

# TRUST AGREEMENT

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

\_\_\_\_\_, of \_\_\_\_\_ Address  
Oklahoma, hereinafter referred to as TRUSTOR, and \_\_\_\_\_ Address  
\_\_\_\_\_, of \_\_\_\_\_ Oklahoma, hereinafter referred  
to as TRUST ACCOUNT DEPOSITORY:  
WITNESSETH:

TRUSTOR agrees to use the TRUST ACCOUNT DEPOSITORY for the purpose of depositing certain funds delivered to the TRUSTOR by buyers of either Non-specified or Guaranteed contracts as allowed under Oklahoma Statutes, Title 36, Section 6121 through 6136.18 for prepaid funeral merchandise and service benefits.

(1) The money so deposited represents the funds delivered to the Trust Account Depository by the Seller as required under Oklahoma Statutes, Title 36, Sections 6121 through 6136.18, said funds having been received by Seller from Buyer under a contract executed by the Buyer and the Seller. TRUSTOR must deposit funds within ten (10) days after the TRUSTOR collects said funds from a Buyer.

(2) The TRUST ACCOUNT DEPOSITORY hereby agrees to hold and disburse said funds so deposited in accordance with the terms and provisions hereinafter set forth.

(3) The TRUSTOR and the TRUST ACCOUNT DEPOSITORY may commingle the funds belonging to separate Buyers, so long as accurate records are kept of the amount deposited by each Buyer, and so long as each Buyer is credited with his or her pro-rata share of any interest accruing to the commingled funds as specified under the Non-Specified and Guaranteed contracts.

(4) If a contract has not been made irrevocable by the Buyer, then TRUSTOR may withdraw funds from a contract of a particular Buyer in accordance with the contractual agreements set forth in the Non-specified and Guaranteed contracts by delivery of a proper request form to the Insurance Commissioner, and with a copy made available for the TRUST ACCOUNT DEPOSITORY.

(5) The TRUST ACCOUNT DEPOSITORY shall, upon delivery of a request form properly signed by the Buyer and Seller, allow interest only to be withdrawn at certain specified times as set forth in the request form.

(6) TRUSTOR may withdraw funds and pay said funds to the original Seller, or to another designated person or firm following the death of the Beneficiary listed on the original contract by delivering a proper request form to the Insurance Commissioner, signed and authorized by the Seller and the Authorized Person, who selected the funeral merchandise and services for the Beneficiary, with a copy made available for the TRUST ACCOUNT DEPOSITORY.

(7) It is understood and agreed that the TRUST ACCOUNT DEPOSITORY acts as a repository only, and is not responsible in any way for the performance of services, or the furnishing of merchandise by the Seller according to the requirements of the Contract between Buyer and Seller, and that the TRUSTOR retains sole responsibility for the proper disbursement of funds under the requirements set forth in the Oklahoma Statutes, Title 36, Sections 6121 through 6136.18.

(8) TRUSTOR may transfer an individual account, or an amount of funds in the case of a commingled fund to a successor or additional TRUST ACCOUNT DEPOSITORY if notice of the transfer is given to the Insurance Commissioner at least ten (10) days prior to the transfer with a copy of said request being given the TRUST ACCOUNT DEPOSITORY from which funds are being withdrawn.

(9) This Agreement shall supersede all previous Trust Agreements, and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

\_\_\_\_\_  
SIGNING AS TRUSTOR

\_\_\_\_\_  
SIGNING FOR THE TRUST ACCOUNT DEPOSITORY

\_\_\_\_\_  
FUNERAL HOME NAME

\_\_\_\_\_  
BANK NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS