

LORETTO MOTHERHOUSE NATURE PRESERVE CEMETERY

RULES AND REGULATIONS

PREAMBLE: The Loretto Motherhouse Nature Preserve Cemetery is dedicated, used and intended to be used for the final disposition of human remains. It offers natural, or “green,” burial services as defined herein, and it is managed as a nature preserve, dominated by natural processes and native species. The Loretto Motherhouse Nature Preserve Cemetery is open to burials of Loretto Community Members. In the sole discretion of the Loretto Literary and Benevolent Institution, Inc., or its designees, the Cemetery may be made open to other persons who have a direct relationship with the Loretto Community or the Loretto Motherhouse land. The Loretto Motherhouse Nature Preserve Cemetery **IS NOT** open to the public.

The Loretto Motherhouse Nature Preserve Cemetery Rules and Regulations are the responsibility of the Loretto Motherhouse Coordinating Board(MHCB). The Service Coordinator, who is responsible to the MHCB, in cooperation with the Community Life Coordinator, will arrange and conduct burials, ensure that natural burial practices are respected, oversee general Cemetery upkeep, location and allocation of sites, digging of graves, receiving and processing request for burials and markers, keeping records of requests and burials. Record keeping of all burials (placement, date) is the responsibility of the archives.

DEFINITIONS: As used herein, the following terms shall have the following meanings:

1. Arrangement Conference: The term “arrangement conference” means a meeting, either at-need or pre-need, between the Cemetery and an individual or family during which funeral and Cemetery merchandise and services are discussed and the Cemetery records information regarding that person or family.

2. At-need: The term “at-need” means at the time of, or immediately following, death.

3. Beneficiary: The term “beneficiary” means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy.

4. Cemetery: The term “Cemetery” means Loretto Motherhouse Nature Preserve Cemetery, located at 515 Nerinx Road, Nerinx, Kentucky, 40049.

5. Certificate of Interment Rights: The term “certificate of interment rights” means the document issued by the Cemetery to convey an interment right in a particular interment space, which has legally been known as a right of sepulture.

6. Commingling: The term “commingling” means the mixing of cremated remains of more than one person.

7. Contractor: The term “contractor” means any person or business hired by someone other than the Cemetery to work on the Cemetery grounds.

8. Cremated Remains: The term “cremated remains” means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created with the human remains.

9. Cremation: The term “cremation” means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity.

10. Disinterment: The term “disinterment” means the act of removing human remains from an interment space for the purpose of relocating the remains to another interment space in the Cemetery or elsewhere.

11. Encased or Encasement: The term “encased” or “encasement” means the placement of human remains in a container, including but not limited to a casket, shroud or urn.

12. Final Disposition: The term “final disposition” means the lawful disposal of human remains.

13. Grave: The term “grave” means an area of ground in the Cemetery established for the burial of human remains in the ground.

14. Natural Burial/Green Burial: A “natural” or “green” burial is an interment in which no concrete vaults (partial, inverted or otherwise), vault lids, concrete boxes, slabs, or partitioned liners are employed and containers are required to be biodegradable. No embalming other than “eco-embalming” will be accepted, except in instances where an individual is embalmed against his or her will. In these instances, approval must be obtained from Cemetery personnel and an approved embalming chemical must be employed.

15. Human Remains: The term “human remains” means the body of a deceased human being in any stage of decomposition and includes cremated remains.

16. Interment: The term “interment” means the final disposition of human remains in the Cemetery by burial.

17. Interment Right: The term “interment right” means the right to place human remains in an interment space, subject to these rules and regulations. However, no right of advance selection of a specific interment space shall be granted.

18. Interment Services: The term “interment services” means the process of interring human remains, including but not limited to administrative, clerical, legal, mechanical and physical services performed by Cemetery personnel in conjunction with the opening of an interment space in preparation for the interment and the subsequent closing of the interment space after the interment.

19. Interment Space: The term “interment space” means a space that has been established by the Cemetery for the final disposition of human remains, including but not limited to graves, cremated remains burial sites, and scattering places. An interment space is approx. 10' X 15' and is suitable for: (1) one full casket burial; (2) one full casket burial and one or two cremated remains; OR (3) up to four cremated remains.

20. Inurnment: The term “inurnment” means the placing of cremated remains in an urn followed by placement in a grave, niche or some other resting location.

21. Living Memorial: The term “living memorial” means a living plant placed on or near a gravesite. Living memorials must be trees or wildflowers native to Kentucky from an approved species list. They must be approved by the Cemetery in advance from an approved supplier to be certain they are appropriate for the ecological restoration of the land. The Cemetery cannot

and does not guarantee the survival of living memorials. The Cemetery does not replace living memorials that do not survive in the nature preserve.

22. Loretto Community Member: The term “Loretto Community Member” means those persons who have taken final vows as a Sister of Loretto at the Foot of the Cross and those persons who have been admitted as Co-Members of the Sisters of Loretto.

23. Lot: The term “lot” means an area within the Cemetery consisting of more than one interment space established by the Cemetery.

24. Memorial Stone: The term “memorial stone” means a stone marker used to identify the person interred in an interment space or to commemorate their life, deeds or career.

25. Memorial Services: The term “memorial services” means the services provided by the Cemetery as part of a funeral or memorial service.

26. Natural Burial Committee: The term “Natural Burial Committee” means the committee of persons designated by the Loretto Literary and Benevolent Institution, Inc., to operate and manage the Loretto Motherhouse Nature Preserve Cemetery. As used herein, the term “Cemetery” and “Natural Burial Committee” are sometimes used interchangeably.

27. Outer Interment Container: The term “outer interment container” means a container engineered and designed to hold a casket or other type of inner burial container and support the overlying earth and the earth and vault handling equipment used in Cemetery operations, including but not limited to concrete vaults (partial, inverted or otherwise), vault lids, concrete boxes, slabs, or partitioned liners. Such containers are not used in the nature preserve cemetery.

28. Owner: The term “owner” means the person who lawfully possesses an interment right and whose name is recorded as such in the Cemetery’s records.

29. Pre-need: The term “pre-need” means prior to the beneficiary’s death.

30. Purchase Agreement: The term “purchase agreement” means a contract pursuant to which the Cemetery agrees to sell and deliver interment rights and/or services.

31. Additional Rights: The term “additional rights” means the additional interment rights for a lot which are available for use by the Owner or his/her designees, limited to the interment of human remains or the inurnment or scattering of cremated remains. Each burial lot allows for the burial of one full body, one full body and one or two sets of cremated remains, or up to four sets of cremated remains.

32. Section: The term “section” means an area within the Cemetery consisting of more than one interment space established by the Cemetery as a subdivision of a lot for organizational purposes.

33. Urn: The term “urn” means a receptacle in which cremated remains are placed for final disposition. In a green or natural burial, urns are biodegradable containers.

NATURAL BURIAL:

1. Embalming: No embalming will be accepted, other than “eco-embalming,” except in instances where an individual is embalmed against his or her will. Owners are asked to inform funeral directors and/or morticians of the need to avoid embalming of remains and to use alternatives such as refrigeration, dry ice, or closed casket services to avoid embalming. With prior approval from the Cemetery, the use of a nonchemical embalming product may be

approved. The Cemetery reserves the right to determine the acceptance of embalmed human remains.

2. Biodegradable Containers: All Interments must be made in biodegradable containers such as a wooden casket, natural fiber shroud, cardboard box or other biodegradable container. For cremated remains, urns are optional. If an urn is used, it should be biodegradable. Containers shall be constructed of sufficient strength to support the weight of an adult human body and must be approved by the Natural Burial Committee. The Cemetery allows the use of metal nails and screws in the construction of wooden caskets approved for interment. Should a non-biodegradable container be brought to the Cemetery for burial, the Cemetery has the right to refuse interment until a suitable container is available. Should a non-biodegradable container be interred, the Cemetery has the right to remove and replace it at the Owner's expense.

3. Outer Interment Containers Are Not Permitted: Vaults and similar outer containers are inconsistent with natural burial and are not permitted. In the event an Outer Interment Container is placed or constructed within the Cemetery, the Cemetery reserves the right to remove any Outer Interment Containers at the Owner's expense.

4. Cremation Remains: Cremation remains are accepted. However, cremation remains containers are optional and must be biodegradable.

5. Dressing of Remains: Human remains should be dressed in biodegradable clothing. Natural fibers such as cotton and wool are biodegradable.

6. Mounding of Graves: Excess soil may be mounded on top of a grave to offset the eventual settling of the grave as remains are cycled back into nature and soil undergoes natural compaction.

7. Replacement of Soil: The Cemetery may choose to mix biomass with soils at the time of interment to enhance ecological processes.

CARE AND MAINTENANCE OF GROUNDS:

1. Care of Grounds: The Cemetery shall have sole and exclusive authority to maintain the Cemetery's grounds, subdivide the property, plat, map, survey and install improvements within the Cemetery. A nature preserve cemetery is a concept whereby land can be restored and maintained in a natural condition. Therefore, the Cemetery must approve all plantings of trees, herbs, grasses, or anything else in advance. This is necessary to assure the ecological integrity of the nature preserve and to avoid invasive species, horticultural varieties of plants, and anything else that might affect the nature preserve aspect of the site. In addition, all memorial stones, markers or other nonliving objects must be approved by the Cemetery in advance to assure the natural appearance and ecological integrity of the nature preserve.

2. Ecological Stewardship: The Cemetery is expected to provide land stewardship to maintain the ecological integrity of the nature preserve. This stewardship may include, but is not limited to, the use of prescribed fire or burns, removal of invasive and non-native species by any means, planting of species, manipulation of soils, manipulation of water and drainage, planting of vegetation, or any other practice necessary to provide stewardship of the nature preserve.

3. Plants, Trees and Shrubs: If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes unsafe or detrimental to the Cemetery grounds, trails, walkways, roadways, waterways or drainage systems, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove any such tree, shrub or plant, or any part thereof, or otherwise correct the existing condition as, in the Cemetery's judgment, it deems best. **The Cemetery shall have no obligation to replace trees, shrubs and plants removed by the Cemetery, even if they were purchased as a Living Memorial.** In addition, as a nature preserve cemetery it is important to maintain natural processes. The Cemetery will not remove dead or dying trees or other vegetation even if such vegetation were to fall upon a gravesite. As a nature preserve, the Cemetery will not have mowed lawns and will have only limited mowing of entry ways.

4. Natural Regeneration of Vegetation: If trees, shrubs, or other vegetation sprout, regenerate or otherwise become established on a gravesite subsequent to interment, they will be permitted to grow naturally. Following Interments, native vegetation will not be removed from graves unless it poses some problem related to public safety, maintenance of trails, walkways, roadways, waterways, drainage systems, or some other necessary infrastructure. Native vegetation will not be removed simply to keep a gravesite free of trees, shrubs or other vegetation. Following final interment it is to be expected that at some future time a tree may grow on an interment site.

5. Ingress and Egress, Walkways, Waterways, Roadways, Drainage Systems and Buildings: The Cemetery reserves to itself a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the trails, avenues, walkways and roadways. The Cemetery reserves the right to alter, change or remove trails, walkways, roadways, waterways and drainage systems and other physical properties. **The Cemetery is under no obligation to provide a permanent ingress/egress to any Interment Space.**

6. Acts Beyond the Cemetery's Control: The Cemetery and its agents do not assume and are not liable for damage, actual or mental, resulting from ecological stewardship or normal operations or from loss by vandalism and other acts beyond the Cemetery's control. Specifically, but not by way of limitation, the Cemetery and its agents do not assume and are not liable for loss or damage caused by the elements, acts of God, common enemy, thieves, assailants, vandals, strikers, lockout or other labor events, malicious mischief makers, fire, explosion, unavoidable accident, invasion, insurrection, riot, government act, regulation or

order of any military or civil authority, whether the loss or damage is direct or indirect. In addition the cemetery is not liable for any damage real or perceived, actual or mental resulting from ecological stewardship of the nature preserve.

7. Maintenance of Grounds and Buildings: Within the limits permitted by the income of the cemetery endowment and the Cemetery's general funds, the Cemetery grounds will be maintained and preserved. Cemetery maintenance includes maintenance of the nature preserve to permit natural processes to operate upon the Cemetery land. This may include maintaining roads and trails, manipulation of vegetation or soils, pruning of trees and shrubs, and such other work necessary to keep the Cemetery in a natural condition. The Cemetery reserves the right for its workers and agents to enter upon or cross over any Interment Space as necessary to conduct normal Cemetery operations. Except as specifically allowed by these Rules and Regulations or by authorization issued by the Cemetery, all landscaping, ecological stewardship, care of Interment Spaces and other work in the Cemetery will be done by Cemetery personnel. Owners should feel free to consult with Cemetery personnel at all times. Occasionally, the Cemetery may employ volunteers to assist with ecological stewardship. Owners are encouraged to volunteer their labor. All work shall be subject to the provisions of these Rules and Regulations.

8. Maintenance of Memorials and Grave Sites – Damage: Unless damage is caused by the Cemetery's staff or agents, the Cemetery is under no obligation to maintain, repair or replace Memorials or Living Memorials placed within the Cemetery. Natural processes such as windstorms or other weather events, frost, or death of Living Memorials are not considered damage in a nature preserve cemetery. For example, a tree falling across an interment site is not considered damage and may or may not be removed or ameliorated by the Cemetery staff. **Owners are not permitted to repair real or perceived damage.** In addition, natural weathering of stone memorials is not considered damage.

INTERMENTS:

1. Grave Site Selection: The Natural Burial Committee shall select, in its discretion, all gravesites immediately preceding preparation for the burial, considering season, weather, restoration initiatives, and other factors.

2. Identification of Human Remains: The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

3. Safety of Attendees: Visitors are permitted to participate in the Interment process, however the Cemetery shall not be responsible for any injury incurred during these services. In the event that circumstances arise that the Cemetery deems dangerous, the Cemetery may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by the Cemetery, from the Interment Space during the Interment or Disinterment

process. Given that the Cemetery is a nature preserve, visitors assume risks associated with hazards found in natural environments including but not limited to slip, trip and fall hazards such as uneven terrain, holes, sticks and branches, mud, clay, wet grass, low tree branches, etc.

4. Interments by Cemetery or Authorized Personnel: All Interments and Disinterments within the Cemetery shall be supervised by Cemetery personnel or persons authorized by the Cemetery.

5. Scheduling of Interment Services: The Cemetery must be provided with advance notice of all Interments. In general, 48 hours prior notice is required, but exceptions will be made in cases of death from contagious disease or as authorized by the Cemetery. The Cemetery may postpone or reschedule any Interment Service if, in the discretion of Cemetery personnel, too many services are concurrently scheduled, because of inclement weather conditions, or because of other conditions beyond the Cemetery's control.

6. Disinterments: All charges and fees for a Disinterment must be paid in advance. As a condition of performing any Disinterment, the Cemetery requires an Order from a Court of competent jurisdiction. The Natural Burial Committee must approve any contractor engaged to conduct a disinterment. All costs, services, and liability for a disinterment shall be assumed the person who obtains the Court Order of disinterment. Prior to beginning the disinterment, the procedures to be used by the contractor shall be submitted to the Natural Burial Committee for approval. Each Disinterment must be conducted in accordance with state and local law and a Disinterment permit is required. The bodies of persons who have died of a contagious disease shall be handled in strict accordance with the rules of the Health Department. The Cemetery shall assume no liability for damage to any Human Remains, casket, urn, shroud, living memorial, memorial stone, or anything else. Note: Living Memorials are likely to be destroyed by disinterment and will not be replaced by the Cemetery. The person arranging the Disinterment must arrange all other necessary services from another service provider, including removing the Human Remains from the Interment Space, replacing Interment containers if necessary, transporting the Human Remains and interring the Human Remains in the new Interment Space, wherever located. The person arranging the Disinterment should realize that at a nature preserve cemetery using a natural burial there may be very little or no recognizable remains in a relatively short span of time.

7. The Cemetery May Correct Errors: The Cemetery reserves and shall have the right to correct any errors that may be made by it in making an Interment, a Disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the greater of the amount of money paid on account of the purchase of the Interment Rights or the current sale price of the Interment Rights or services to which the error relates. If the error involves the Interment of the Human Remains in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains to the correct location or to a similar location of comparable value selected by the Cemetery. The Cemetery shall have no

liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this section.

8. Interments on Sundays and Holidays: Interments shall not generally be conducted at the Cemetery on Sundays or on the following holidays: New Year's Day, Easter, Martin Luther King Day, Veterans Day, Labor Day, Presidents Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. If interment is absolutely necessary on a Sunday or on a holiday, the Cemetery will make an effort to provide the service. Additional fees may apply.

PURCHASE OF INTERMENT RIGHTS AND SERVICES:

1. Interments: Persons desiring to purchase interment rights in the Cemetery are referred to the Motherhouse Service Coordinator. The Cemetery sells interment rights for the ground interment of human remains within a biodegradable container or cremated remains within biodegradable cremation urns. The election to sell any interment to anyone other than a Loretto Community Member is entirely discretionary with the Cemetery.

2. Appendix A –Price List: A description of the Cemetery's cost of Interment Rights, is set forth in Appendix A. The purchase of Interment Rights before the need arises is deemed wise and encouraged. Prospective patrons should visit the Cemetery for information. Our staff will render assistance, without obligation or pressure to make a purchase, to those desiring information. Payment in full is generally required at the time of the sale, but payment plans are possible. Interments will not be permitted until the Cemetery has received payment in full.

3. Appendix A – Description of Services: There are additional costs and fees that will be incurred in addition to the cost of the Interment Rights. In the interest of full disclosure and informed decision-making, these costs and fees are set forth in Appendix A. These fees are subject to change.

4. Living Memorials: Living memorials must be purchased from the Cemetery or from a supplier approved by the Cemetery. Since ecological restoration is of great importance, the Cemetery needs to be certain that the species and varieties of living memorials are compatible to the restoration and stewardship of the nature preserve.

OWNERSHIP OF INTERMENT RIGHTS:

1. Owner and Interment Records: The records of the Cemetery shall record and establish the Owners of Interment Rights in the Cemetery. Only the person named in the Certificate of Interment Rights issued and of record will be recognized and treated as the Owner. Interment rights in the Cemetery are not assignable. Pre-need interment rights purchased which are not subsequently used may only be redeemed by the Cemetery at that initial costs paid for those interment rights, less any administrative fees or charges for redemption.

2. Limited Right of Use: Interment Rights within the Cemetery shall be used for no purpose other than the Interment of Human Remains and/or the Inurnment of Cremated Remains. The Cemetery does not sell fee simple title to Interment Spaces. The Cemetery sells a right of use called "interment rights" that permit the Interment of one person in the Interment Space purchased. Additionally, the burial lot allows for the inurnment of one or two cremated remains (in addition to an interment) OR up to four inurnments of cremated remains (without the interment of human remains). The Owner does not, by virtue of ownership of interment rights, acquire any ownership interest in the Cemetery or in any surrounding land, building or any improvements.

3. Forms Approved and Signed by the Cemetery: All Purchase Agreements for the purchase of Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

4. Title and Certificates of Interment Rights: The Cemetery will issue a Certificate of Interment Rights upon payment in full of the purchase price and the Interment Rights will be recorded in the records of the Cemetery as evidence of the right of Interment. The title vested in the Owner is limited to the right to use the space for Interment purposes only and other consistent uses, such as memorialization, allowed by these rules and regulations. Every Interment Right is subject to all applicable laws and all rules and regulations adopted by the Cemetery, as then in force or as thereafter amended or adopted.

5. Reuse Is Prohibited: Human remains interred at the Nature Preserve Cemetery may not be removed by heirs, Owners or any other person having an interest in any Interment Rights for the purpose of reselling the Interment Rights.

6. Speculation Prohibited: Interment Rights shall be purchased solely for the purpose of personal or family Interments or another person identified in a Purchase Agreement or Certificate of Interment Rights and not for purposes of speculation. Interment Rights are not assignable or transferrable.

7. Permission to Inter and Proof of Ownership: The Cemetery may prohibit any Interment within the Cemetery except as to the Owner of the Interment Rights.

8. Delays and Temporary Interments: The Cemetery shall not be liable for any delay in Interment resulting from noncompliance with these Rules and Regulations or in any instance where the Cemetery has received an objection to the Interment from a person with any standing in the matter. In order to be recognized by the Cemetery, objections must be in writing and filed at the Cemetery's office. If the Cemetery receives Human Remains and no provision has been made for an Interment Space, if the Cemetery has received an objection, or in the event of noncompliance with these Rules and Regulations, the Funeral Director or family member responsible may temporarily place the remains in a holding facility, other suitable

place, subject to any state or local sanitary code requirements. There is most often a fee for such temporary holding. The Cemetery does not offer temporary holding services.

9. Assignments and Transfers of Interment Rights: It is not the Cemetery's policy to repurchase Interment Rights, although the Cemetery reserves the right to do so. Owners of Interment Rights may not assign and transfer their ownership rights.

10. Changes by the Cemetery: The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a Section from time to time, including the right to remove, regrade, modify or change the locations of features, trails, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property not sold to Owners, for Cemetery purposes, including the interring and preparing for Interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

MEMORIALS:

1. Memorial Stone Specifications: A variety of natural stones types are permitted for use as Memorial Stones. They must be at least 96 square inches and may not exceed 216 square inches (approximately 12 X 18 inches) in size, and must lie flat or be partially buried and not extend more than 3-inches above the surface of the soil. Memorial stones must not be embedded in concrete or any other foundation that permanently affixes the memorial stone to a buried support structure. Memorial Stones may not be polished. Sawed stone should be prepared to appear more natural, and should have natural appearing, irregular edges rather than a square-cut appearance. Stones may be engraved, but must remain simple in appearance (photographs, electronics, sound, etc. is not permitted). Solar lighting of any kind is not permitted. **Granite stones are not permitted. The Cemetery may reject/remove memorials that do not meet the specifications, so prior approval of memorial stones by the Cemetery is required.** The Natural Burial Committee can help arrange the purchase of such a stone upon request.

2. Limitation of Two Memorial Stones per Interment Space and Companion Memorials: One or two Memorial Stones may be placed on an Interment Space, unless otherwise approved by the Cemetery.

3. Inappropriate or Offensive Content Prohibited: To keep the natural aspect of the Cemetery dominant, only memorials meeting our specifications and deemed appropriate may be used. No other memorials or markers are permitted. Offensive content is not permitted on memorials. The Cemetery is the sole judge of what constitutes offensive or inappropriate material, and reserves the right to refuse placement of memorials judged undesirable without warning.

4. Living Memorials: Living Memorials are native plants: trees, shrubs, grasses or flowers. All living memorials must be native Kentucky species. Permission is required for the planting and a Natural Burial Committee member must be present at the time of planting. In order to avoid establishing undesirable species in the Nature Preserve Cemetery, permission will only be granted for native species from a list provided by the Natural Burial Committee. Plants must come from approved sources. A Natural Burial Committee member will make the final determination as to the suitability of any plant for any interment site.

5. Temporary Memorials and Markers: Temporary memorials are inconsistent with a nature preserve Cemetery. The Cemetery will remove and dispose of any temporary memorials without notice. On some occasions the Cemetery staff may provide some markers or signs to assist the public. The Cemetery will remove any temporary markers or signs placed by anyone without notice.

6. The Cemetery May Correct Errors: The Cemetery may correct any error made in the location of a Living Memorial or Memorial Stone.

INSTALLATION OF MEMORIALS:

1. Notice to Cemetery: A contractor must provide the Cemetery with notice of the intent to install a Memorial Stone or Living Memorial at the Cemetery. All memorials must comply with the Cemetery's rules.

2. Damage to the Cemetery Grounds: A person installing a Memorial shall be responsible to the Cemetery for any damage caused to the Cemetery grounds, including trails, vegetation, soil surface, parking area, and roadways, other than normal use. All workers should respect the nature preserve aspect of the Cemetery and take every precaution to protect natural vegetation, soil, and wildlife.

3. General Requirements:

A. Installation work shall cease during any nearby funeral procession or memorial service.

B. Installation work shall be done during the Cemetery's normal hours (9:00 a.m. to 5:00 p.m.) or at such other times as may be arranged with the Cemetery.

C. A person selling a Memorial Stone or Living Memorial shall review the rules of the Cemetery to ensure that the Memorial will comply with these rules prior to ordering or manufacturing the Memorial. A Memorial must comply with these Rules and Regulations. In the event of noncompliance, the person installing the Memorial is responsible for removal of the Memorial and shall pay any reasonable expenses of the Cemetery in connection with the Memorial's removal. All Living Memorials must be the exact species and variety specified by the Cemetery. The Cemetery may provide such materials as merchandise. Similar species and domesticated varieties of native species are generally not permitted. Living memorials are

permitted only from approved sources. The installer shall follow the Cemetery's instructions regarding the positioning of the Memorial.

D. During the excavation, all sod and dirt shall be carefully replaced to preserve the ecological integrity of the nature preserve and protect wildlife habitat. The installer shall carefully place memorials so that they do not intrude upon the nature preserve aspect of the Cemetery.

E. The installer shall remove all equipment and any debris, which has accumulated during installation of the Memorial.

F. If the installer damages any property at the Cemetery, the installer shall notify the Cemetery immediately. The installer shall repair the damage as soon as possible, upon approval by the Cemetery.

G. The installer shall submit proof of workers' compensation insurance, auto liability insurance, and liability insurance sufficient to indemnify the Cemetery against claims resulting from the installation of the Memorial. Proof of auto liability insurance in an amount of one million dollars or more, and proof of liability insurance in an amount of one million dollars or more, will be presumed to be sufficient in amount. Evidence shall be provided that workers' compensation and general liability insurers waive their right of subrogation against the Cemetery.

H. The Cemetery may inspect the installation site of a Memorial at any time. If the Cemetery determines that Cemetery rules are not being followed during the installation, the Cemetery may order the installation to stop until the infraction is corrected.

I. The Cemetery will provide written notice to the installer as soon as possible if the Cemetery believes that any of the following have occurred: (1) The Memorial has not been installed correctly; (2) The person installing the Memorial has damaged property at the Cemetery; (3) Other Cemetery requirements for installation have not been met, such as removal of debris or equipment.

J. The Cemetery shall inspect Memorials installed by outside contractors.

DECORATIONS:

1. Floral Tributes and Decorations: Decorations, floral tributes, flags, shepherd hooks, and similar items are permitted only at the time of interment services. Funeral Directors are required to remove such items immediately following such services. If they are not removed, the Cemetery will remove them. If there is an expense associated with the removal of the items, the Owner will be responsible for payment of that expense.

2. Prohibited Items. The concept of the nature preserve cemetery is to be a place where nature dominates. No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, flags, or flagpoles, or any other unsightly object or objects are inconsistent with a nature preserve cemetery and will be discarded by the Cemetery without notice.

3. Cut Flowers: Cut flowers that are fully biodegradable are permitted. Such flowers must not be wrapped in paper, plastic, or aluminum foil and may not have any container so that they may be quickly processed by nature. Such cut flowers are not required to be native species. The Cemetery staff may remove cut flowers at any time should they interfere with the natural appearance of the Cemetery.

4. Clean-up Procedures: Items that detract from the nature preserve's appearance will be removed by the Cemetery staff on an ongoing basis. No notice of such cleanup time will be given.

5. Planting of Flowers, Plants, Shrubs and Trees by Permission Only: Flowers, decorative plants, shrubs and trees may not be planted at the Cemetery without first securing the Cemetery's permission. Permission will only be granted for native species from a list provided by the Cemetery. Plants must come from approved sources to assure that they are of an acceptable species and variety. The Cemetery will make a determination as to the suitability of any plant for any interment site.

6. The Cemetery Is Not Responsible for Damage or Loss: The Cemetery is not responsible for the protection or maintenance of living memorials or cut flowers. Decorations, wreaths, emblems, flags and other items left at the Cemetery at any time for any reason will be removed and discarded without notice.

VISITORS AND PROHIBITED BEHAVIOR:

1. Visitors: The Cemetery will be open to visitors and Owners at all times between the hours of sunrise and sunset. Any person entering the Cemetery at any other time without authorization from Cemetery personnel will be considered a trespasser. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, are subject to the direction of a duly authorized representative of the Cemetery. Except as may be necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the trails, avenues, walkways and roads. Dogs shall be on a leash at all times and solid waste caused by the animal must be removed. Horseback riding is not permitted. No swimming, fishing, or wading in the ponds or streams. Visitors must remain at all times on established paths.

2. Automobiles: Automobiles must remain on the gravel road and parking lot. Walking trail access is limited to service vehicles and those with mobility issues with approval of Cemetery.

3. Alcohol / Drug Use Prohibited: The possession or consumption of alcoholic beverages or illegal drugs within the Cemetery is strictly forbidden. The use of alcohol during memorial services or other gatherings must be approved in advance by the Cemetery, and will be done on an individual case basis.

4. Thefts and Damage: No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery without prior authorization by the Cemetery. All persons are strictly forbidden to break or injure any tree or shrub, to damage any Memorial or to deface the grounds of the Cemetery. The Cemetery is not liable for theft or damage to any personal property, including artifacts or personal effects, placed on or near Interment Spaces or elsewhere in the Cemetery.

5. Statuary, Benches, Chairs and Other Similar Objects: Unless authorized by the Cemetery, the installation of statuary, benches, chairs and other like items is prohibited.

6. Criminal Mischief Laws Will Be Strictly Enforced: The Cemetery grounds are sacredly devoted to the Interment of Human Remains and the provisions and penalties of law will be strictly enforced in all cases of intentional injury, disturbance and disregard of these Rules and Regulations.

7. Cemetery Employees: Visitors and Owners may not hire Cemetery employees nor pay them to perform any service related to operation of the Cemetery or that would create a conflict of interest.

8. Disorderly Conduct: No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

9. Off Road Vehicles: Off road vehicles shall not be driven through the Cemetery except by Cemetery personnel on Cemetery business.

10. Hunting and Discharge of Firearms: Other than law enforcement authorities, visitors may not bring, carry or use firearms within the Cemetery except in connection with a military guard of honor and military service or upon prior approval of the Cemetery. Except as otherwise expressly permitted by the Cemetery, hunting is strictly forbidden in the Cemetery. Visitors may not carry or use air or paint guns within the Cemetery.

AMENDMENTS:

1. Notice and Copies: A copy of these Rules and Regulations shall be made available for inspection at the Motherhouse Service Coordinator's office. Owners are entitled to request one set.

2. Right to Revoke or Amend Rules: The Cemetery hereby reserves the right, at any time or times and without notice, to adopt new Rules and Regulations or to amend or repeal any existing rule or regulation.

3. Exceptions and Waivers: Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice

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when, in its judgment, a waiver is advisable. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

4. Governing Law: The Cemetery is subject to and operated under ecclesiastic law, and to the extent applicable, the laws of the Commonwealth of Kentucky. The validity, meaning and effect of these rules and regulations shall be interpreted in accordance with ecclesiastic law and, where applicable, the laws of the Commonwealth of Kentucky. To the extent, if at all, the Cemetery is subject to the laws of the Commonwealth of Kentucky, it shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky.