

1.05 “**Investment Advisor**” means Genworth Financial Wealth Management, Inc., an investment advisor registered with the Securities and Exchange Commission, or other entity as may be selected from time to time by the Trustee.

1.06 “**ITTA**” means the Illinois Trusts and Trustees Act (760 ILCS 5/, et seq.).

1.07 “**Servicing Agent**” means IFDA Services, Inc., an Illinois corporation, or other entity as may be selected from time to time by the Trustee.

1.08 “**Trust Funds**” means those funds transferred from the Provider to the Trustee pursuant to a pre-need funeral contract between the Provider and his or her customer and the earnings, if any, of those funds while held by the Trustee.

## Article 2 Appointment of Trustee

2.01 **Appointment of Trustee.** The Provider hereby appoints the Trustee to serve as trustee of the Trust Funds paid by the Purchaser pursuant to the Pre-need Contract. Trustee hereby accepts the appointment to serve as trustee of the Trust Funds and agrees to administer the Trust Funds pursuant to the terms of this Agreement.

2.02 **Pre-Need Contract.** The Provider and the Purchaser have executed the Pre-need Contract, which provides for the furnishing or performance of funeral goods and/or services.

2.03 **Trust Funds.** The Provider, on the Purchaser’s behalf, hereby transfers the funds paid by Purchaser pursuant to the Pre-need Contract to the Trustee, less applicable fees.

2.04 **Title of Trust Funds.** The Trustee hereby takes title to the Trust Funds conveyed to it by the Provider on behalf of the Purchaser for the purpose of investing, protecting, conserving such assets, and collecting income earned from such assets and distributing the Trust Funds pursuant to the terms and conditions of this Agreement and applicable law.

2.05 **Prudent Investor Rule.** The Trustee has a duty to invest and manage the Trust Funds pursuant to the “Prudent Investor Rule” under 760 ILCS Section 5/5(a) of the ITTA. The Trustee, pursuant to 760 ILCS Section 5/5.1 of the ITTA, may delegate this investment function to a qualified investment advisor.

2.06 **Delegation of Investment Functions.** The Provider acknowledges and consents to the delegation to the Investment Advisor of the Trustee’s duty to invest and manage the Trust Funds. In delegating the investment functions relating to the Trust Funds, the Trustee shall exercise reasonable care, skill and caution in selecting the Investment Advisor. The Trustee shall conduct an inquiry into the experience, performance history, professional licensing and financial stability of the Investment Advisor. The Trustee shall establish with the Investment Advisor the scope and specific terms of the Investment Advisor’s activities. The Trustee shall periodically review the Investment Advisor’s actions in order to monitor overall performance and compliance with the scope and specific terms of the delegation. The Trustee shall not be responsible for the investment decisions or actions of the Investment Advisor.

4.13 **Special Trustee.** To appoint or remove by signed instrument any trust company, authorized by the ITTA or any other applicable law, as special trustee as to part or all of the Trust Funds, including assets as to which the Trustee does not act; and the special trustee, except as specifically limited in this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the Trustee who appointed the special trustee, without liability for any action directed to be taken or omitted under this or the appointing instrument.

4.14 **Contracts.** To execute, acknowledge and deliver contracts and other agreements and instruments in connection with any action that the Trustee is authorized to take under this Agreement, and containing such terms as the Trustee decides are advisable, including granting warranties and indemnifications.

4.15 **General.** To give receipts and discharges; to execute and deliver necessary instruments; and to perform other acts appropriate for proper trust administration.

4.16 **Investment.** Investment of the Trust Funds shall be the duty of the Investment Advisor, once Trustee places the Trust Funds into Investment Advisor's management.

## Article 5 Additional Administrative Provisions

5.01 **Income Accrual.** The Trustee shall add to principal periodically any income not required to be distributed.

5.02 **Protection from Creditors.** In the event of the Provider's bankruptcy, insolvency or assignment for the benefit of creditors, or an adverse judgment, the Trust Funds shall not be available to any creditor as assets of the Provider or to pay any expenses of any bankruptcy or similar proceeding, but shall be distributed to the Purchaser or managed for the Purchaser's benefit by the Trustee holding the funds. Except in an action by the Regulator to revoke the Provider's license issued pursuant to the Act and for creation of a receivership as provided in the ITTA, the Trust Funds shall not be subject to judgment, execution, garnishment, attachment, or other seizure by process in bankruptcy or otherwise, nor to sale, pledge, mortgage, or other alienation, and shall not be assignable except as approved by the Regulator. This paragraph shall not be construed as restricting in any way the Beneficiary's, the Beneficiary's representative's, the Purchaser's, or the Purchaser's representative's voluntary exercise of any power to cancel the Pre-need Contract.

5.03 **Regulator Requests.** At the trust's expense, the Trustee shall give the Regulator access to the trust's records and shall furnish to the Regulator such reports and information as the Regulator requests.

5.04 **Court Supervision; Approval of Accounts.** To the extent such requirements can be waived, the Trustee may, but shall not be required to (a) to file any inventory of Trust Funds or accounts or reports of the administration of the trust, or to register the trust, in any court, (b) to furnish any bond or other security for the proper performance of the Trustee's duties in any jurisdiction, or (c) to obtain authority from a court for the exercise of any power conferred on the Trustee by this agreement. Prior to transferring any or all of the Trust Funds to a successor Trustee or to making complete distribution of the Trust Funds, the Trustee may require approval