

- a. Webster, in violation of Mississippi Code Annotated Section 41-43-37, did not trust fifteen percent (15%) of the sales price of ground interments for the upkeep of the cemetery. Webster owes Six Thousand Six Hundred Three Dollars and Seventy-Five Cents (\$6,603.75) to perpetual care trust.
4. Webster agrees to put this money aside in a restricted trust account in equal monthly installments over the next Twenty-Four (24) months starting with the first payment of Two Hundred Seventy-Five Dollars (\$275.00) on April 1, 2014 and ending with a payment in the amount of Two Hundred Seventy Eight Dollars and Seventy-Five Cents (\$278.75) on March 1, 2016. Webster acknowledges that these payments are to be made in addition to the Fifteen percent (15%) required by any current sales.
5. The Secretary of State's Office will re-examine Webster in the April 2016 to determine compliance with this Agreement.
6. As a result of this Agreement and full compliance with its terms, the Secretary of State agrees not to pursue any further actions against Webster regarding the aforementioned violations.
7. Respondent agrees to comply with the provisions of the Law as currently enacted and any future amendments thereto.
8. Nothing contained herein shall be construed as limiting Respondent's rights to contest any finding or determination made by the Division or by a court of competent jurisdiction concerning an alleged failure by Respondent to comply with any of the terms and provisions of this Agreement.

9. Respondent is aware of its right to a hearing on this matter at which it may be represented by counsel, present evidence, and cross-examine witnesses. Respondent hereby irrevocably waives the right to such a hearing.
10. Respondent understands that the entry of this Agreement represents the settlement of regulatory claims by the Division against the Respondent.

III. Acknowledgement

The parties acknowledge that they have read this Agreement in its entirety and fully understand the rights, terms, and obligations of each contained therein and they have been vested with the express authority to enter into this agreement. The parties further acknowledge that they have not been threatened or otherwise coerced into entering into this Agreement.

The undersigned hereby acknowledge and agree to the terms and conditions of the foregoing Agreement by written consent.

So Agreed, this the 12th day of March, 2014.

WEBSTER MEMORIAL GARDENS

BY: Loye Stephens
Mr. Loye Stephens,
Owner

Date: 3/12/14

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
In his Official Capacity

BY: Amy C. Foster
Amy C. Foster,
Senior Attorney
Regulation and Enforcement

Date: 3/13/14