

BEFORE THE ARKANSAS CEMETERY BOARD

IN THE MATTER OF:

**PINECREST MEMORIAL
PARK; ALEXANDER,
ARKANSAS**

ORDER NO. 5111-09-OR01

ORDER

The Arkansas Cemetery Board (“Board”) held its quarterly meeting on May 6, 2009, pursuant to Ark. Code Ann. § 20-17-1005 and Rule 4 of the Rules of the Arkansas Cemetery Board. Among the matters considered was a request by Forest Hills Cemetery, Inc., d/b/a Pinecrest Memorial Park, (“Pinecrest Memorial”) located in Alexander, Arkansas, to ratify a proposed permanent maintenance trust fund agreement. Upon consideration of the testimony of the witnesses, the exhibits, and all other matters presented, the Board hereby finds and concludes:

FINDINGS OF FACT

1. Pinecrest Memorial is a perpetual care cemetery located in Alexander, Arkansas. Pinecrest Memorial is licensed by the Board as a perpetual care cemetery as defined by the Cemetery Act for Perpetually Maintained Cemeteries, Ark. Code Ann. §§ 20-17-1001 through 20-17-1029 (“Act”).
2. On February 9, 2009, Pinecrest Memorial filed a proposed permanent maintenance trust fund agreement with the Board. This permanent maintenance trust fund agreement would replace Pinecrest Memorial’s current permanent maintenance trust fund agreement and would establish SunTrust Banks, Inc., as trustee. A copy of the proposed permanent maintenance trust fund agreement is attached as “Exhibit A.”

3. The proposed permanent maintenance trust fund agreement meets all statutory requirements as set forth in Ark. Code Ann. § 20-17-1013(d)(1).

CONCLUSIONS OF LAW

4. A new permanent maintenance trust fund agreement shall be executed in writing, and approved by the Board. Ark. Code Ann. § 20-17-1013(d)(1).

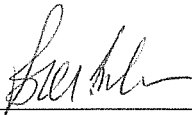
ORDER

IT IS HEREBY ORDERED that the permanent maintenance trust fund agreement proposed by Pinecrest Memorial establishing SunTrust Banks, Inc., as trustee of Pinecrest Memorial's permanent maintenance trust fund is hereby approved.

IT IS SO ORDERED.

Dated this 2nd day of June, 2009.

ARKANSAS CEMETERY BOARD



Bill Booker
Chairperson



A. HEATH ABSHURE
Secretary

**TRUST AGREEMENT RESPECTING
THE PERPETUAL CARE TRUST FUND
OF
PINECREST MEMORIAL PARK**

This Trust Agreement is made and entered into this _____ day of _____, 2009, by and between **FOREST HILLS CEMETERY, INC.**, (hereinafter called the "Cemetery"), an Arkansas corporation duly authorized to conduct the business of a cemetery company under the Arkansas Cemetery Act for Perpetually Maintained Cemeteries (Sections 20-17-1001 thru 20-17-1029), doing business as Pinecrest Memorial Park, having its principal office in Alexander, Arkansas, and **SUNTRUST BANK**, as Trustee (hereinafter called the "Trustee").

RECITALS:

WHEREAS:

A. The Cemetery is a cemetery corporation duly licensed and engaged in the business of owning and operating Pinecrest Memorial Park in Alexander, Arkansas, and sells cemetery lots, crypts, mausoleums and other cemetery space with perpetual care; and

B. The Trustee is qualified and agrees to serve as Trustee hereunder.

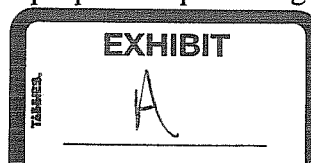
NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE I - NAME OF TRUST

1.1 This Trust Agreement shall be known as "THE PERPETUAL CARE TRUST FUND OF PINECREST MEMORIAL PARK." It shall be sufficient that it be referred to as such in any instrument of transfer, deed or assignment.

ARTICLE II - PURPOSE OF THE TRUST

2.1 This agreement is established for the purpose of transferring the perpetual care trust funds of Pinecrest Memorial Park from Crews & Associates to SunTrust Bank, as Trustee. Furthermore, it is established for the purpose of providing for the care and maintenance of the



property on which Cemetery conducts its business, for reasonable costs of administering the care and maintenance of Pinecrest Memorial Park and for reasonable costs of administering the trust fund. Any conflict between the terms of this Trust Agreement and the Arkansas Cemetery Act for Perpetually Maintained Cemeteries (Arkansas Code 20-17-1001 thru 20-17-1029) or any other applicable Arkansas statutes ("Arkansas Law"), shall be construed in accordance with such statute or statutes.

ARTICLE III - DEFINITIONS

Whenever used in this Agreement, unless the context of any passage requires otherwise:

3.1 "Burial right" shall mean the right to use a Lot, Grave Space, Crypt, or Niche for the interment, entombment, or inurnment of human remains.

3.2 "Cemetery" shall mean Forest Hills Cemetery, Inc., an Arkansas corporation which holds a valid license to operate a cemetery pursuant to the Arkansas Law, and operates a cemetery known as Pinecrest Memorial Park located at 7401 Highway 5 North, Alexander, AR, 72202.

3.3 "Columbarium" shall mean a structure or room or space in a building or structure used, or intended to be used, for the interment of cremated human remains.

3.4 "Crypt" means a chamber of sufficient size to inter the remains of a deceased person.

3.5 "Income" shall mean any return received in money or property derived from the use and investment of principal or corpus of the Trust Estate.

3.6 "Lot" or "Grave Space" shall mean a space of ground in a cemetery which is used or intended to be used for the interment in the ground of human remains.

3.7 "Mausoleum" means a community-type structure or room or space in a building or structure used, or intended to be used, for the interment of human remains in crypts or niches.

3.8 "Niche" shall mean a space in a columbarium which is used, or intended to be used, for the interment of the cremated remains of one (1) or more deceased persons.

3.9 "Trust Estate" shall mean the total assets held in trust under this Trust Agreement.

3.10 "Trustee" shall mean the single, multiple and successor trustees who at any time may be appointed and acting in a fiduciary capacity under the terms of this Trust Agreement.

ARTICLE IV - ADMINISTRATION OF TRUST

4.1 This Trust Agreement shall create a common trust through which the Trustee may commingle funds in furtherance of its duties under this Trust Agreement.

4.2 Subject to the provisions of Paragraph 4.5, the Cemetery shall set aside and deposit into the Trust Estate the assets of the Perpetual Care Trust and the amount of all sums received from sales of burial rights as required by law or such other percentages or amounts as may hereafter be specified by Arkansas Law.

4.3 The Cemetery shall make deposits to the Trust Estate not later than forty five (45) days the final payment has been made, or within such other time limits as may hereafter be specified by law.

4.4 The Cemetery shall have the sole responsibility and obligation to determine the amounts to be deposited into the Trust Estate for the sales of burial rights and the time for such amounts to be deposited in accordance with the Arkansas Law and orders issued by the Arkansas Cemetery Board.

4.5 Notwithstanding the provisions herein for deposit into the Trust Estate, at its option, the Cemetery may, but need not make such deposits from payments received from the sale of any burial Lot, above-ground Crypt, Niche or Burial right which, by repurchase or other act, the Cemetery has reacquired and as to which there previously has been paid into the perpetual care

fund the deposit as hereinafter provided.

ARTICLE V - ACCOUNTING PROCEDURES

5.1 The Trustee shall render to the Cemetery monthly reports of all transactions occurring in the Trust Estate during each month, together with a beginning balance and an ending balance and a schedule of the assets held at cost and at market value. Further, the Trustee shall make and provide to the Cemetery monthly asset valuations, giving values as are customarily given according to the nature of the assets held.

ARTICLE VI - USE OF TRUST INCOME

6.1 Income earned on the Trust Estate shall be collected by the Trustee. Such Income, after payment of compensation of the Trustee and Investment Advisor (as defined in Section 7.2 below) pursuant to Section 9.1 below and any other expenses of the Trust shall be disbursed directly to the Cemetery on a monthly basis, or at such other intervals as may be agreed upon from time to time by the Trustee and the Cemetery.

6.2 The Cemetery shall apply the net income of the Trust Estate solely and exclusively for perpetual care, including the maintenance, administration, supervision, and preservation of the grounds, roads, and paths, and for the repair and renewal of the buildings (including Mausoleums and Columbaria) and property of the public or private burial ground or cemetery. The Cemetery shall have complete authority to determine the proper care and maintenance of the Cemetery and shall have the sole discretion to determine the proper use of the net income of the Trust Estate for such purposes. In the event that any net income is not paid over to the Cemetery in any period, such net income shall not become part of the trust principal, but shall retain its character as income and be available for distribution in subsequent periods. After the Trustee pays over to the Cemetery the net income, the Trustee shall have no further responsibility for the proper

application of such income.

ARTICLE VII - RESERVATIONS BY CEMETERY

7.1 The Trust established by this Agreement is irrevocable. Nevertheless, the Cemetery reserves the right at any time and from time to time by instrument in writing, duly executed and delivered to the Trustee to modify, alter or amend this Trust Agreement in whole or in part in any manner not prohibited by Arkansas Law or other applicable law. No amendment which increases or alters the duties and obligations of the Trustee may be made without the Trustee's written consent.

7.2 The Cemetery may select an investment advisor to monitor the activities of and advise the Trustee in the making or retaining or disposing of investments ("Investment Advisor"). The Investment Advisor, in advising the Trustee in the making or retaining or disposing of investments, shall be governed by the provisions of Article VIII below. In the making or retaining or disposing of investments as so directed, the Trustee shall not be liable, either individually or as a fiduciary, for any loss to the Trust Estate resulting from such direction.

7.3 The Cemetery may, upon thirty (30) days prior written notice, remove the Trustee and appoint a successor trustee upon the same conditions as in Article VIII, Section 8.6, as if the Trustee had resigned.

7.4 If at any future time neither the Cemetery nor any corporation into which the Cemetery may have merged or consolidated shall be in existence, the Trustee shall continue to apply the income from the Trust Estate as provided herein and shall then have the right to employ or engage any person, firm or corporation upon such terms and conditions as may seem to the Trustee best calculated to accomplish the purposes of the Trust and pay the income from the Trust Estate to such entity for such purposes.

7.5 In the event that, for any reason whatsoever, this Trust Agreement or the Trust Estate is ever held invalid or abrogated by the final judgement of any Court of competent jurisdiction, the Trustee shall thereupon pay over to the Trustor, or to any corporation into which the Trustor may have merged or consolidated, the Trust Estate. Upon receipt of said Trust Estate the Trustor shall execute and deliver to the Trustee a full and complete release, acquittance and discharge of its duties and responsibilities as such Trustee; and the Trustor shall thereafter hold said Trust Estate apart from its other assets and shall itself administer the Trust Estate free and clear from this Trust, but in a like manner using only the income for the purposes set forth herein.

ARTICLE VIII - RIGHTS, DUTIES AND POWERS OF TRUSTEE

8.1 The Trustee shall receive, hold, manage, control, invest and reinvest the Trust Estate in such manner as it, in its discretion, shall deem in the best interest of the Cemetery and its purchasers by agreement and most conducive to the preservation of the Trust Estate, subject, however, to the limitations set forth in this Agreement and the Arkansas Law. The Trustee shall, at all times during the term hereof, keep the principal of the Trust Estate invested in income producing assets reasonably expected to appreciate in value.

8.2 The Trustee shall have, except as otherwise restricted by the terms of this Trust Agreement and the provisions of the laws of the State of Arkansas as now in effect and as hereafter amended, full authority, without order of court, and without any duty upon the person dealing with it to see to the application of any money or other property delivered to it, to perform all acts permitted by the laws of the State of Arkansas as now in effect and as hereafter amended including without limitation to receive, hold, manage, control, invest, reinvest, sell (upon contract or otherwise), exchange, grant, convey, assign, transfer, deliver, lease, option, mortgage, pledge, borrow upon the credit of, contract with respect to, or otherwise deal with or dispose of, the

property of the Trust Estate with such skill and care as a man of ordinary prudence, discretion, and intelligence would exercise in the management of his own affairs, not in regard to speculation but in regard to the permanent disposition of his funds, considering the probable income as well as the probable safety of his capital. Within the limitation of the foregoing standard, the Trustee is authorized (any provisions of the Arkansas Constitution to the contrary being waived to the fullest extent permitted) to write (sell) covered call options on common stock held in the trust portfolio, to acquire and retain every kind of investment, specifically including, but not by way of limitation, real property, bonds, debentures and other corporate obligations, savings accounts in insured savings and loan associations, stocks, preferred or common, securities of any open-end or closed-end management-type investment company or investment trust, and participation in common trust funds. To the fullest extent permitted by the laws of the State of Arkansas as now in effect or hereafter amended, the Trustee is authorized to enter into common trusts, collective investment funds and interests of investment companies and trusts. To the fullest extent permitted by the laws of the State of Arkansas as now in effect or hereafter amended, the Trustee is authorized to enter into one or more pooled investment funds or partnerships and to commingle investments of all or part of the Trust Estate in common with trusts executed by the Trustee and Stewart Enterprises, Inc., or any of its subsidiaries or any affiliate of Stewart Enterprises, Inc. or any of its subsidiaries and to administer such pooled investment fund physically undivided until actual division becomes necessary to make distributions.

8.3 Persons or corporations dealing with the Trustee shall accept the certificate of the Trustee that it has authority to enter into the proposed transaction and that none of the conditions or limitations of this Agreement prohibit the Trustee from entering into the proposed transaction.

8.4 In respect to assets constituting the Trust Estate, the Trustee shall have all the

rights, powers and privileges of an owner, subject, however, to any limitations elsewhere provided in this instrument in respect to investments by the Trustee.

8.5 The Trustee acknowledges the responsibility for preparing and timely filing a Form 1041, U.S. Fiduciary Income Tax Return and any required State Fiduciary Income Tax Return, for each taxable year of the Trust Estate using a unique tax identification number for the Trust. Any other tax return for taxes required by any authority, shall be the responsibility of the Trustee. The Trustee shall furnish the Trustor with copies of all such reports and returns as they are filed. The records of the Trustee with respect to the Trust Estate shall be open at all reasonable times to inspection by the Trustor.

8.6 The Trustee may resign at any time by giving thirty (30) days prior written notice to the Cemetery. In the event of such resignation, or for any other reason there is no Trustee of the Trust Estate, the Cemetery shall designate a successor trustee in writing, and upon the acceptance of such Trust by the successor trustee, the Trustee, after receiving payment for its reasonable costs, charges and expenses, shall transfer all property of the Trust Estate to the successor trustee as directed by the Cemetery. In no event shall any Trustee charge or assess a termination fee or other similar fee attributable to the resignation or termination of the Trustee. No successor trustee shall be required to examine the accounts, records, and acts of any previous trustee or trustees, nor shall such successor trustee in any way or manner be responsible for any act or omission to act on the part of any previous trustee or trustees. Any successor trustee appointment shall be in accordance with the provisions of law.

8.7 The Trustee shall have no duty to determine the amount of the funds required to be deposited hereunder, nor any responsibility to see that the funds are deposited with the Trustee. The Trustee's powers, rights, and duties with respect to such funds shall commence at the time

such funds are deposited with the Trustee.

ARTICLE IX - COMPENSATION OF TRUSTEE AND INVESTMENT ADVISOR

9.1 The Trustee and any Investment Advisor shall be entitled to reasonable compensation (including related expenses) for services rendered hereunder as agreed upon from time to time in writing with the Cemetery. Such compensation will be paid by the Trustee from the Income of the Trust Estate as directed by the Cemetery. If the Income is not sufficient to pay such compensation, the Cemetery shall pay such compensation from its own separate funds. In no event may such compensation be paid from the corpus of the Trust Estate.

ARTICLE X - GENERAL

10.1 This Trust Agreement is established and accepted by the Trustee under the laws of the State of Arkansas and all questions concerning its validity, construction and administration shall be determined under the laws of the State of Arkansas.

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

10.3 All notices shall be in writing and shall be sent by certified or registered mail as follows:

To Cemetery: Forest Hills Cemetery, Inc. d/b/a Pinecrest Memorial Park
1333 S. Clearview Parkway
Jefferson, LA 70121
Attn: Lewis J. Derbes, Jr.
FAX: (504) 729-1773

and

with a copy (which shall not constitute notice) to:

Chaffe, McCall, Phillips, Toler & Sarpy L.L.P.
2300 Entergy Centre
1100 Poydras Street
New Orleans, Louisiana 70163-2300
ATTN: Edward N. George
FAX: (504) 544-6105

and

Arkansas Cemetery Board
201 East Markham Street, Suite 300
Little Rock, Arkansas 72201-1692

To Trustee:

SunTrust Bank
200 South Orange Avenue
SOAB - 10th Floor
Mail Code: 2100
Orlando, FL 32801
ATTN: Jim Atwood
FAX: (407) 237-5604

or to such other place as the parties from time to time shall designate in writing.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the day and year first above written.

WITNESSES:

**FOREST HILLS CEMETERY, INC.
D/B/A PINECREST MEMORIAL PARK**

By: _____
Lewis J. Derbes, Jr.
Assistant Secretary / Treasurer

WITNESSES:

SUNTRUST BANK

By: _____
James W. Atwood

STATE OF LOUISIANA)

PARISH OF JEFFERSON)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the Parish and State aforesaid to take acknowledgements, personally appeared Lewis J. Derbes, Jr., Assistant Secretary/Treasurer, Forest Hills Cemetery, Inc., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the Parish and State last aforesaid this ____ day of _____, 2009.

Notary Public, State of Louisiana

My Commission Expires:

STATE OF FLORIDA)

CITY OF ORLANDO)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the City and State aforesaid to take acknowledgements, personally appeared _____ who is a _____ of SunTrust Bank, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the City and State last aforesaid this ____ day of _____, 2009.

Notary Public, State of Florida

My Commission Expires:
