

**AMENDED AND RESTATED TRUST AGREEMENT
FOR THE
MONTANA FUNERAL TRUST**

THIS AMENDED AND RESTATED TRUST AGREEMENT, made effective as of the 1st day of October, 2014, by and among those Montana based Participating Mortuaries ("Participating Mortuaries") who are eligible to and who agree to participate in the Montana Funeral Trust (whose licensed and employed Morticians are agents of Participating Mortuaries and are referred hereinafter as a "Funeral Director" and collectively as the "Funeral Directors") and Timothy Copeland of New Paltz, New York; Kenneth Giek of Red Hook, New York; Martin Kasdan of Hackensack, New Jersey; and Delvena Rogers of Clinton, New York, in their capacity as trustees of the Montana Funeral Trust (hereinafter in this Agreement, together with any successor Trustee or Trustees, being collectively referred to as the "Trustees"):

W I T N E S S E T H:

WHEREAS, Montana Funeral Services, Inc. previously established the Montana Funeral Trust ("Trust"), such Trust having been most recently amended and restated effective as of January 1, 2011, to which this Trust Agreement is a complete amendment and restatement of said document; and

WHEREAS, the Montana Funeral Directors Association ("Association") maintains certain interests and obligations assigned to it by the Montana Funeral Services, Inc., as assigned to it under the 1986 Trust Agreement to the Association, which assignment is hereby integrated into and recognized by this Agreement, and the Association oversees the administration of the Trust and has the power to hire and fire the Trustee of the Trust, which it does through its Trust Committee as stated in the Bylaws of the Association; and

WHEREAS, the Association desires to continue to make the Trust available to Montana based Participating Mortuaries who are eligible to participate in the Trust, as determined by the Association, the benefits of participation in a coordinated, professionally managed and administered prepaid funeral services plan such that all Participating Mortuaries may better serve the public in the provision of funeral services and merchandise within the State of Montana; and

WHEREAS, the Trustees are members in good standing of the New York State Funeral Directors Association, Inc., a not-for-profit corporation existing and incorporated under the laws of the State of New York and are duly registered New York State funeral firms or directors; and

WHEREAS, the Trustees have been appointed as Trustees by the New York State Funeral Directors Association, Inc. and assigned by the Association, through its Trust Committee and through confirmation by the Association membership at the Association's 2014

Annual Meeting held on June 24, 2014, all duties and obligations as Trustees of the Montana Funeral Trust; and

WHEREAS, the Trustees have entered into an agreement with the Association to act as Trustees of the Trust and to permit the Trustees to enter into an agreement with Funeral Directors Support Service, Inc., on behalf of the Trust and as approved by the Association, for Funeral Directors Support Service, Inc. to administer the Trust in coordination with the Association, which agreement is attached as Exhibit 1 to this Agreement; and

WHEREAS, the Trustees are willing to act as Trustees, pursuant to the terms and conditions of this Trust Agreement; and

WHEREAS, Section 72-33-401 of the Montana Code Annotated provides that trusts are revocable, unless expressly made irrevocable, and the Montana Funeral Trust has been, is, and will continue to be under this Agreement an irrevocable trust pursuant to Section 72-33-401 of the Montana Code Annotated; and

WHEREAS, this Trust Agreement supersedes and replaces all prior Agreements and Amendments of any prior versions of the Montana Funeral Trust.

NOW, THEREFORE, in reliance upon and in consideration of the premises, above-recited, and the obligations hereinafter contained, the parties agree as follows:

ARTICLE I Definitions

The capitalized terms set forth below shall have the following meanings when used in this Trust Agreement:

- (A) **Administrator:** Funeral Director Support Services, Inc., a wholly owned subsidiary of the New York State Funeral Director Association, Inc.
- (B) **Agreement or Trust Agreement:** This Trust Agreement as adopted by the Trustees and as it may be subsequently amended as provided herein.
- (C) **Applicable Date:** As to each Preneed Account, the date upon which the merchandise for which Preneed Funds have been deposited is delivered or the funeral services for which Preneed Funds have been deposited are rendered, in whole or in part.
- (D) **Authorization:** Written authorization executed by a Purchaser on a form approved by the Administrator and made available by the Administrator requesting the payment to or withdrawal from the Purchaser's Preneed Account. A notarized Authorization executed by a Purchaser is required by the Trustees for all withdrawals or transfers from a Purchaser's Preneed Account. The Authorization may be executed by the Funeral Director after the death of the Beneficiary

provided that appropriate proof of death accompanies the Authorization and the Funeral Director has provided the funeral services and merchandise. In all other cases, the Authorization must be executed by the Purchaser or his duly authorized representative.

- (E) **Beneficiary:** The person upon whose death funeral services and merchandise are to be provided by a Funeral Director pursuant to the Preneed Agreement.
- (F) **Enrollment Agreement:** The Enrollment Agreement shall mean the agreement that each eligible Participating Mortuary will execute in order to participate in the Montana Funeral Trust.
- (G) **Materials:** Forms, manuals and other materials developed for participation in the Montana Funeral Trust and to be delivered to each Funeral Director by the Administrator.
- (H) **Mortuary:** Mortuary shall mean any entity that is licensed as a funeral establishment pursuant to Section 37-19-101 et seq. of the Montana Code Annotated and that executes an Enrollment Agreement with the Montana Funeral Trust.
- (I) **Participating Mortuary:** Mortuaries who are eligible to participate in the Montana Funeral Trust, either because they are firm members of the Association or because they have been otherwise approved, by official action of the Association's Trust Committee, to participate in the Trust.
- (J) **Preneed Agreement:** The separate agreement between the Purchaser and the Funeral Director for the provision of funeral services and merchandise wherein the merchandise is not to be delivered or the services are not to be rendered until the occurrence of the death of a designated Beneficiary.
- (K) **Preneed Account:** A separate account established for a Beneficiary pursuant to instructions from a Purchaser for depositing and investing all Preneed Funds received from a Purchaser for a designated Beneficiary, together with any interest on such funds and less any distributions or deductions made from or allocated to such funds. A separate Preneed Account shall be maintained for each designated Beneficiary. If, for example, a Purchaser has made deposits on behalf of two separate designated Beneficiaries, the Purchaser would have two Preneed Accounts, although not necessarily in equal amounts.
- (L) **Preneed Consumer:** Preneed Consumer shall mean any individual who enters into a Preneed Contract with a Funeral Director.
- (M) **Preneed Contract:** Preneed Contract shall mean any contract between a Funeral Director and a Preneed Consumer which is subject to Section 37-19-328 et seq. of

the Montana Code Annotated and pursuant to which the Funeral Director will deliver funeral goods and or services upon the future death of the Beneficiary of the Preneed Contract.

- (N) **Preneed Funds:** Any and all moneys paid by a Purchaser to a Funeral Director under or in connection with a Preneed Agreement and deposited into a Preneed Account.
- (O) **Purchaser:** The person who has delivered Preneed Funds to a Funeral Director under or in connection with a Preneed Agreement for a Beneficiary. The Purchaser and the Beneficiary may or may not be the same person. There may be more than one Purchaser for a Beneficiary and a Purchaser may establish a Preneed Account for more than one Beneficiary.
- (P) **Trust:** The Montana Funeral Trust.

ARTICLE II Administration of Montana Funeral Trust

Section 2.1 Purpose. The purpose of the Montana Funeral Trust is to provide Participating Mortuaries with the opportunity to invest funds that the Participating Mortuaries, and or their Funeral Director agents, receive from Preneed Contracts in a common Trust account thereby enabling the Preneed Contracts to participate in investments and achieve rates of return that may be unavailable to them in their individual capacity. The Montana Funeral Trust constitutes a Preneed Funeral Trust for Preneed Funeral Contracts within the meanings of Section 37-19-828 of the Montana Code Annotated and Regulations 24.147.1502-1505 of the Montana Board of Funeral Service.

Section 2.2 Declaration of Trust. The Trustees are hereby appointed to hold and agree to hold the Preneed Funds in the Preneed Accounts, in trust, upon the terms and conditions and for the use and benefit of the Purchasers as herein set forth. Each Participating Mortuary who participates in the Montana Funeral Trust hereby authorizes the Trustees to receive and hold Preneed Funds in trust as required by applicable law. The Trustees hereby expressly undertake and assume the Trust hereby created and agree to carry out the provisions of this Agreement. The Montana Funeral Trust shall not engage in any activities other than those required or authorized by the terms of this Agreement or incidental to and necessary to accomplish such activities.

Section 2.3 Operation. A new Trust Account in the Montana Funeral Trust will be created whenever a Participating Mortuary enters into a new Preneed Contract with a Preneed Consumer and the Participating Mortuary deposits the funding from that Preneed Contract into the Montana Funeral Trust. Since a Preneed Contract may be paid for by a Preneed Consumer in installments, it is contemplated that Participating Mortuaries may be making periodic deposits into a Trust Account to

fund a particular Preneed Contract. Under Montana law, a Preneed consumer has the right to revoke a Preneed Contract that is not irrevocable and receive the proceeds of the Trust Account, as further described in this Section. In the case of an irrevocable Preneed Contract, the Preneed Consumer has the right to transfer the funding for that Preneed Contract to another mortuary, whether or not that mortuary is a Participating Mortuary. Additionally, a Participating Mortuary may transfer any or all of its accounts maintained in the Trust to another preneed funeral trust established under Montana law. The revocation of a Preneed Contract and the refunding of the proceeds of that Trust Account to the Preneed Consumer, the transfer of the funding of a Trust Account to another Mortuary, or the transfer of one or more Trust Accounts from the Trust by a Participating Mortuary, or formerly Participating Mortuary, shall not be deemed a termination of this Trust Agreement. In the event that a Participating Mortuary is sold or acquired, upon the written authorization of all parties to the sale or acquisition, the Trustee is authorized (but not required) to distribute or receive Trust Account assets and records to and from the previous or successor trustee of preneed trust accounts owned or acquired by the Participating Mortuary.

Section 2.4 Administration of Montana Funeral Trust. Except as otherwise provided in this Trust Agreement, all operational and administrative actions regarding the Trust shall be performed by the Administrator pursuant to a separate agreement between the Trustees and the Administrator. The Trustees will hold all Preneed Funds transferred and delivered to them under this Agreement in trust, will manage, invest and reinvest the principal of the Trust, will collect and receive the income thereof, and will distribute such income and principal as hereinafter provided:

- (A) **Accumulation of Income:** Except as otherwise provided in this Article II, the Trustees will accumulate any net income in the Trust attributable to each Preneed Account. The accumulated net income will periodically be added to and will be treated as principal, for investment purposes.

(B) Right of Withdrawal by Purchaser:

- (1) If the Purchaser signs a Revocable Customer Agreement, then the Purchaser or his legal representative shall have the absolute right, upon delivery of the Authorization to the Administrator, to make a withdrawal from a Purchaser's Preneed Account at any time prior to the Applicable Date. Any Authorization received by a Funeral Director shall be promptly forwarded to the Administrator. Promptly upon receipt of a properly completed and executed Authorization and all required documentation and information, the Administrator shall withdraw the Preneed Funds from the designated Preneed Account in accordance with the Authorization and transmit such Preneed Funds to the Purchaser pursuant to the Authorization.
- (2) If the Purchaser signs an Irrevocable Customer Agreement, no withdrawal by the Purchaser shall be permitted.

(C) Right of Withdrawal by Participating Mortuary:

- (1) After the occurrence of the Applicable Date, a Participating Mortuary shall have the right to make a withdrawal from any Preneed Account for which the Participating Mortuary has provided funeral services or merchandise pursuant to the Preneed Agreement by notifying the Administrator of the occurrence of the Applicable Date. Such notice shall include (i) the Authorization, and (ii) a certified copy of the death certificate of the Beneficiary or other appropriate proof of death of the Beneficiary. Payment from the Preneed Account will be made to the Participating Mortuary within thirty (30) business days after receipt by the Administrator of such notification.
- (2) If a Revocable Customer Agreement was signed by the Purchaser, and in the event that the value of such Preneed Account exceeds the cost of the services performed and the merchandise provided, the Participating Mortuary shall refund such excess to the Purchaser or, in the event that the Purchaser and the Beneficiary are the same individual, the Participating Mortuary shall cause a proper representative of the Purchaser to execute an appropriate affidavit or other documents, and such excess funds shall be delivered to such representative by the Participating Mortuary. The Trust, the Trustees, the Association and the Administrator shall not be liable to the Participating Mortuary in the event such Preneed Account is insufficient to pay the whole of the amount owing to the Participating Mortuary. The Trust, the Trustees, the

Association and the Administrator shall not be liable to any Purchaser or representative of a Purchaser if a Participating Mortuary does not refund any such excess funds to the proper party.

- (3) If an Irrevocable Customer Agreement was signed by the Purchaser, and in the event the value of such Preneed Account exceeds the cost of the services performed and merchandise provided, any such excess funds shall be paid by the Participating Mortuary to the appropriate person, officer or other recipient pursuant to the laws of the State of Montana. The Trust, the Trustees, the Association and the Administrator shall not be liable to any Purchaser or any other person, officer or agency if a Participating Mortuary does not pay such excess funds to the proper party.

ARTICLE III

Section 3.1 Information Required Upon Contribution or Withdrawal from a Preneed Account. Accompanying any Preneed Funds transmitted by a Participating Mortuary for deposit in a Preneed Account pursuant to this Agreement, or any request for a withdrawal of any Preneed Funds, shall be the following information which shall be contained on forms to be made available by the Administrator:

- (A) The name and address of the Purchaser for which the Preneed Account deposit or withdrawal is being made;
- (B) The name and address of the Participating Mortuary;
- (C) The social security number of the Purchaser;
- (D) The identification number of the Participating Mortuary;
- (E) The dollar amount which is being deposited or withdrawn;
- (F) The name and social security number of the Beneficiary, if any, designated by the Purchaser in the Preneed Agreement if different from the Purchaser;
- (G) Type of Preneed Account (Revocable or Irrevocable);
- (H) If a request for a withdrawal is submitted by a power of attorney for a Purchaser, a certified copy of the Power of Attorney; and
- (I) Such other information as may be required by the Administrator.

Section 3.2 Information required for Transfer of Funds from Irrevocable Accounts.

Accompanying any request for a transfer of funds from an Irrevocable Customer Account shall be the following information:

- (A) The names and addresses of the Purchaser and the Beneficiary for which the Preneed Account has been established;
- (B) The social security numbers of the Purchaser and the Beneficiary;
- (C) The name and address of the originating Participating Mortuary;
- (D) The name and address of the Participating Mortuary or funeral preneed trust to whom the funds are to be transferred;
- (E) A written request of the Purchaser directing the transfer, signed by the Purchaser and notarized;
- (F) If the request for a transfer of funds, or a request to change a revocable account to an irrevocable account, is submitted by a power of attorney for a Purchaser, a certified copy of the Power of Attorney; and
- (G) Such other information as may be required by the Administrator.

ARTICLE IV Deposits to a Preneed Account

Section 4.1 Initial Deposits and Additions to a Preneed Account. An initial deposit shall be made to establish the Preneed Account. Any additional deposits to any account may be in any amount. Any and all additions will be administered as part of the Trust and shall be subject to the terms and conditions of this Agreement. The Trustees will not, at any time, receive and accept any additions to the Trust if such additions do not represent Preneed funds.

ARTICLE V Investment Provisions

Section 5.1 Trustees' Authorities and Powers. The Trustees are granted all of the powers, authorities and discretion to administer each Preneed Account herein created, in addition to any authority granted elsewhere herein, given by applicable law, with respect to any Preneed Funds at any time held under this Agreement. The Trustees will invest and reinvest the principal and income of the Trust only in an Authorized Investment (as hereinafter defined) and keep the same invested without distinction between principal and income; provided, however, that a distinction between principal and income will be made for recordkeeping purposes. The selection and retention or disposition of any investment will be

determined by the Trustees, who will have the exclusive authority to manage and control the assets of the Trust, including the Preneed Funds.

Section 5.2 Additional Powers. The Trustees will have the following additional powers and authority in the administration of the Trust.

- (A) To purchase or subscribe for any Authorized Investment and to retain such Authorized Investment in the Trust.
- (B) To sell for cash, convert, redeem, or exchange for another Authorized Investment, any Authorized Investment at any time held by the Trust.
- (C) To purchase any Authorized Investment at a premium or discount.
- (D) To adjust, compromise or arbitrate claims or demands of, or against, the Trust or any Preneed Account, whether such claims are due or shall become due in the future.
- (E) In any case where the applicable law is unclear or uncertain, to allocate to income or to principal, or to apportion between income and principal, receipts and disbursements in such manner as the Trustees shall deem proper.
- (F) To execute and deliver all documents, contracts and instruments necessary or advisable in connection with the administration of the Trust and any trust created hereunder including, but not limited to, an agreement with the Administrator for the administration and operation of the Trust, subject to the supervision of the Trustees.
- (G) To do all acts which the Trustees may deem necessary or proper and to exercise any and all powers of the Trustees under this Agreement upon such terms and conditions which they may deem are for the best interests of the Trust.
- (H) To commingle any and all Preneed Funds and to invest all such Preneed Funds in lump sums or otherwise without segregation, provided, however, that such Preneed Funds shall not be commingled with other monies of any Participating Mortuary or as prohibited by any law of the State of Montana.

Section 5.3 Authorized Investment. As used in this Article V, Authorized Investment shall mean:

- (A) Interest-bearing deposits in a bank, national bank, federal savings bank, federal savings and loan association, savings bank, savings and loan

association, credit union or federal credit union in a jurisdiction permitted by the then existing laws of the State of Montana, whether such deposits be in regular passbook savings accounts, regular non-passbook savings accounts, interest-bearing checking accounts, certificates of deposit, money market accounts or any other deposit with such banking institution, provided that such deposits shall bear interest at a rate which shall be not less than the prevailing rate of interest earned by other such deposits in such banks, savings banks, savings and loan associations, or credit unions; or

- (B) An investment by a trust company in an investment backed by the United States Government. The Trustees shall not be required to ascertain whether any Purchaser or Beneficiary may maintain investments or deposit accounts at any depository of funds of the Trust which may affect the amount of insurance available to a Preneed Account. All investments made hereunder shall be made in accordance with applicable laws of the State of Montana. Should such statute, or any successor statute, ever be interpreted to include investments other than those herein enumerated, "Authorized Investment" as used in this Article V shall be expanded to include any and all such investments.

Section 5.4 No Implied Duties. The Trustees shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the funds of the Trust, or otherwise to take or refrain from taking any action under or in connection with this Agreement, except as expressly required by the terms of this Agreement and no implied duties or obligations shall be read into this Agreement against the Trustees.

ARTICLE VI Reports of Trustees

Section 6.1 Preneed Account Information. The Trustees shall direct the Administrator to keep or cause to be kept accurate and detailed records of each Preneed Account, including records of principal, accrued interest, receipts and disbursements, and all other transactions required to be done in connection with each Preneed Account.

Section 6.2 Information for Purchaser. The Trustees shall direct the Administrator to deliver or arrange for delivery to each Purchaser the information required by Section 6.1 upon any addition to or withdrawal from such Purchaser's Preneed Account and within thirty (30) days following the end of each calendar year.

Section 6.3 Information for Participating Mortuaries. At least quarterly, the Trustees shall direct the Administrator to deliver or arrange for delivery to each Participating Mortuary reports setting forth the information required by Section 6.1 hereof for each Preneed Account generated by such Participating Mortuary.

Section 6.4 Tax Reports. The Trustees shall direct the Administrator to deliver or arrange for delivery to each Purchaser such tax records and information with respect to his Preneed Account as may be required by law.

Section 6.5 Preparation of Reports. All reports to be provided or kept by the Trustees shall be prepared and delivered by the Administrator on behalf of the Trustees.

ARTICLE VII General Matters Relating to the Trust

Section 7.1 Responsibility of Trustees. The Trustees shall be co-trustees and act with the care, skill, prudence and diligence under the circumstances then prevailing that prudent men 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, provided, however, that the Trustees shall not be liable for any action taken or omitted by them in good faith and believed by them to be authorized herein or within the rights or powers conferred upon them hereunder, or for action taken or omitted by them in good faith and in accordance with advice of legal counsel (which counsel may be of the Trustees' own choosing) and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by willful misconduct or gross negligence. Notwithstanding the foregoing, the Trustees will not be absolved of liability for the fraudulent or willful misuse, misapplication or improper withdrawal by them of any funds from a Preneed Account. The Trustees shall incur no liability to any Participating Mortuary for any action taken pursuant to the direction, request, or approval given by a Participating Mortuary, a Purchaser or the legal representative of the Purchaser. The Trustees shall incur no liability to any Participating Mortuary for any action taken because of (i) a failure of such Participating Mortuary to provide timely notice of any claim, (ii) the untimely transmission of any Preneed Funds to the Trustees by a Participating Mortuary, or (iii) the misuse, misapplication or improper withdrawal by a Participating Mortuary of any Preneed Funds delivered to the Trustees pursuant to this Agreement. The Trust, the Trustees, the Association and the Administrator have no liability whatsoever in connection with any matter, issue or thing relating to a Preneed Agreement, it being understood and agreed that a Preneed Agreement is an agreement between a Participating Mortuary and a Purchaser.

Section 7.2 Employment of Third Parties. In the administration of the Trust and the exercise of powers hereunder, the Trustees shall direct the Administrator, at the expense of the Trust, to employ agents, attorneys, accountants, auditors and other financial and data processing consultants as they shall deem necessary to carry out their obligations under this Agreement and may enter into agreements with any of them. The Trustees, both in their individual capacity and in their capacity as Trustees, shall not be answerable for the default or misconduct of any such agents, attorneys, accountants, auditors and other consultants if such agents,

attorneys, accountants, auditors and consultants shall have been selected with reasonable care.

Section 7.3 Custodian and Investment Advisor. A custodian and an investment advisor may be appointed by the Trustees to hold and invest the assets of the Trust. The custodian and the investment advisor shall serve at the pleasure of the Trustees, who may remove any one or more custodians and investment advisors and add one or more custodians and investment advisors at any time provided that the Administrator shall consent to such removal or addition. The compensation of the custodians and investment advisors shall be determined from time to time by the Trustees, in their sole discretion.

Section 7.4 Reliance on Papers or Documents. The Trustees may conclusively rely, and shall be protected in acting or refraining from acting, on any Authorization, written notice, instrument or signature believed by them to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Trustees shall have no responsibility for the contents of any writing transmitted to them by a Participating Mortuary and may rely without any liability upon any such writing.

Section 7.5 Indemnification. Each Participating Mortuary participating in the Montana Funeral Trust, for itself, its subsidiaries and affiliates, and the successors and assigns of the foregoing, agree to hold harmless and indemnify the Trustees, or any agent engaged by the Trustees to assist in the administration or management of the Trust, from and against any and all claims, losses, damages, judgments, costs, expenses, and liabilities (including attorney's fees and settlement costs) incurred in connection with any litigation or threatened litigation relating to the Trust, to the extent such litigation arises out of events occurring by reason of the Trustees having followed the instructions of such Participating Mortuary a Funeral Director agent of any Participating Mortuary. This section shall survive termination of this Agreement.

ARTICLE VIII Commissions and Fees to be Paid to Third Parties

The Trustees shall be authorized to pay the Administrator and Investment Advisor such fees as are permitted by law and as provided in the agreement with the Administrator. The fees may not in total exceed the applicable amount permitted by statute.

ARTICLE IX Compensation and Expenses of Trustees and Third-Parties

The Trustees shall not receive any compensation for their services under this Agreement; provided however, that the Trustees shall be reimbursed upon submission of proper vouchers to the Administrator for all necessary and proper expenses incurred by them in connection with the administration of the Trust, and said vouchers shall be reimbursed by Administrator, and shall not be paid to or reimbursed to the Administrator or the Trustees by the Trust or the Association.

The Trustees may employ attorneys, auditors, investment advisors or agents to advise and assist the Trustees in the performance of its duties and or the duties of the Administrator, to act without independent investigation upon their recommendations or directions, and instead of acting personally, and may employ one or more agents to perform any act designated to the Trustees or the Administrator by the Association; however, the Administrator shall be solely responsible for compensating such attorneys, auditors, investment advisors or agents through the fee paid to the Administrator for providing administrative services to the Trust.

ARTICLE X Construction of Term "Trustees"

Whenever the word "Trustees" is used in this Agreement, it will be construed to include the Trustees, and their successor or successors in office, and all references to such Trustees will be construed in the singular or plural, and in such gender as the sense and circumstances require.

ARTICLE XI Montana Law

This Agreement and the Trust created hereunder shall be governed by and construed in accordance with the laws of the State of Montana.

ARTICLE XII Amendment and Termination

Section 12.1 Amendment of Trust Agreement. The provisions of this Agreement may be amended at any time and from time to time by a vote of a majority of the Trustees and by the majority vote of the Trust Committee of the Montana Funeral Directors Association. Notwithstanding the foregoing, no Amendment to this Agreement shall operate to deprive a Purchaser of any rights or benefits to which he or she is entitled under the terms of this Agreement prior to such Amendment.

Section 12.2 Termination of this Agreement upon Removal of Trustees. This Agreement may be terminated without cause pursuant to the majority vote of the Trustees or the majority vote of the Trust Committee of the Association, with six (6) months prior written notice by the terminating party to the other party. Any Trustee may resign at any time by providing sixty (60) days written notice to the Association. All Trustees, collectively, may be removed as trustees, without cause, by the Association, through action of the unanimous vote of the Trust Committee of the Association or by majority vote of the Association membership followed by the provision of sixty (60) days written notice to the Trustees of the removal, but neither the Association nor its Trust Committee may remove any single Trustee, unless through agreement of the majority of the remaining Trustees. Notwithstanding the above-stated notice provisions, the resignation or removal of a Trustee, as the case may be, shall immediately take effect at such time as a successor Trustee or Trustees shall have been appointed and accepted such appointment. Upon termination of this Agreement or removal of Trustees, the Montana Funeral Trust shall only be liable to the Trustees for their normal and

customary fees and expenses incurred through the date of transfer of all Trust Funds to the successor Trustee, if such transfer is necessary and proper under the circumstances, and the Trustees shall provide a complete and satisfactory accounting of the status and condition of the Trust Funds as of the date of any transfer of the Trust Funds effectuated under this Article.

- Section 12.3** Termination of Trust. In the event of the termination of this Agreement and the Trust created hereunder, the Trustees will continue to hold the Preneed Funds in trust to be applied and distributed in accordance with the Preneed Agreements.
- Section 12.4** Appointment of Successor under this Article. Upon resignation or removal of all Trustees pursuant to Section 12.2, a successor Trustee shall be appointed by the Association. If no successor Trustee is named by the Association within three (3) months after receipt of an instrument of resignation or an instrument of removal by the Trustees or the Association, as the case may be, the Trustees may apply to a court of competent jurisdiction to name a successor Trustee hereunder. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Association an instrument in writing accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all of the estate, properties, rights, powers and duties of its predecessor in the Montana Funeral Trust with like effect as if originally named as Trustee herein.

ARTICLE XIII Effect of Association Membership and Performance under this Agreement on Eligibility to Participate in Trust

- Section 13.1** Membership in Association. Eligibility for participation in the Trust is automatically afforded to members of the Association in good standing who have paid all fees required to be paid hereunder or to the Association. At the election of the unanimous vote of the Association's Trust Committee, the failure of a Participating Mortuary to maintain his/her or its membership in good standing with the Association may act as a termination of this Agreement, only upon notice to the Participating Mortuary from the Association. The failure of a Participating Mortuary to observe and perform all of the terms and conditions of this Agreement, or any rules or regulations promulgated by the Administrator, shall act as a termination of this Agreement, as to such Participating Mortuary, only, upon notice from the Administrator. Except as otherwise expressly provided herein, upon such termination neither the Participating Mortuary and/or its Funeral Director Agents, nor any of their subsidiaries or affiliates shall have any further rights nor be entitled to any benefits under this Agreement and shall no longer participate in the Preneed program or the Trust, unless otherwise reinstated in writing as a Participating Mortuary by the Association and the Administrator.
- Section 13.2** Non-participation in Trust. In the event a Participating Mortuary ceases to participate in the Preneed program for any reason, no further deposits from

Purchasers into a Preneed account will be accepted from such formerly Participating Mortuary or its Funeral Director agents, provided, however, that the Preneed Accounts of Purchasers who contracted with such Participating Mortuary shall continue to be maintained by the Trustees at an annual fee to be paid by the Participating Mortuary to be determined by the Trustees in their sole and absolute discretion. Such formerly Participating Mortuaries shall be permitted to effectuate withdrawals and payments from Preneed Accounts by properly executed Authorizations pursuant to the provisions of Section 2.3(C) hereof. This Section shall survive the termination of this Agreement.

ARTICLE XIV Reliance Upon Agreement

Any person dealing with the Trustees may rely upon a copy of this Agreement and any amendments thereto, certified to be a true and correct copy by any one Trustee or by the Administrator.

ARTICLE XV Election, Terms, Resignation, Discharge or Removal of Trustees

Section 15.1 Election. Any vacancy in the office of Trustees shall be filled by the election of a new Trustee by the Board of Directors of the New York State Funeral Directors Association, Inc. Any new position of Trustee created after the date of this Trust Agreement shall be filled in the same manner.

Section 15.2 Term of Office. Each Trustee shall be elected for a term of three (3) years. The terms of the current Trustees shall continue as in place. Any Trustee elected by the Board of Directors of the New York State Funeral Directors Association, Inc. to fill a vacancy shall have the term of office then in place for the Trustee whose position is being filled. No Trustee shall serve more than three (3) full terms of three (3) years consecutively.

Section 15.3 Successor Trustees. The person elected to act as a successor trustee by vote of the Board of Directors of the New York State Funeral Directors Association, Inc., if any, will so qualify as a Trustee hereunder by executing and delivering in counterparts to the New York State Funeral Directors Association, Inc., the Administrator and the other Trustees, if any, an instrument in writing, duly acknowledged, accepting such appointment hereunder and expressly agreeing to assume the trust created hereunder and to carry out the provisions hereof. Upon such execution and delivery the successor Trustee shall become vested with all the rights, powers, duties and obligations of his predecessor with like effect as if originally named a Trustee herein and shall be bound by all the terms and conditions of this Agreement.

Section 15.4 Resignation. Any Trustee acting hereunder may resign at any time by a written instrument executed and acknowledged by such Trustee and delivered in

counterparts to the New York State Funeral Directors Association, Inc., the Administrator and the other Trustees, if any.

Section 15.5 Removal. Any Trustee acting hereunder may be removed by a majority vote of the Board of Directors of the New York State Funeral Directors Association, Inc. with or without cause.

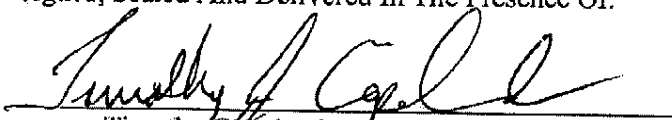
ARTICLE XVI Miscellaneous

Section 16.1 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together will constitute one agreement binding on all parties hereto, notwithstanding that the parties have not signed the same counterpart. Specifically, a Funeral Director or Mortuary may become a party to this Agreement by signing an instrument which indicates he intends to become a party to this Agreement, and the Trust created hereby, which instrument will be annexed hereto and become a part hereof.

Section 16.2 Interpretation of Laws. Should any federal, state or local law, rule or regulation concerning the Preneed program, the Trust or the Trustees be interpreted, enacted or amended to change the duties or obligations of the Trustees, the Funeral Directors, the Mortuary, or the Preneed program as herein stated, the Trustees shall be entitled to make such modifications to this Agreement as may be necessary to conform to or include such interpretation, amendments or changes.

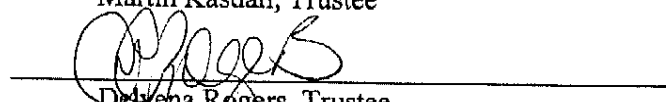
IN WITNESS WHEREOF, the Trustees have executed this Agreement effective as of the day and year first above written.

Signed, Sealed And Delivered In The Presence Of:


Timothy Cappeland, Trustee


Kenneth Giek, Trustee


Martin Kasdan, Trustee


Delvena Rogers, Trustee

**ACCEPTANCE OF
UNDERLYING TRUST FUND AGREEMENT
BY PARTICIPATING MORTUARY**

Complete information below:

Funeral Firm Name: _____

Address: _____

City: _____ State: Montana Zip: _____ Phone #: _____

On October 1, 2014, the Montana Funeral Trust was amended and became effective, as of that date.

The undersigned has received a copy of the Trust Agreement and understands the provisions thereof. The undersigned agrees to become a party to said Trust Agreement as of the date of this Acceptance and understands that by agreeing to become a party to said Trust Agreement, he is bound by all of the provisions therein contained.

Section 16.1 of said Trust Agreement specifically provides that said Trust Agreement may be executed in counterparts which will be binding on all parties thereto. It is the undersigned's express intention that his signature to this Acceptance binds the undersigned to the terms and provisions of said Trust Agreement.

The undersigned further understands and agrees that the Master Preneed Agreement entered into between the undersigned and Funeral Director Support Services, Inc., if any, and the obligations of Funeral Director Support Services, Inc., as stated therein is superseded by the Acceptance of the above referenced Trust and that neither party will have any other or further obligation to the other under the Master Preneed Agreement.

Witness Signature

Signature

Print Witness Name

Print Name/Title

Date

This is an important legal document that requires:

Your signature of Acceptance

And Return of the Acceptance Form (on reverse)

Dear Preened Participant:

Enclosed is the Trust Agreement executed by the Trustees of the Montana Funeral Trust, as amended on, October 1, 2014. This document contains the legal framework through which the Trust operates.

The purpose of the legal structure of the Trust is to enable it to consistently meet the long-term needs of funeral service. As an example, instead of just functioning as a depository service, the Trust is able to pool its assets to enhance earnings, while still maintaining the necessary individual recordkeeping.

In order to ratify your participation in the services of the Trust, it is necessary for your firm to read the enclosed document and then to accept its terms and conditions by signing the Acceptance form on the reverse of this letter. Please retain the Trust Agreement for your records and return the completed Acceptance Form in the envelope provided.

Sincerely,

FOR THE TRUSTEES

Bonnie L. McCullough
President, Funeral Director Support Services, Inc.

4840-2699-6251, v. 3