

**CLEARPOINT CEMETERY MERCHANDISE AND/OR SERVICES  
MASTER TRUST AGREEMENT  
(AS AMENDED AND RESTATED EFFECTIVE May 1, 2017)**

ClearPoint Federal Bank & Trust, a federally chartered savings bank with trust powers regulated by the Office of the Comptroller of the Currency (hereinafter referred to as "Trustee" or "ClearPoint"), in accordance with Article XIII AMENDMENT OR MODIFICATION OF THE TRUST of the Forethought Federal Savings Bank Cemetery Merchandise and/or Services Master Trust Agreement (as previously amended and restated effective November 1, 2005, the "2005 Trust Agreement") and as subsequently amended effective as of December 31, 2013, hereby amends and restates the 2005 Trust Agreement effective as of May 1, 2017 ("Effective Date"). The 2005 Trust Agreement, as amended and restated, is hereby renamed as the "ClearPoint Cemetery Merchandise and/or Services Master Trust Agreement" ("Trust Agreement") and will continue to be binding upon those persons or entities who previously executed a commitment to be bound by the terms and conditions of the 2005 Trust Agreement as "Trustor" (such persons or entities being hereinafter referred to individually as "Trustor" and referred to collectively as "Trustors").

**WITNESSETH:**

WHEREAS, Forethought Federal Savings Bank changed its name to "ClearPoint Federal Bank & Trust" effective as of January 1, 2014; and

WHEREAS, ClearPoint has decided to amend and restate the 2005 Trust Agreement to better reflect the current business relationship between ClearPoint and the Trustors; and

WHEREAS, each Trustor is or was engaged in the business of selling benefits under prepaid cemetery merchandise and/or services contracts (hereinafter referred to as a "Prepaid Contract" or "Prepaid Contracts") subject to the statutes and related rules and regulations of the State in which the Trustor is located (each such state's statutes, rules, and regulations being hereinafter collectively referred to as the "Applicable State Law"); and

WHEREAS, each Trustor desires to deposit in trust at least the minimum amount required by Applicable State Law from the amounts that were paid or are to be paid pursuant to the Prepaid Contract (such amounts being hereinafter referred to as "Accumulated Deposits") by the purchasers of benefits under such Prepaid Contracts (such purchasers being hereinafter referred to as "Prepaid Purchaser" or "Prepaid Purchasers"); and

WHEREAS, each Trustor, in entering into this Trust Agreement, is acting on its own behalf and, to the extent applicable under the provisions of the Applicable State Law, as agent or attorney-in-fact on behalf of Prepaid Purchasers; and

WHEREAS, each Trustor desires to deposit such Accumulated Deposits with Trustee and to appoint Trustee as trustee of such Accumulated Deposits; and

WHEREAS, each Trustor and Trustee desire that this Trust Agreement govern all Accumulated Deposits deposited with Trustee and income and net principal gains on such Accumulated Deposits (such income and net principal gains being referred to hereinafter as “Earnings”).

NOW, THEREFORE, ClearPoint, in accordance with the authority granted to it as described above in its capacity as Trustee, hereby amends and restates the 2005 Trust Agreement and all Accumulated Deposits currently as well as hereafter deposited with Trustee pursuant to this Trust Agreement, and Earnings thereon (such Accumulated Deposits and Earnings being hereinafter referred to collectively as “Prepaid Funds”) shall be administered in accordance with the Applicable State Law and the following terms and conditions:

## **ARTICLE I TRUST PURPOSE**

The purpose of this Trust Agreement and the trust or trusts created pursuant hereto (hereinafter referred to as the “Preneed Trust” or “Preneed Trusts”) is to provide for the administration and investment, pursuant to the Applicable State Law, of all Prepaid Funds on behalf of each Trustor.

It is the further purpose of this Trust Agreement to establish an economical method by which each Trustor may comply with the requirements of the Applicable State Law, to provide a means whereby each Trustor may establish one or more of its own separate and distinct Preneed Trusts, each governed by terms and provisions similar to those that govern similar Preneed Trusts of other Trustors and to provide a means whereby the administration and investment of the Preneed Trusts of all Trustors may be handled by a single trustee. It is the intention of the parties hereto that one or more Preneed Trusts be established for each Trustor, each of which Preneed Trusts is to be held separately by Trustee from similar Preneed Trusts established pursuant to this Trust Agreement; each such separate Preneed Trust shall be governed by this Trust Agreement and shall be handled by Trustee as a separate and distinct trust in like manner, as if each such Preneed Trust were governed by its own separate and distinct trust agreement with terms identical to those contained in this Trust Agreement. Nothing herein shall prevent Trustee from establishing multiple sub-accounts, for accounting or other purposes, within a single trust; in such event, such sub-accounts shall not be considered separate trusts for the purposes of this Trust Agreement.

It is the intent of the parties hereto that additional parties shall be able to join into this Trust Agreement as additional Trustors subsequent to the Effective Date of this Trust Agreement by complying with the terms and conditions of Article II hereof. This Trust Agreement shall be effective as to any particular additional Trustor as of the date of execution by such Trustor of a commitment to be bound by the terms and conditions of said Trust Agreement.

Notwithstanding anything to the contrary set forth herein, to the extent any state law or regulation requires:

- (1) That the Trustor and/or the Prepaid Purchaser also be designated as a trustee or as an escrow agent for the Accumulated Deposits or that ClearPoint serve as a depository for

such Accumulated Deposits, the parties hereto understand, acknowledge and agree that ClearPoint shall still be designated as the Trustee for purposes of this Trust Agreement.

- (2) The Accumulated Deposits to be held in escrow by an escrow agent, all references herein to Trust, Trustee, Trustor, Preneed Trusts, and the like shall be deemed to refer to and describe an escrow arrangement with ClearPoint acting as escrow agent, this Trust Agreement shall be deemed to be an Escrow Agreement between ClearPoint and the particular party or parties that execute this Trust Agreement or other written agreement intending to enter into an escrow arrangement, and all provisions of this Trust Agreement shall be read consistently therewith.

## **ARTICLE II** **ADOPTION BY ADDITIONAL TRUSTORS**

From time to time, entities who have engaged in or are engaged in the business of selling benefits under Prepaid Contracts may adopt, subject to the requirements of this Article, the terms and provisions of this Trust Agreement by executing a written commitment to be bound by the terms and conditions of said Trust Agreement and an appropriate corporate resolution or taking such other legal action as may be acceptable to Trustee. Upon delivery to Trustee hereunder of such written commitment and resolution or evidence of such legal action, written acceptance and approval by Trustee, and delivery of the related Prepaid Funds, the entity so adopting this Trust Agreement shall become a Trustor hereunder. If a Trustor established a prepaid cemetery merchandise trust (“Predecessor Trust”) before the date of such Trustor’s adoption of this Trust Agreement, and such Trustor desires that such Predecessor Trust be governed by the terms and conditions of this Trust Agreement, then the adopting resolution or other legal action of such Trustor shall provide for the appointment of Trustee hereunder as successor trustee of said Predecessor Trust and shall further provide that the Predecessor Trust be governed by the provisions of this Trust Agreement upon delivery of the Prepaid Funds then held in the Predecessor Trust to Trustee. Upon appointment of Trustee as successor trustee of such Predecessor Trust, Trustee shall not be required to examine the accounts, records and/or acts of any previous trustee, nor shall Trustee be responsible for any act or omission on the part of any previous trustee. Each Trustor represents for the benefit of Trustee that the procedures followed to effect the appointment of Trustee as successor trustee under the Predecessor Trust and as Trustee hereunder comply with the requirements of said Predecessor Trust and with the laws, rules and regulations applicable thereto. Each Trustor shall be responsible for filing any notices and/or reports relating to that Trustor’s Preneed Trust that may be required to be filed pursuant to the Applicable State Law regarding the establishment of a prepaid cemetery merchandise trust, this Trust Agreement and the management, investment and disposition of the funds thereunder.

## **ARTICLE III** **PREPAID DEPOSITS**

Each Trustor shall deposit, in accordance with and to the extent required by the Applicable State Law, all monies received which constitute Accumulated Deposits or Prepaid Funds into that Trustor’s Preneed Trust. Trustee shall not be responsible for any Accumulated Deposits or Prepaid

Funds that shall be deposited pursuant to this Trust Agreement until such Accumulated Deposits or Prepaid Funds shall have been actually delivered to Trustee for deposit into a particular Trustor's Preneed Trust. It is further agreed that inasmuch as Trustee shall rely upon the accuracy of the information and documentation furnished by each Trustor, such Trustor agrees to hold Trustee, including its directors, officers, employees and agents, harmless against any and all loss, cost or expenses incurred by Trustee resulting from such reliance, which is not attributable, in whole or in part, to Trustee's gross negligence or willful misconduct. Trustee agrees to accept all Accumulated Deposits or Prepaid Funds deposited on behalf of each Trustor and to maintain such accounts and records as are necessary to carry out its obligations as Trustee.

Trustee shall establish at least one separate and distinct Preneed Trust for each Trustor that has adopted the terms and provisions of this Trust Agreement pursuant to Article II hereof. Trustee may establish more than one Preneed Trust for a single Trustor if so specified by that Trustor or required by the Applicable State Law, provided that the procedures and requirements for establishing a Preneed Trust under this Trust Agreement are complied with separately for each separate Preneed Trust. Each separate Preneed Trust shall be handled by Trustee in like manner as if each such Preneed Trust were governed by its own separate and distinct trust agreement with terms identical to those contained in this Trust Agreement.

Trustee shall have no duty whatever to investigate the activities of any Trustor or to determine or inquire as to any Trustor's operations or the accuracy of information provided by any Trustor.

Trustee shall not be responsible for determining whether any Trustor has complied with requirements under the Applicable State Law concerning the timing or amount of Accumulated Deposits to be deposited with Trustee.

## **ARTICLE IV** **POWERS OF THE TRUSTEE**

Except as may otherwise be provided by this Trust Agreement, Trustee shall have all powers granted to a trustee under the Applicable State Law, specifically including, but not by way of limitation, the power:

- (1) To collect, receive and receipt for any and all items of income and principal that may be derived from the assets placed under the terms hereof, and to allocate the same either to principal or to income, or partly to one and partly to the other, in accordance with the usual and customary accounting practices of Trustee.
- (2) To invest and reinvest the assets of each Preneed Trust, and to commingle the assets of each Preneed Trust for such investment purposes, pursuant to the provisions of this Trust Agreement and the Applicable State Law.
- (3) To treat stock dividends, stock splits and dividends payable in the securities of another company, extraordinary cash or non-cash dividends, liquidating dividends, stock purchase rights, warrants and options of all kinds, and all similar property and

the right to property, as income or as principal, or partly one and partly the other, in accordance with usual and customary accounting practices of Trustee.

- (4) To acquire and hold any stock, securities, real estate or any other property, real or personal, in the name of Trustee without disclosing its capacity, or in the name of any other nominee without disclosing its capacity, and in the case of securities, to attach, if desired, a power of attorney for their transfer, to take and keep the same unregistered and to retain them or any part of them in such manner that they will pass by delivery.
- (5) To vote all shares of stock in any Preneed Trust howsoever the certificates therefor may be issued, on all matters, and to give special or general proxies to any person, or persons, with or without the power of substitution.
- (6) To execute, acknowledge, deliver and accept any and all deeds, deeds of trust, releases, mortgages, certificates, documents, affidavits, declarations and any and all other papers and instruments whatsoever deemed by Trustee necessary or appropriate to carrying out the powers and authority herein granted.
- (7) To exercise any option or privilege to buy, sell, exchange, or convert bonds, notes, stock or real, personal or mixed property, of any kind.
- (8) To pay from Earnings of a Preneed Trust, if permitted by and subject to any applicable limitations under the Applicable State Law, any and all expenses related to the administration of the Preneed Trust, including Trustee's fees as provided for herein.
- (9) To make an election pursuant to Section 685 of the Internal Revenue Code.
- (10) Except as expressly prohibited by Applicable State Law, to allocate, in the discretion of Trustee, earnings of any type to principal or income, or part to one and part to the other, and to adjust between principal and income as Trustee considers necessary to accomplish the goal of the Preneed Trust.
- (11) To take all action reasonably necessary for the performance of its duties as a trustee of the Preneed Trusts to the extent contemplated by the Applicable State Law including, but not limited to, the power to liquidate any investment which the Trustee has determined (in its sole discretion) is inconsistent with Applicable State Law.
- (12) To retain brokers, agents, accountants, appraisers and any others as are deemed advisable that have the skill, prudence and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with such matter would use in the conduct of an enterprise of a like character and with like aims, for the protection and administration of the Preneed Trust and to advise and represent the Trustee.
- (13) To retain attorneys and settle, compromise or submit to arbitration any claims, debts

or damages due to or owing from the Preneed Trust, commence and defend suits or other legal proceedings, and represent the Preneed Trust in all suits and proceedings. In exercising its discretion under this paragraph, Trustee may consider whether any available Prepaid Funds are sufficient to cover the costs of any such litigation, and/or whether Trustor has agreed to reimburse Trustee for the excess cost of same.

## **ARTICLE V** **DUTIES OF THE TRUSTEE**

Trustee hereby accepts its appointment as trustee of the Preneed Trusts established hereunder. Trustee shall take title to any assets conveyed to it by a Trustor to be deposited into such Trustor's Preneed Trust pursuant to the terms of this Trust Agreement for the purpose of investing, protecting and conserving such assets for such Trustor, collecting income earned from such assets and distributing principal and income of such Preneed Trust pursuant to the terms of this Trust Agreement and the Applicable State Law. No liability shall attach to the Trustee for any act by the Trustee, or for any losses which may be sustained or shrinkages in value which may occur in the assets of the Preneed Trusts, unless any such occurrence is directly attributable to Trustee's gross negligence or willful misconduct. Trustee shall have no obligation with respect to the activities of any particular Trustor or any previous trustee, and shall not be required to examine the accounts, records or acts of any Trustor or any previous trustee; nor shall Trustee in any way or manner be responsible for any act or omission on the part of any Trustor or any previous trustee.

## **ARTICLE VI** **INVESTMENT OF TRUST FUNDS**

Trustee shall invest and reinvest the assets of each Preneed Trust as directed by Trustor, but only in such manner and in such investments as are permitted under the Applicable State Law. Subject to the foregoing limitation, Trustee is authorized to invest and reinvest and keep the Prepaid Funds of each Preneed Trust invested in any kind of property; real, personal or mixed; cash and other liquid assets; and any kind of investment, including, but not limited to: savings accounts; certificates of deposit, or common and preferred stocks; any interest in a common trust fund, mutual fund or other such investment with or maintained by Trustee or any affiliate of Trustee; voting trust certificates; bonds; notes; debentures; mortgages; trust deeds; mortgage participations; shares or interests in investment funds; as well as life insurance and annuity contracts insuring the lives of cemetery recipients under Prepaid Contracts.

Authority is hereby reserved in the Trustor to select an advisory or investment committee or an investment advisor to direct the Trustee in the making or retention of any investment and the Trustee shall not be liable, either individually or as a fiduciary, for any loss resulting from the making or retention of any investment made pursuant to such direction or for refusing to act on a direction which the Trustee believes would violate the fiduciary obligations the advisory or investment committee or investment advisor owes to Trustor or would violate Trustee's fiduciary obligations or is not permitted under Applicable State Law. Such advisory or investment committee or investment advisor, in directing Trustee to manage, administer, invest, reinvest and dispose of assets of a Preneed Trust, shall conform with the investment standards required of Trustee by the

Applicable State Law. Trustor shall designate in writing the name of the advisory or investment committee or investment advisor selected and shall submit same to the Trustee. Such notice shall be effective until revoked by Trustor upon at least thirty (30) days prior written notice thereof to the Trustee.

## **ARTICLE VII** **DISTRIBUTION OF TRUST FUNDS/UNCLAIMED PROPERTY**

Except as permitted in the Applicable State Law, this Trust Agreement, or as may be required by Court Order, the Preneed Funds shall be kept unimpaired, after deducting all expenses related to the administration of the Preneed Trust (“Distributable Amount”), until the Prepaid Contract is performed or the Prepaid Contract is otherwise terminated and distribution and disposition of money in the Preneed Trust is made as authorized in accordance with the Applicable State Law and the rights of interested persons.

After Trustee’s receipt from Trustor of:

- A certification by Trustor (in a form acceptable to the Trustee) that a Prepaid Contract has been fully performed; or
- Such other documentation permitted or required by the Applicable State Law evidencing that a Prepaid Contract has been fully performed; or
- If permitted by the Applicable State Law, a written notice of termination of a Prepaid Contract,

Trustee shall pay the Distributable Amount in accordance with the terms of the applicable Prepaid Contract and the Applicable State Law to Trustor within the time framework provided by the Applicable State Law, subject to availability of sufficient Prepaid Funds. In the event the Distributable Amount to be paid to Trustor is not sufficient to meet the cost of performing the duties and responsibilities assumed by Trustor under the Prepaid Contract, neither the Trustee nor the remaining Prepaid Funds shall be chargeable with any deficiency. In the event of termination of a Prepaid Contract, other than by death of the person for whom the trust was established (hereinafter referred to as “Trust Beneficiary”) or payment by Trustee under the Applicable State Law pertaining to the escheatment of funds, the Trustee shall refund the Distributable Amount to the party or parties as specified in the Applicable State Law and the Prepaid Contract. Absent any specific provision in the Applicable State Law or the Prepaid Contract to the contrary, Trustee shall pay the Distributable Amount to Trustor, and Trustor shall have the obligation of refunding to the purchaser of the Prepaid Contract all monies due and payable to said purchaser, less any revocation fee authorized by the Applicable State Law.

If a Prepaid Purchaser is entitled under Applicable State Law to a refund of funds deposited with the Trustee under this Trust Agreement and if the value of the assets held in trust for that Prepaid Purchaser’s Prepaid Contract is less than the amount of the refund to which the Prepaid Purchaser is lawfully entitled, the Trustor shall pay to the Prepaid Purchaser the difference between the refund to which the Prepaid Purchaser is entitled and said value. The Trustor understands,

acknowledges and agrees that the Trustee shall not be liable for any amounts payable under the preceding sentence and agrees to hold harmless, defend and indemnify the Trustee, including its directors, officers, employees and agents, from any claims, damages, losses or expense arising from Trustor's failure to make any such payment.

In the event Trustee learns of the death of the Trust Beneficiary, and that a cemetery (other than Trustor) has provided burial services or cemetery goods and services, the Trustee shall notify Trustor of the death of Trust Beneficiary and provide fifteen (15) days for Trustor to provide notice of claim under the terms of the Prepaid Contract. After the expiration of that period, Trustee shall, at its discretion:

- (1) Pay the Distributable Amount available for distribution in the Preneed Trust to any cemetery provider which provides Trustee reasonably sufficient proof of having provided burial services and/or cemetery goods and services in the amount of the attending retail price for those burial services and cemetery goods and services; or
- (2) Pay the Distributable Amount available for distribution in the Preneed Trust jointly to the cemetery provider and the Trust Beneficiary's personal representative, or at the Trustee's sole discretion, to the Trust Beneficiary's personal representative; or
- (3) Apply to a court of competent jurisdiction, in the county of its principal office or in the county of situs of the Trustor, for an order directing the payment of the Distributable Amount held in Preneed Trust.

If any dispute shall arise as to the persons to whom payment or distribution of any funds or other property shall be made by Trustee, the Trustee shall have the right (in its sole discretion) to withhold such payment or distribution until such dispute is adjudicated by a court of competent jurisdiction or is settled by the parties concerned.

To avoid any uncertainty the Trustor understands, acknowledges and agrees that it is responsible, to the extent permitted under Applicable State Law, for handling all matters relating to abandoned Prepaid Contracts and unclaimed property. Trustor further agrees to hold harmless, defend and indemnify the Trustee, including its directors, officers, employees and agents, from any and all claims, damages, losses or expenses arising from any matters relating to abandoned Prepaid Contracts and unclaimed property which is not attributable, in whole or in part, to Trustee's gross negligence or willful misconduct.

## **ARTICLE VIII TRUST RECORDS**

Trustee shall maintain such records for each Preneed Trust as is necessary to carry out its obligations as Trustee under the Applicable State Law.

## **ARTICLE IX REPORTS**

Trustee shall furnish each Trustor, or its agent, a periodic statement showing the activity of

Trustor's Preneed Trust for the period covered by the statement and providing such additional information as is necessary to fulfill its obligations as Trustee under the Applicable State Law.

Trustee will furnish such additional reports or information related to Trustor's Preneed Trust as may be reasonably requested of Trustee by Trustor consistent with the Applicable State Law.

## **ARTICLE X TRUSTEE'S FEES**

Trustee shall be entitled to reasonable compensation for services rendered by it pursuant to this Trust Agreement in such amounts as are mutually agreed to by and between the parties hereto, or if no such agreement is reached, then in such amounts as shall from time to time be set forth in Trustee's published fee schedule which is in effect at the time related services are rendered. Trustee shall be entitled to pay such compensation from the Earnings of each Preneed Trust to the extent permitted under the Applicable State Law. To the extent that such compensation cannot be fully paid from the Earnings of that Preneed Trust due to limitations imposed under the Applicable State Law, each Trustor shall pay that portion of such compensation which is not paid from such Earnings. The Trustor shall make such payments in full to the Trustee within thirty (30) days after Trustor's receipt of Trustee's written request for same.

## **ARTICLE XI RELIANCE**

Trustee shall incur no liability to any person when acting upon any notice, direction, or request as set forth in an instrument reasonably believed by Trustee to be genuine and reasonably believed by Trustee to have been executed by the persons authorized by Trustor to provide Trustee with such notices, directions and requests.

## **ARTICLE XII RESIGNATION OR REMOVAL OF TRUSTEE**

Trustee shall have the right, upon at least ninety (90) days' prior written notice delivered to each Trustor or its agent, to resign as trustee of Trustor's Preneed Trust. Any Trustor shall have the right, upon at least ninety (90) days' prior written notice to Trustee and upon payment of the accrued and unpaid trustee's fees as provided herein, to remove Trustee as trustee of Trustor's Preneed Trust.

Upon such resignation or removal, Trustor shall appoint a successor trustee, subject to compliance with all related requirements of the Applicable State Law. Should Trustor fail to appoint a successor trustee within ten (10) days prior to the expiration of the ninety (90) day notice period, Trustee may secure the appointment of a successor trustee for Trustor's Preneed Trust in any

manner permitted by law.

Upon the appointment, and timely notification to Trustee, of a successor trustee as provided herein, Trustee shall transfer and convey to the successor trustee all trust assets held by Trustee in Trustor's Preneed Trust; provided, however, that Trustee shall have the right to liquidate any investment which is proprietary and has been designed for the exclusive use of customers of the Trustee. When said transfer and conveyance are completed, Trustee shall be released and discharged from all liability relating to further administration and investment of Trustor's Preneed Trust.

Any resignation or removal that is effected with regard to a particular Preneed Trust hereunder shall only be effective for that particular Preneed Trust and shall not affect any other Preneed Trust governed by the Trust Agreement.

### **ARTICLE XIII AMENDMENT OR MODIFICATION OF THE TRUST**

Trustee may from time to time amend and modify the provisions of this Trust Agreement in any manner consistent with the Applicable State Law, by written instrument, without the consent of any Trustors; provided that, within sixty (60) days after the effective date of such amendment, Trustee shall provide each Trustor an opportunity to review any such amendment either electronically or through some other method(s) established by Trustee in its sole discretion. of such amendment. No such amendment shall change or alter the right of any Trustor to remove Trustee as trustee under this Trust Agreement in accordance with the provisions of Article XII RESIGNATION OR REMOVAL OF TRUSTEE. Any removal that is effected with regard to a particular Preneed Trust shall only be effective for that particular Preneed Trust and shall not affect any other Preneed Trust governed by this Trust Agreement.. Trustee shall amend this Trust Agreement when necessary to conform to any applicable statutes, rules, or regulations.

### **ARTICLE XIV APPLICABLE LAW**

This Trust Agreement and the rights and obligations of the parties hereto shall be governed by and construed with respect to any particular Trustor in accordance with the Applicable State Law, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

### **ARTICLE XV SEVERABILITY**

Should any provision of this Trust Agreement be held to be unlawful, invalid, or

unenforceable for any reason, such provision shall not affect the remaining provisions of this Trust Agreement, but shall be fully severable, and the Trust Agreement shall be construed as if such unlawful, invalid, or unenforceable provision had never been included herein.

## **ARTICLE XVI PARTIES IN INTEREST**

This Trust Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

## **ARTICLE XVII NOTICE TO PARTIES**

All communications provided for hereunder shall be in writing and shall be deemed to be given when delivered in person or deposited in the United States Mail, first class, postage prepaid and properly addressed as follows:

If to Trustor:	To the address specified by the Trustor under the existing Master Trust Agreement or in the written commitment pursuant to which Trustor became a party to this Trust Agreement
If to Trustee:	ClearPoint Federal Bank & Trust One Forethought Center, Suite 201 Batesville, Indiana 47006 Attn: President

## **ARTICLE XVIII COUNTERPARTS**

This Trust Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be an original and all of which when taken together shall constitute one and the same instrument.

## **ARTICLE XIX HEADINGS**

The headings, subheadings, and numbering of the different paragraphs of this Trust Agreement are inserted for convenience of reference only and are not to be taken as part of this Trust Agreement or to control or affect the meaning, construction or effect of the same.

THIS AMENDED AND RESTATED TRUST AGREEMENT IS HEREBY EXECUTED by the Trustee effective as of May 1, 2017. Said Trust Agreement is effective as to any: (i) current Trustor as of May 1, 2017 and (ii) new Trustor as of the date specified in the written commitment pursuant to which such Trustor becomes bound by the terms and conditions of this Trust Agreement.

**“TRUSTEE”**

CLEARPOINT FEDERAL BANK & TRUST

A handwritten signature in blue ink, appearing to read "George E. Junker II".

BY: GEORGE E. JUNKER II

ITS: PRESIDENT

DATE: MAY 1, 2017