



TRUST ADMINISTRATION AGREEMENT

This Agreement is made and entered into as of January 29, 1993 by and between NEFT Services, Inc. and Cambridge Trust Company.

WHEREAS, NEFT Services, Inc., a wholly owned subsidiary of the Massachusetts Funeral Directors Association ("NEFT Services") and Cambridge Trust Company (the "Bank") have agreed that the Bank will provide certain bank services as trustee and NEFT Services will provide certain administrative services on behalf of the Bank to Funeral Establishments which are members of the Massachusetts Funeral Directors Association ("MFDA") and which have enrolled in the New England Funeral Trust Program ("NEFT") by signing a Master Trust Agreement or an Amended and Restated Master Trust Agreement (each of which shall be referred to herein as a "Master Trust Agreement") with the Bank (the "Enrolled Members");

NOW, THEREFORE, NEFT Services and the Bank mutually agree as follows:

A. BANK SERVICES

Provision of Services. The Bank agrees to provide to Enrolled Members those services described in Schedule A attached hereto and further agrees to provide all services described in and to abide by all terms and conditions of the form of Master Trust Agreement attached hereto as Schedule B. The Bank agrees to cooperate with NEFT Services and to provide to NEFT Services the services described in Schedule C.

The Bank agrees not to offer services as trustee or custodian of pre-need funeral trusts to non-members of MFDA without the prior written approval of NEFT Services.

B. NEFT SERVICES

NEFT Services agrees to provide to the Bank those services described in Schedule D attached hereto and further agrees to provide to the Bank the following additional services:

1. Endorse the Bank as Trustee under the NEFT;
2. Provide to each member of MFDA promotional materials made available to NEFT Services by the Bank;
3. Make referrals to the Bank of those Funeral Establishments wishing to participate in the NEFT;
4. Make investment selections pursuant to Section C below; and
5. Provide materials as necessary to Enrolled Members which are consistent with the Master Trust Agreement.

C. INVESTMENT SELECTIONS

The Bank shall from time to time make recommendations to NEFT Services regarding potential investment vehicles to be offered to Enrolled Members as investment options for funds contained in trust accounts established pursuant to the Master Trust Agreement between the Bank and each Enrolled Member. NEFT Services shall select investment options from among those recommended by the Trustee from time to time to be offered to Enrolled Members (the "Selected Investments"). NEFT Services shall have the right to change the Selected Investments at any time with the prior written consent of the Bank. Initially upon execution of this Agreement, the Selected Investments shall be those investments described on Schedule E attached hereto.

D. COMPENSATION

The parties shall receive as total compensation for their services hereunder the following amounts:

1. Compensation to Bank. The Bank shall, within seven days after the end of each month, deduct from each trust account held by the Bank pursuant to the terms of a Master Trust Agreement entered into between the Bank and an Enrolled Member a monthly fee of 7 1/12 basis points of the market value of each such trust account as determined on the last business day of the month then ended. Except as set forth in Section D.2., the Bank may retain such monthly fee as compensation for services rendered hereunder.
2. Compensation to NEFT Services. The Bank shall, within fourteen days after the end of each month, remit to NEFT Services, out of the monthly fee deducted by the Bank pursuant to Section D.1. above, a monthly fee of 5 basis points of the market value of each trust account held by the Bank as calculated pursuant to Section D.1.

The provisions of Section D hereof shall survive the termination of this Agreement for so long as the Bank serves as Trustee of any such trust account.

E. TERM AND TERMINATION

1. Term. This Agreement shall continue in effect until terminated in accordance with the terms and conditions of Section E.2 of this Agreement.
2. Termination. This Agreement may be terminated at any time by any party upon sixty days' written notice to the other party. Termination of this Agreement by NEFT Services shall constitute the removal of the Bank as Trustee for all trust accounts established pursuant to all Master Trust Agreements entered into by the Bank and Enrolled Members. Notwithstanding the foregoing, no termination by NEFT Services shall be effective or shall relieve the Bank of its obligations as Trustee of any trust account until a successor trustee for such trust account has been chosen and has qualified in accordance with the terms and conditions of the Master Trust Agreement pursuant to which the trust account was established.

F. OWNERSHIP OF NEFT MATERIALS.

The Bank acknowledges that all materials relating to NEFT, including but not limited to NEFT trademarks, trade names, documents, forms and other written materials (the "Materials") are the proprietary information of NEFT Services and/or MFDA. NEFT Services and MFDA grant to the Bank the authority to use the Materials in the performance of its duties and obligations under this Agreement during the term hereof. Upon termination of this Agreement for any reason, the Bank agrees to cease all use of the Materials and to immediately return the originals and all copies of the Materials to NEFT Services and/or MFDA. The Bank further acknowledges and agrees that during the term of this Agreement it shall have no right to use the Materials except in the performance of its duties and obligations under this Agreement.

G. GENERAL.

1. Assignment. This Agreement may not be assigned except with the written consent of the non-assigning party and any attempted assignment in the absence of such written consent shall be void and of no force or effect. Notwithstanding the foregoing, NEFT Services may assign its rights and obligations to MFDA or to an affiliate of MFDA.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.
3. Exclusivity. During the term of this Agreement, the Bank shall not without the prior written consent of NEFT Services enter into agreements to serve as trustee or custodian of pre-need funeral trusts with any other person or entity.
4. Amendment. This Agreement may be amended only upon the written consent of the parties hereto.
5. Severability. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.
6. Waiver. The failure by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later time.
7. Notices. Any notice, approval or consent required or permitted under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid or hand delivered, addressed to each party as follows:

To the Bank: Cambridge Trust Company
 1336 Massachusetts Avenue
 Cambridge, Massachusetts 02138

To NEFT Services: NEFT Services, Inc.
 536 Broad Street #4
 Weymouth, Massachusetts 02189

Any party, by notice to the other, may at any time and from time to time designate such other address or addressee to which notice must be sent.

8. Independent Contractor. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall any party be liable for the debts or obligations of any other except as otherwise specifically provided in this Agreement.
9. Bonding of Employees of NEFT Services. At all times while this Agreement is in effect, NEFT Services shall use its best efforts to obtain and maintain in force one or more fidelity bonds providing minimum coverage of \$2,000,000 to furnish protection to the Bank against fraud or dishonesty on the part of any employee of NEFT Services, directly or through connivance with others, in connection with the provision of services to the Bank under this Agreement. The bonds shall be written by an insurance company rated A+ by A.M. Best's, which company shall have agreed in writing to provide written notice to the Bank not fewer than ten business days before the effective date of any proposed cancellation, termination, or material amendment of any such bonds, or of the coverage of the actions of any person thereunder. NEFT Services will not permit any person not included within the coverage of such bonds to have any involvement in providing the services to be provided to the Bank by NEFT Services hereunder or to have access to or control over reports prepared on behalf of the Bank or over the receipt or disposition of funds without the prior written consent of the Bank; provided, however, that NEFT Services may allow Penndata, Inc. to have such involvement, access and/or control without obtaining such consent. NEFT Services will use its best efforts to protect its systems against unauthorized access and/or use by any such person. NEFT Services will immediately provide notice to the bank of any cancellation or termination of any such bond, or prospective notice thereof, or of any change or proposed change that would reduce the amount or scope of coverage available under any such bond with respect to any person or that would adversely alter the terms under which any such bond will be paid. NEFT Services will provide or will cause its agents to provide any information reasonably requested by the Bank to verify any aspect of NEFT Services' compliance with this Section G.9 within such time as the Bank may reasonably require.
10. Indemnification. The Bank hereby agrees to indemnify and hold harmless NEFT Services and its employees and agents for any liability resulting from the acts or omissions of the Bank or its employees and agents or from any breach or default by the Bank obligations under this Agreement. NEFT Services hereby agrees to indemnify and hold harmless the Bank and its employees and agents for any liability resulting from the acts or omissions of NEFT Services or its employees and agents or any breach or default by NEFT Services or its employees and agents in its performance of its duties and obligations under this Agreement. MFDA hereby agrees to guarantee the indemnification obligations of NEFT Services pursuant to this Section G.10.
11. Amendments to Master Trust Agreement. The Bank and NEFT Services may amend the Master Trust Agreement by mutual agreement; provided, however, that any such amendment is not then inconsistent with the requirements of 239 CMR 4.00 et seq. or any successor regulation thereto and does not adversely affect the interests of the Beneficiaries (or of the Purchasers if no Beneficiaries are designated) of Trust Accounts established pursuant to the Master Trust Agreement. Any such amendment shall be by an instrument in writing signed by the Bank and NEFT Services.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

CAMBRIDGE TRUST COMPANY

By: /s/Cambridge Trust Company

NEFT SERVICES, INC.

By: /s/NEFT Services, Inc.

With respect to Sections F, G.9 and G.10 only:

MASSACHUSETTS FUNERAL DIRECTORS ASSOCIATION

By: James A. Ferris, President

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