

MERCHANDISE TRUST AGREEMENT

BE IT KNOWN, that on the dates and places hereinafter provided, before us, the undersigned Notaries Public, duly commissioned, and qualified and sworn in and for State and Parish hereinafter provided, personally came and appeared:

_____,
a Louisiana corporation, domiciled in the Parish of _____, herein represented by its undersigned Officer, duly authorized by a resolution of the Board of Directors, annexed hereto; hereinafter referred to as *SETTLOR*, and

herein represented by _____, its undersigned Officer, hereunto duly authorized; a federally insured financial institution or trust company located in Louisiana and authorized to exercise trust or fiduciary powers under the laws of Louisiana or the United States in accordance with Louisiana Revised Statutes, Title 8, Section 454B, hereinafter referred to as *TRUSTEE*.

Who declared that they do by these presents create the _____ Merchandise Trust Fund for the uses and purposes and on the terms and conditions hereinafter set forth (hereinafter sometimes called the "*TRUST FUND*").

1. PURPOSE OF TRUST

This trust is created pursuant to and for the uses and purposes set forth in Louisiana Revised Statutes, Title 8, and particularly Sections 501 through 511, as they may be hereafter amended.

2. PAYMENTS TO TRUST

2.1 The *SETTLOR* shall deposit into the Trust Fund the amounts required by R.S. 8:502(A) and (B) and the Rules of the Louisiana Cemetery Board.

2.2 The deposit required by Section 2.1 shall be made within the time required by R.S. 8:502(D) and the Rules of the Louisiana Cemetery Board.

2.3 Trustee hereby agrees to accept all amounts so deposited and hold them in trust in accordance with the provisions of this trust agreement, the provisions of Title 8, particularly but without limitation, R.S. 8:501, et seq., and the Rules of the Louisiana Cemetery Board.

2.4 Each deposit into the Trust Fund shall be identified as required by R.S. 8:502(E) and the Rules of the Louisiana Cemetery Board.

2.5 Income shall be allocated and detailed records shall be kept as required by R.S. 8:502(E) and the Rules and the Louisiana Cemetery Board.

2.6 Except as otherwise provided in this agreement, the principal of the trust fund and all income therefrom shall be exempt from seizure, under any writ, mandate, or process whatsoever, by the creditors of the beneficiaries, the trustee, the cemetery authority, or any person or other entity providing cemetery merchandise or services for which the trust fund was created. [R.S. 8:502.3]

3. Withdrawals from Trust

3.1 The funds deposited shall be held in trust both as to principal and income thereon, and shall remain intact, except the cost of operation of the trust may be deducted from the income earned thereon until delivery of the personal property is made or the services are performed by *SETTLOR* or until the death of the person for whose benefit the said contract was made. [R.S. 8:503(A)]

3.2 Withdrawals may be made from the trust only in accordance with R.S. 8:503 (A) – (D) and the Rules of the Louisiana Cemetery Board.

4. Trustee's Duties and Powers

4.1 The Trustee and the Settlor shall file, and deliver all reports, accounts, and forms, and shall provide all information required by Title 8 and the Rules of the Louisiana Cemetery Board. By way of explanation and without limiting the generality of the foregoing the Settlor shall file reports required by

R.S. 8:505.1 and the Rules of the Louisiana Cemetery Board. The Trustee shall file annual and other reports required by R.S. 8:505 and the Rules of the Louisiana Cemetery Board.

4.2 The Trustee shall administer this Merchandise Trust Fund in accordance with Title 8, the terms of this Agreement, applicable law, and the Rules of the Louisiana Cemetery Board.

4.3 The Trustee shall be entitled to reasonable compensation for its services hereunder. Such compensation, and reasonable attorney's fees, court costs, accounting fees, and similar expenses incurred by the Trustee in connection with this Trust shall be paid only out of the income of the Trust, and no part of the income of the Trust shall ever be paid to, for, or on account of the Trustee for any loss, damage, liability, cost, fee, or expense, including attorney's or accountant's fees, incurred or sustained by virtue of the failure of the Trustee to administer the Trust in accordance with applicable law, and particularly, but without limitation, Title 8 and the Rules of the Louisiana Cemetery Board.

4.4 The Trustee shall have all of the powers that may be exercised by a Trustee under Louisiana Law, including, but not limited to, those powers that Trustees are permitted to exercise under the provisions of the Louisiana Trust Code, provided that said powers are not in conflict with the laws relating to cemeteries, Title 8, or the Rules of the Louisiana Cemetery Board. The powers granted by this instrument shall apply to all property originally in the Trust and to any property later acquired by the Trust, regardless of the nature and kind of said property.

5. Successor Trustee

5.1 On not less than thirty (30) days prior written notice from Trustee to *SETTLOR*, the Trustee may resign as Trustee hereunder, and on not less than thirty (30) days prior written notice by *SETTLOR* to Trustee, Trustee may be removed as Trustee hereunder at any time, with or without cause. In case of the resignation or removal of Trustee, a successor Trustee shall be appointed by *SETTLOR* by written instrument appointing and designating such successor Trustee. A copy of any such instrument shall be delivered to the successor and former Trustees. Any successor Trustee appointed hereunder shall execute and deliver to *SETTLOR* an instrument accepting such appointment, and thereupon such successor Trustee shall without further act or deed forthwith become vested with all the estate and title of Trustee in and to all of the trust property and shall thereupon succeed to all the rights, interests, powers, privileges, remedies, immunities, and duties hereby conferred upon Trustee; but the Trustee so resigning or removed shall at the request of *SETTLOR* or of the successor Trustee, and upon payment of the charges and disbursements of the Trustee so resigning or removed then unpaid, execute and deliver to such successor Trustee all such instruments of assignment and transfer and other instruments as may be reasonably required for full vesting in such successor all the Trustee's estate, right, title, and interest in the trust property, and shall pay over and deliver to such successor Trustee all monies, securities, and other property then in its possession hereunder. One such appointment of a successor Trustee shall not exhaust the right to appoint a successor Trustee hereunder but such right may be exercised from time to time.

Any corporation into which the Trustee acting hereunder may at any time be merged, or which may at any time be formed by any consolidation to which Trustee shall be a party, shall succeed to such trusteeship and such duties, powers, authorities and rights hereunder without the execution or filing of any instrument or any further agreement on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

6. Miscellaneous

6.1 _____, as Trustee, joins in the execution of this Trust Agreement and signifies its acceptances of this Trust and receipt of the Trust Fund.

6.2 *SETTLOR* and Trustee reserve the right to amend this Trust Agreement should the same be necessary or desirable under the provisions of Louisiana Revised Statutes, Title 8, or by the Rules of the Louisiana Cemetery Board, as they may be hereafter amended.

6.3 This Trust Agreement shall be governed by and construed in accordance with the Laws of the State of Louisiana.

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND PASSED in multiple originals in my office in the Parish of _____, State of Louisiana, on the _____ day of _____, _____, in the presence of the undersigned competent witnesses who hereunto affix their signatures with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

By: _____
SETTLOR

TITLE, duly authorized

Notary Public

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND PASSED in multiple originals in my office in the Parish of _____, State of Louisiana, on the _____ day of _____, _____, in the presence of the undersigned competent witnesses who hereunto affix their signatures with the said appears and me, Notary, after due reading of the whole.

WITNESSES:

By: _____
TRUSTEE

TITLE, duly authorized

Notary Public

CORPORATE RESOLUTION

A special meeting of the Board of Directors of _____ (the "Corporation") was held at the office of the Corporation of the _____ day of _____, _____, pursuant to notice.

PRESENT: A Full Board

The President advised the Board of the purpose of the meeting, and after full discussion, and on motion duly made, seconded, and unanimously carried, it was

RESOLVED: That this Corporation create the _____ Merchandise Trust Fund.

RESOLVED FURTHER: That _____, the _____ of this Corporation, be and said Officer is hereby authorized and empowered on behalf of the Corporation to execute a Merchandise Trust Agreement with _____, as Trustee, in the form and substance, and on the terms and conditions set forth in the Agreement attached to and made part of these minutes, and the said Officer is further authorized and empowered to execute, sign, and deliver any and all instruments and documents, and to do any and all things necessary, to give full force and effect to these resolutions.

There being no further business to come before the Board, the meeting was adjourned.

Secretary

Attest:

President

CERTIFICATE

I, the undersigned secretary of _____ (the "Corporation"), do hereby certify that the above and foregoing is a true and correct copy of the minutes of a special meeting of the Board of Directors of the Corporation held on the _____ day of _____, _____ at which meeting all members were present and voting throughout, and that the resolutions adopted at said meeting are still in full force and effect and have not been revoked.

This certificate dated this _____ day of _____, _____.

Secretary