requirements of the Contract between Buyer and Seller, and that the TRUSTOR retains sole responsibility for the proper

IN WITNESS WHEREOF, the parties have executed this Trust Agreement the day and year first above written.

their respective heirs, executors, administrators, successors and assigns.

This Agreement shall supersede all previous Trust Agreements, and shall be binding upon the parties hereto and

(9)

from which funds are being withdrawn.

at least ten (10) days prior to the transfer with a copy of said request being given the TRUST ACCOUNT DEPOSITORY

successor or additional TRUST ACCOUNT DEPOSITORY if notice of the transfer is given to the Insurance Commissioner

TRUSTOR may transfer an individual account, or an amount of funds in the case of a commingled fund to a

(8)

6136.18.

disbursement of funds under the requirements set forth in the Oklahoma Statutes, Title 36, Sections 6121 through

responsible in any way for the performance of services, or the furnishing of merchandise by the Seller according to the

It is understood and agreed that the TRUST ACCOUNT DEPOSITORY acts as a repository only, and is not

(7)

and services for the Beneficiary, with a copy made available for the TRUST ACCOUNT DEPOSITORY.

Commissioner, signed and authorized by the Seller and the Authorized Person, who selected the funeral merchandise

following the death of the Beneficiary listed on the original contract by delivering a proper request form to the Insurance

TRUSTOR may withdraw funds and pay said funds to the original Seller, or to another designated person or firm

(6)

Seller, allow interest only to be withdrawn at certain specified times as set forth in the request form.

The TRUST ACCOUNT DEPOSITORY shall, upon delivery of a request form properly signed by the Buyer and

(5)

BANK NAME

trustagr.frm

Rev. 01/2011

ADDRESS

ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCOUNT DEPOSITORY.

FUNERAL HOME NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNING FOR THE TRUST ACCOUNT DEPOSITORY

SIGNING AS TRUSTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

TRUSTOR,

as

to

referred

hereinafter

Oklahoma,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_\_\_\_, by and

**TRUST AGREEMENT**

Print Form

by delivery of a proper request form to the Insurance Commissioner, and with a copy made available for the TRUST

particular Buyer in accordance with the contractual agreements set forth in the Non-specified and Guaranteed contracts

If a contract has not been made irrevocable by the Buyer, then TRUSTOR may withdraw funds from a contract of a

(4)

Guaranteed contracts.

his or her pro-rata share of any interest accruing to the commingled funds as specified under the Non-Specified and

so long as accurate records are kept of the amount deposited by each Buyer, and so long as each Buyer is credited with

The TRUSTOR and the TRUST ACCOUNT DEPOSITORY may commingle the funds belonging to separate Buyers,

(3)

with the terms and provisions hereinafter set forth.

The TRUST ACCOUNT DEPOSITORY hereby agrees to hold and disburse said funds so deposited in accordance

(2)

TRUSTOR collects said funds from a Buyer.

under a contract executed by the Buyer and the Seller. TRUSTOR must deposit funds within ten (10) days after the

under Oklahoma Statutes, Title 36, Sections 6121 through 6136.18, said funds having been received by Seller from Buyer

The money so deposited represents the funds delivered to the Trust Account Depository by the Seller as required

(1)

Statutes, Title 36, Section 6121 through 6136.18 for prepaid funeral merchandise and service benefits.

delivered to the TRUSTOR by buyers of either Non-specified or Guaranteed contracts as allowed under Oklahoma

TRUSTOR agrees to use the TRUST ACCOUNT DEPOSITORY for the purpose of depositing certain funds

WITNESSETH:

to as TRUST ACCOUNT DEPOSITORY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Oklahoma, hereinafter referred