

72-MONTH PERIOD. IT SHALL BE OBLIGATORY UPON THE CEMETARY TO COMPLETE IT AT THIS DATE.

[(E)] WHENEVER ANY PERSON HAS DEPOSITED IN THE PERPETUAL CARE TRUST FUND AN ADDITIONAL SUM EQUAL TO THE MINIMUM DEPOSIT REQUIRED TO BE MADE UNDER SUBSECTION (B) HEREOF, SUCH PERSON SHALL BE PERMITTED, BUT SHALL NOT BE REQUIRED, TO WITHDRAW A SUM EQUAL TO THE AMOUNT OF THE REQUIRED DEPOSIT FROM THE PERPETUAL CARE TRUST FUND, BUT IN NO EVENT SHALL ANY ADDITIONAL WITHDRAWAL OF PRINCIPAL BE PERMITTED.]]

[(F)] [(E)] THE TERMS OF THE TRUST TO BE ESTABLISHED IN CONNECTION WITH THE ADMINISTRATION OF THE PERPETUAL CARE FUND SHALL BE DESIGNATED BY APPROPRIATE WRITTEN AGREEMENT BETWEEN THE PERSON OWNING, OPERATING, AND DEVELOPING THE CEMETERY AND THE TRUSTEE, AND THE TERMS OF THE TRUST INSTRUMENT, INCLUDING THE PROVISIONS WITH RESPECT TO PAYMENT OVER OF INCOME AND/OR ACCUMULATION THEREOF ANY OTHER MATTERS AFFECTING INCOME, INCLUDING ITS REINVESTMENT IF DESIRED, AND ANY OTHER TERMS RELATING TO THE ADMINISTRATION OF THE TRUST, THE POWERS OF THE TRUSTEE WITH RESPECT TO INVESTMENTS AND SIMILAR MATTERS SHALL BE SUCH AS ARE SATISFACTORY TO THE TRUSTEE AND TO SAID PERSON SO LONG AS THEY CONFORM WITH THE PROVISIONS OF THIS SECTION. THE TRUST AGREEMENT SHALL BE IRREVOCABLE. EXCEPT THAT THE PERSON ENTERING INTO IT SHALL BE PERMITTED, IF HE SO DESIRES, TO RETAIN THE RIGHT TO REMOVE THE TRUSTEE AND APPOINT ANOTHER TRUSTEE QUALIFIED UNDER THE PROVISIONS HEREOF SO TO SERVE; AND THE AGREEMENT MAY PROVIDE FOR THE APPOINTMENT OF INDIVIDUALS AND SUCCESSOR INDIVIDUALS TO SERVE AS CO-TRUSTEES WITH A CORPORATE TRUSTEE.

[(G)] [(F)] ANY INCOME PAID PURSUANT TO THE PROVISIONS OF THIS SECTION FROM A PERPETUAL CARE TRUST FUND SHALL BE USED 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.

[(H)] [(G)] NO PROVISION HEREOF SHALL BE DEEMED TO AMEND THE PROVISIONS OF ANY EXISTING TRUST AGREEMENT COVERING PERPETUAL CARE FUNDS, EXCEPT WITH RESPECT TO APPOINTMENT OF SUCCESSOR TRUSTEES AND/OR CO-TRUSTEES TO DEPOSIT THEREIN, AND WITHDRAWALS OF INCOME ON SUCH DEPOSITS MADE THEREIN, PURSUANT TO THE PROVISIONS OF THIS SECTION AFTER ITS EFFECTIVE DATE.

[(I)] [(H)] NO PROVISION OF THIS SUBTITLE SHALL BE DEEMED TO REQUIRE A DEPOSIT TO THE TRUST FUND FROM THAT PORTION OF ANY TRANSACTION THAT APPLIES TO THE SALE OF BELOW-GROUND EARTH-COVERED CHAMBERS.