider's written request, the Trustee also shall furnish to the Provider such additional reports or information reasonably necessary for the Provider to comply with the Provider's duties under the Act. The Trustee may, in its sole discretion, charge the Provider for the expenses involved with generating such additional reports. The Trustee annually shall furnish to the Purchaser within 30 days of the end of the calendar year an inventory of Trust Funds.

5.08 **Installment Contracts**. The Trustee shall not monitor the payment status of any Pre-need Contract payable in installments and shall not initiate cancellation of any Pre-need Contract for which one or more installment payments are delinquent. If the Provider desires to cancel a Pre-need Contract for which one or more installment payments are delinquent and the power to cancel is given to the Trustee under the Pre-need Contract, the Provider shall notify the Trustee in writing of the Provider's desire to cancel the Pre-need Contract, and the Trustee shall cancel the Pre-need Contract in accordance with its terms, if consistent with the Act and other applicable law.

5.09 **IRS 685 Election**. The Trustee may elect to treat the trust as a "qualified funeral trust" pursuant to Section 685 of the Internal Revenue Code and file an annual Form 1041-QFT covering all of the Trust Funds.

## Article 6 Resignation; Removal and Appointment

6.01 **Resignation**. The Trustee may resign at any time by signed instrument delivered to the Provider, the Purchaser, and the Regulator. Such resignation shall be effective upon the resigning Trustee's receipt of written notice from the Provider that a successor trustee has been appointed, but in no event less than 30 days of the date of the Trustee's signed resignation. If the Trustee does not receive written notice from the Provider that a successor trustee has been appointed within 60 days of the date of the Trustee's signed resignation, the Trustee shall have

the power to petition the court at trust expense (including reasonable attorneys' fees) to appoint its successor.

6.02 **Removal**. Upon 30 days written notice to the Regulator, the Purchaser, the Provider may remove the Trustee by delivering written notice to the Trustee. Such removal shall be effective 30 days after the date the removed Trustee received written notice from the Provider that a successor trustee has been appointed.

6.03 **Appointment**. With at least 30 days written notice to the Regulator, the Purchaser, and the outgoing Trustee, the Provider may appoint a successor trustee.

6.04 **Transfer of Records and Trust Funds**. Within 90 days of receiving written notice that a successor trustee has been appointed, the outgoing Trustee shall liquidate the Trust Funds and transfer the liquidation proceeds, net of any accrued but unpaid expenses and compensation of the outgoing Trustee, to the successor trustee. When such transfer is completed, the outgoing Trustee shall be released and discharged from all liability relating to further administration, oversight and investment of the Trust Funds.

6.05 **Hold Harmless**. The Trustee shall not have any liability for any act or omission taken in good faith. The Trustee's only responsibility with regard to a distribution of Trust Funds shall be to comply with the requirements of this Agreement. The Trustee may rely conclusively on any written notice, request, Affidavit, or other instrument provided to it pursuant to this Agreement without liability for so doing. The Trustee shall not have any liability for any act or omission of any person or entity, except for acts or omissions of gross negligence and intentional misconduct, occurring before the date the Trustee signs the Trustee Acceptance, and the Trustee is expressly relieved of any duty or responsibility (i) to audit or review the acts or accounts of any person or entity occurring before the date the Trustee signs the Trustee Acceptance and (ii) to pursue any claim against any person or entity for any such act or omission. No successor trustee shall have any liability for any act or omission of a predecessor, including acts or omission of ordinary negligence, and a successor trustee is expressly relieved of any duty or responsibility to audit or review the acts or accounts of a predecessor and to pursue any claim against any predecessor. Trustee shall not have any liability for any act or omission of the Provider, including acts or omissions of ordinary negligence, and the Trustee is expressly relieved of any duty or responsibility to audit or review the acts or accounts of the Provider and to pursue any claim against the Provider. Provider agrees to indemnify and hold harmless the Trustee from any claims from the Purchaser.

6.06 **Conflicts of Interest**. The Trustee may make sales to or purchases from or otherwise have an ownership interest in or deal with (a) the Trustee in its individual capacity, (b) any Affiliated Entity, (c) a corporation, partnership, limited liability company or other legal entity in which anyone or more of the Trustee, the Trustee in its individual capacity, and the Affiliated Entities may be interested or associated as director, stockholder, officer, employee, creditor, partner, member, manager or in any other capacity or (d) a trust or estate of which the Trustee in its individual capacity is a fiduciary. The Trustee is authorized to take any such action without obtaining the approval or confirmation of any court, and the Trustee's actions in good faith in these respects shall be as binding and conclusive as though no such relationship or possible conflict of interest existed. The Trustee shall not be required to account for any direct

or indirect personal benefit the Trustee, the Trustee in its individual capacity, or any Affiliated Entity receives and shall not be liable for any loss that results, in either case absent bad faith.

## Article 7 Miscellaneous

7.01 **Parties' Intent**. The Parties intend for this Agreement to comply with the Act and the ITTA, and the provisions of this Agreement shall be liberally construed to effect that intent. Accordingly, no power or discretion granted any person or entity by the terms of this Agreement or by law shall be exercised or exercisable in such manner as would cause the trust to fail to comply with the Act and ITTA.

7.02 **Binding on Successor Providers**. If pursuant to the Pre-need Contract and applicable law the Provider is changed to another person or entity licensed and bonded as required by the Act, upon such person or entity's execution of an instrument accepting the terms of the Pre-need Contract, such person or entity will be the Provider for all purposes of this Agreement, and this Agreement will be binding upon and inure to the benefit of such person or entity.

7.03 **Governing Law**. Except as otherwise provided, Illinois law governs the interpretation and validity of the provisions of this Agreement and all questions relating to the management, administration, investment, distribution and duration of the Trust Funds under this Agreement.

7.04 **Amendment or Modification of the Agreement**. The Trustee and the Provider may from time to time by signed instrument amend or modify the provisions of this Agreement in any manner consistent with the Act and other applicable law. The Trustee shall file any amendment to this Agreement with the Regulator and shall deliver a copy of such amendment to the Provider.

7.05 **Articles, Paragraphs and Subparagraphs**. This Agreement consists of text divided into articles that are identified by number (for example Article 2), paragraphs that are identified by the article number followed by a period and the paragraph number expressed in two digits (for example 2.01) and subparagraphs that are identified by a letter or number in parentheses (for example (a) or (1)). A reference to a division of this Agreement includes all of its subdivisions (for example a reference to a paragraph includes the paragraph and all of is subparagraphs).

7.06 **Titles**. Articles and paragraphs maybe referred to by their titles, but the titles shall have no other legal effect.

7.07 **Delivery**. Delivery of any written notice, request, Affidavit, or other instrument to any person or entity required or permitted pursuant to this Agreement shall be made to the person's or entity's addressed stated in the Pre-need Contract, if any, unless written notice of a change of address is filed with the Trustee.

7.08 **Counterparts**. This Agreement may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force and effect as the original.

Signature pages may be transmitted by facsimile or electronic means. Upon delivery via facsimile or electronic means, a signature shall be deemed an original.

7.09 **License and Bond**. The Provider is and will remain licensed and bonded for the terms of this Agreement, as required by the Act.

7.10 **Recitals**. The Recitals are part of this Agreement.

7.11 **Cooperation**. The parties agree to cooperate with each other in effecting this Agreement and the transactions contemplated hereunder and further agree to promptly execute all additional documents that may be reasonably necessary for that purpose.

7.12 **Authority**. Each party represents and warrants that he or she has or possesses the full right, power, authority and capacity to execute this Agreement, that this Agreement does not conflict with any material agreements of such party, and that this Agreement is enforceable against such party in accordance with its terms.

7.13 **Interpretation**. This Agreement will be considered to have been prepared jointly by the parties and their respective attorneys and in any dispute will not be construed against any party.

7.13 **Integration**. This Agreement contains the entire understanding among the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings between the parties.

7.14 **Notice**. Notices hereunder shall be sufficient and effective as of the date of post mark if sent by regular mail, postage prepaid, addressed to the addresses set forth on the signature page to this Agreement, or to such other addresses as the parties may designate to each other in writing from time-to-time.

[signature page follows]

Signature Page to Master Trust Agreement

PROVIDER:

Name: _____
*(print name of funeral home)*

Funeral Home Address:

_____

_____

Owner Name: _____
*(print name of owner of funeral home)*

By: _____
*(signature of owner of funeral home)*

Accepted this ___ day of _____, 20___.

TRUSTEE:

Fiduciary Partners, Inc.

Name: _____

Title: _____

By: _____

Trustee Address:
3913 W. Prospect Avenue
Suite 201
Appleton, Wisconsin 54914-8797

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