

**RULES AND REGULATIONS
GARDEN OF THE HOLY CROSS
ST. MARTIN'S EPISCOPAL CHURCH
HOUSTON, TEXAS
(as amended and restated effective as of April 16, 2007)**

I. GENERAL

1.1 These Rules and Regulations apply to the administration, use and operation of the Columbarium of St. Martin's Episcopal Church, Houston, Texas. The Columbarium, which shall be known as the Garden of the Holy Cross (and is referred to as the "Columbarium" herein) consists of a new section located on the campus of St. Martin's on the north side of Riverway Street and the original Garden of the Holy Cross columbarium located near the south boundary of the campus adjacent Founder's Hall. The Columbarium is part of the ministry of St. Martin's and is owned, administered, operated and maintained by St. Martin's under the direction of its Rector, Wardens and Vestry.

1.2 The purpose of the Columbarium is to provide spaces for interring the cremated remains of persons who are members of St. Martin's Episcopal Church and their families, as set forth in these Rules and Regulations.

1.3 Specified duties and responsibilities with respect to the operation and maintenance of the Columbarium have been and may from time to time be delegated by the Vestry to the Wayside Chapel and Columbarium Committee of St. Martin's Episcopal Church, as constituted from time to time by the Vestry, or such other committee as the Vestry may designate in lieu thereof to serve in such capacity for purposes of these Rules and Regulations. (Such Committee is referred to herein as the "Columbarium Committee".) If at any time there is no Columbarium Committee designated, the functions assigned to the Columbarium Committee in these Rules and Regulations shall be the responsibility of the Vestry. The Vestry shall maintain a copy of the Rules and Regulations as in effect from time to time on file at the administrative offices of St. Martin's.

1.4 Article II of the Rules and Regulations describes the process of application for and the granting of interment rights, and the nature and scope of the interment rights. Article III sets forth provisions that apply at the time of interment. Article IV contains other provisions concerning the administration and operation of the Columbarium, including in Section 4.18 certain transitional provisions relating to the original columbarium located near the south boundary of the campus adjacent Founder's Hall.

II. APPLICATION FOR, AND GRANT OF, INTERMENT RIGHTS

2.1 *Application.* Any member in good standing of St. Martin's may make application for interment rights on a form prescribed for that purpose by St. Martin's. The application shall specify the number of columbarium spaces applied for (referred to hereinafter as "Spaces" and described in more detail in Section 3.4) and any preferences as to the location within the Columbarium of such Spaces. The application shall designate any members of the applicant's immediate family, other than or in addition to the applicant, who may be interred in

the Space or Spaces the applicant is applying for. A person to be interred shall be designated for each Space applied for. The application may also specify one or more successors to applicant who may, in the event of applicant's death or incapacity, exercise the interment rights which otherwise would be exercisable by applicant. For purposes of these Rules and Regulations, the "members of an applicant's immediate family" shall mean applicant's spouse, parents (including step parents), and children and grandchildren (natural or adopted). Persons other than members in good standing of St. Martin's may make application for interment, and persons other than members of the applicant's immediate family may be included in an application as persons who may be interred, but any such application shall be subject to the prior approval of the Rector and the Columbarium Committee, in their sole discretion. The application shall be accompanied by tender of a reservation fee as described in Section 2.3.

2.2 *Grant; Certificate.* St. Martin's, with the approval of the Rector and the Columbarium Committee, may grant an application for interment rights, as to all or a portion of the number of Spaces applied for, or may withhold approval of the application for any reason. If the application for interment rights is granted by St. Martin's, the applicant shall be notified, the notification to include the location of the Spaces. Upon written final acceptance by the applicant in a manner satisfactory to St. Martin's given within a period specified by St. Martin's in the notice that the application has been granted, the applicant shall become the "Interment Rights Owner" with respect to the Spaces as to which interment rights are granted, the reservation fee shall become non-refundable, and St. Martin's shall issue to the Interment Rights Owner a Certificate or Certificates of Interment Rights evidencing the interment rights granted. If the application is not approved by St. Martin's or St. Martin's determines that applicant's final acceptance is not given in the manner and within the period specified, the reservation fee will be promptly refunded to the applicant, the grant of interment rights shall not become effective and any Spaces tentatively designated may be allocated to others. The interment rights covered by a Certificate of Interment Rights, and the Certificate evidencing them, may not be transferred or assigned other than as provided in Section 2.4. When such a permitted transfer is effected, the transfer may be (a) endorsed by St. Martin's on the original Certificate of Interment Rights, (b) evidenced by issuance of a new Certificate of Interment Rights and cancellation of the original Certificate, or (c) documented in such other manner as St. Martin's may determine, and in each case reflected on the records of St. Martin's. Any purported transfer or assignment other than in accordance with these Rules and Regulations shall be of no force or effect and shall not be binding on St. Martin's. In the event of a discrepancy between a Certificate of Interment Rights and the records maintained by St. Martin's, the latter shall control except in the case of manifest error.

2.3 *Reservation Fee.* The grant of interment rights shall require payment of a reservation fee in an amount established from time to time by the Vestry of St. Martin's. The reservation fee does not include the cost of cremation, containers, transportation, other off-premises costs and costs associated with memorial services or services of committal.

2.4 *Interment Rights Generally; Transfer to Successors.* Neither the grant of interment rights nor issuance of any Certificate of Interment Rights creates or conveys or transfers any interest in the property of St. Martin's or entitles the Interment Rights Owner to any rights other than a license to use the applicable Space or Spaces for the purposes and subject to the conditions and other provisions set forth in these Rules and Regulations, as amended from

time to time. The rights that the Interment Rights Owner has and may exercise are (subject in all respects to the terms and conditions of these Rules and Regulations) the right to be interred in the Space designated for himself or herself, the right to substitute for family members specified in the application as persons who may be interred other members of the applicant's immediate family, the right (right of sepulture) to specify that an interment is to take place in a Space, and the right to designate one or more persons who may, in the order of preference designated by the Interment Rights Owner, exercise the rights that otherwise would be exercisable by the Interment Rights Owner in the event of the death or incapacity of the Interment Rights Owner. In giving effect to any such order of preference designated, St. Martin's may act in its discretion in determining when to proceed to the next person in the designated order on the basis that a designated person cannot be found or fails or refuses or is unable to act. In the absence of such designation in the application or a subsequent declaration on file with St. Martin's, or in the event no person so designated can be found or all such persons fail or refuse to act, the interment rights in respect of any remaining Spaces shall be exercisable as provided by will or the laws of descent and distribution. Any substitution by the Interment Rights Owner of family members who may be interred as described in this Section 2.4 shall be made by declaration in writing on a form provided for that purpose by the Columbarium Committee, and shall not be effective unless and until approved by the Rector and the Columbarium Committee in their discretion.

2.5 *Term; Extension.* If interment in any Space has not taken place before the expiration of 50 years after the date of the applicable Certificate granted to the original Interment Rights Owner (not the date of any new certificate issued upon transfer as provided in Section 2.2), the interment rights in respect of that Space and the Certificate evidencing the same shall terminate and all rights in respect thereof shall revert to St. Martin's unless an extension is applied for and granted as provided in this Section 2.5. The Interment Rights Owner may apply in writing for an extension of the rights evidenced by the Certificate for an additional period of 25 years, which application shall be made on a form prescribed for the purpose by the Columbarium Committee and delivered to St. Martin's in accordance with Section 4.9 on or before the expiration of the initial 50-year period, or such longer period, if any, as St. Martin's may permit in its sole discretion, but such application shall not be made more than five years prior to the expiration of the initial 50-year period. St. Martin's shall have no obligation, express or implied, to grant or permit such an extension. St. Martin's shall have the right, but not the obligation, to give notice to the Interment Rights Owner of the pending expiration of the interment rights and the applicable Certificate. In the event the Interment Rights Owner does not make application for an extension in accordance with this Section 2.5 or if an application is made but is not granted, all rights of the Interment Rights Owner and any other person with respect to the Space and the Certificate evidencing the same shall automatically and immediately terminate and revert to St. Martin's without requirement to refund the reservation fee, and no additional agreement, consent or notice shall be needed to effect such termination and reversion. In the event an extension is granted but interment has not taken place at the end of the period of the extension, all rights granted with respect to the Space shall likewise terminate and all rights of the Interment Rights Owner and any other person with respect to the Space shall automatically and immediately revert to St. Martin's without requirement to refund the reservation fee, and no additional agreement, consent or notice shall be needed to effect such termination and reversion.

2.6 *Abandoned Spaces.* Any Space as to which there is no living person designated for interment and as to which such status continues for five years, will be

conclusively presumed to be abandoned (notwithstanding that the term established under Section 2.5 has not expired) and all rights in respect thereof shall revert to St. Martin's.

2.7 *Records.* St. Martin's shall maintain all records and documents relating to the Columbarium and the sale of Spaces, including specifically those records mentioned in Section 711.003 of the Texas Health and Safety Code regarding the date the remains are received, the date the remains are interred, the name and age of the person interred if those facts can be conveniently obtained and the identity of the Space in which the remains are interred.

III. INTERMENT

3.1 *Application for Interment.* Application to effect an Interment shall be made by the Interment Rights Owner as to the Space in which interment is desired (or if the Interment Rights Owner is the person to be interred, by a person authorized to make arrangements for the interment), on forms provided by St. Martin's. A supply of forms for this purpose shall be maintained in the administrative office of St. Martin's. Applications for interment in a Space shall be made only for the interment of the Interment Rights Owner of that Space or a member of the immediate family of the Interment Rights Owner designated in the application or in a subsequent designation by the Interment Rights Owner approved by the Rector and the Columbarium Committee and on file with St. Martin's.

3.2 *Services.* The clergy of St. Martin's shall have complete authority over all interment rites and ceremonies, including use of facilities, the scheduling of interment and the designation of those officiating. Arrangements shall be made with the Rector, or other clergy of St. Martin's designated by the Rector, for religious services in connection with the interment. Only such services as the Rector may conduct or authorize shall be performed in the Columbarium. For purposes of these Rules and Regulations, or any time there is a vacancy in the office of Rector, references to the Rector shall mean the acting Rector or other clergy person in charge, however designated.

3.3 *Reservation of Right to Refuse Permission for Interment.* St. Martin's reserves the right, for such cause as may be determined in the sole discretion of St. Martin's, to decline to grant any application for interment and to refuse permission for the interment of the cremated remains of any person. If the refusal relates to the proposed interment of the Interment Rights Owner or a family member properly designated in the application for interment rights or an approved designation under Section 2.4, St. Martin's shall tender a refund to the Interment Rights Owner of an amount equal to the Reservation Fee originally paid with respect to the applicable Space, and St. Martin's shall have no further duty, liability or responsibility in respect of the refusal to permit interment. Upon acceptance of the tendered refund, all rights in respect of the Space shall revert to St. Martin's.

3.4 *Spaces; Engraving.* The Spaces in the Columbarium (sometimes referred to as niches or crypts) are designed for the cremated human remains of one person only. Double interments in one Space are not allowed. All Spaces have a cap of uniform composition and appearance upon which the identifying inscription shall be engraved. The engraving upon the cap for each Space shall be of uniform size and style and be subject to restrictions on the number of characters and arrangement of information (which shall be limited to the name of the deceased

and the year of birth and year of death) as determined by St. Martin's acting through the Columbarium Committee. Notwithstanding the foregoing, it is understood that the uniform caps and restrictions on engraving may be different for the new section of the Columbarium on the north side of Riverway Street from those for the original Garden of the Holy Cross near the south boundary of the campus. St. Martin's, acting through the Columbarium Committee, will provide an inscription order form, which shall be filled in by typewriter or legibly printed in ink, and executed and delivered by the Interment Rights Owner, or other person or persons entitled to do so, as determined by the Columbarium Committee. The Columbarium Committee shall make the arrangements for engraving of the space cap in accordance with the name and dates so furnished. The Columbarium Committee shall be responsible only for such errors in the inscription as may be made by the Columbarium Committee or the engraver in deviation from the information shown on the inscription order form.

3.5 *Containers, Urns.* Interments shall only be made in a permanent metal container or urn approved by St. Martin's and conforming to the size required by the liners of the Spaces, namely, horizontal dimensions of 5 1/2 inches by 5 1/2 inches and 11 1/2 inches in height, and permanently installed in the Columbarium in a manner approved by St. Martin's. Actual installation shall be performed by St. Martin's or by a third-party acting under a contract with or approved by St. Martin's. For purpose of this Section, approvals by St. Martin's shall be by the Columbarium Committee with approval of the Wardens.

3.6 *Interment of More than One Cremated Remains Prohibited.* Not more than one cremated human remains shall be interred in one Space.

3.7 *No Interment for Remuneration.* Neither the Interment Rights Owner nor any other person will be permitted to allow interments to be made in any Space in exchange for remuneration; provided that upon written request of the Interment Rights Owner, St. Martin's shall have the right, but not the obligation, to cancel the Certificate as to a Space and to issue another Certificate for the same or a different Space or a space in the original Garden of the Holy Cross for such consideration as may be determined by St. Martin's, acting through the Columbarium Committee with approval of the Vestry.

3.8 *Interment Permits; Compliance with Law.* Any permits for interment required by local or state laws must be secured and furnished by the Interment Rights Owner, or the duly authorized representative of the Interment Rights Owner, such as family members or a duly authorized funeral director. All interments shall be made in accordance with these Rules and Regulations and shall be subject to the requirements of all applicable laws, ordinances, rules, regulations and orders of federal, state or local government of authorities or courts having jurisdiction.

IV. MISCELLANEOUS

4.1 *Flowers, Ornaments and Decorations.* No flowers, ornaments, decorations, embellishments, memorial items or other articles or objects shall be placed in or near the Columbarium area or on or near the individual Spaces except as may be authorized by the Columbarium Committee. Any such items may be removed by St. Martin's and be disposed of without notice or liability to the owner of said item or any other person.

4.2 *Removal of Remains from the Columbarium.* With the written consent of St. Martin's, ashes and urns may be removed from a Space if requested by the surviving next of kin or the executor or administrator of the deceased's estate, accompanied by such evidence of authority to make such request as St. Martin's may require. Removal shall take place only upon receipt in advance of a fee to cover the labor for removal and restoration of the Space. All rights in respect of the emptied and restored Space will revert to St. Martin's. St. Martin's will in no case refund any portion of the reservation fee paid with respect to the Space.

4.3 *Exchange of Space or Location.* A cremated human remains and the space cap may be relocated from a Space to a different Space in the Columbarium pursuant to a written application of the Interment Rights Owner to St. Martin's on forms provided by the Columbarium Committee, subject to consent of St. Martin's, acting through the Columbarium Committee with approval of the Rector and the Wardens. Documentation relating to such exchange and approval shall be filed in the administrative office of St. Martin's as a condition precedent to such exchange. In the event a cremated human remains is relocated from a Space to another Space in the Columbarium, the interment rights relating to the vacated Space shall be canceled and revert to St. Martin's.

4.4 *Reconfiguration of the Columbarium.* It is specifically agreed that St. Martin's has the right at any time to reconfigure the Columbarium within the property of St. Martin's or to another location if St. Martin's is moved from its present location to a new location. Further, in the event repairs or improvements to the Columbarium are undertaken, St. Martin's may temporarily remove any interred remains until those repairs are completed.

4.5 *Charges.* St. Martin's, acting through the Columbarium Committee with approval of the Vestry and Rector, may establish from time to time fees to be charged for any assignment, transfer, exchange, interment, disinterment, opening or other activity relating to a Certificate, Space or interred human remains as St. Martin's shall deem appropriate. Payment in full of such charge shall be a condition precedent to effecting any such assignment, transfer, exchange, interment, disinterment, opening or other activity.

4.6 *Conduct of Persons within the Columbarium.* The Columbarium is part of St. Martin's church and property. All persons entering the Columbarium, or, with the consent of St. Martin's, entering upon other property of St. Martin's, shall be expected to conduct themselves in accordance with customary good decorum and in accordance with any additional rules of conduct established by St. Martin's.

4.7 ***This Columbarium is not a Perpetual Care Cemetery or a Perpetual Care Columbarium. It is specifically understood and agreed that the Columbarium is not a perpetual care cemetery or perpetual care columbarium. It is specifically understood that no perpetual care trust fund has been established with respect to the Columbarium.***

4.8 *No requirement for Insurance.* Neither St. Martin's nor any person or entity acting on its behalf shall be obligated to provide any insurance, including, without limitation, public liability insurance or insurance against loss or damage to or otherwise relating to the Columbarium or its contents.

4.9 *Notice to St. Martin's of Any Change in Address of Interment Rights Owner.* It shall be the duty of the Interment Rights Owner to provide actual notice in writing to the chief administrative officer of St. Martin's at the administrative office of St. Martin's of any change in such owner's address. Notice to St. Martin's to apply for an extension as contemplated by Section 2.5 or for any other purpose contemplated by these Rules and Regulations shall be given in the same manner. Written notices by St. Martin's to the Interment Rights Owner shall be delivered in person or posted by regular or certified U.S. Mail addressed to the Interment Rights Owner, as reflected by St. Martin's records, at such owner's last address on file in the St. Martin's office. The address of St. Martin's administrative office is 717 Sage Road, Houston, Texas, 77056 Attn: Parish Administrator. St. Martin's shall have the right to change address of its administrative office by amendment of the Rules and Regulations.

4.10 *Proper Forms.* All applications, approvals, orders and other notices or communications relating to any Certificate, Space, interment, disinterment, opening of a Space or otherwise under a Certificate or these Rules and Regulations shall be in writing and shall, if and to the extent forms for the same have been promulgated by St. Martin's, through the Columbarium Committee or otherwise, be made on such forms. When completed, forms and other such documents shall be delivered to the administrative office of St. Martin's.

4.11 *Exculpation and Relief from Liability.* Neither St. Martin's, the Rector of St. Martin's, any other member of the clergy of St. Martin's, any Warden or other member of the Vestry of St. Martin's, any member of the Property Committee or any other committee of the Vestry, any member of the Columbarium Committee or other committee of St. Martin's, any member of St. Martin's administrative staff, any employee or volunteer of St. Martin's, nor the Episcopal Diocese of Texas or any instrumentality thereof (including the Protestant Episcopal Church Council of the Diocese of Texas (the "Church Corporation")) or any director, officer, employee or agent of the Diocese or any such instrumentality (all of the foregoing hereinafter referred to as the "Protected Persons") shall be liable or responsible for any loss or damage to the Columbarium, any Space or the contents thereof. Nor shall any Protected Person be liable or responsible for any death of or injury to, or other loss or damage suffered by, the Interment Rights Owner, or any member of the family, invitee, guest of the Interment Rights Owner or any other person arising out of or resulting from any use of or access to the Columbarium or any other property of St. Martin's or relating in any manner to the grant of interment rights. Each Interment Rights Owner and each person making application for or authorizing an interment releases and agrees to hold harmless each Protected Person from any liability or responsibility described in this Section 4.11 and any loss, damages, costs, expenses, claim or cause of action relating thereto. This Section 4.11 does not limit or impair any statutory or other immunity or limitation of liability available to St. Martin's or any other Protected Person. **THE EXCULPATION, RELEASE AND AGREEMENT TO HOLD HARMLESS PROVIDED HEREBY COVERS, WITHOUT LIMITATION, LIABILITIES AND RESPONSIBILITIES ARISING OUT OF OR RESULTING FROM, IN WHOLE OR IN PART, NEGLIGENCE OR GROSS NEGLIGENCE BY ANY PROTECTED PERSON, WHETHER THROUGH ACT OR OMISSION.**

Without limiting the generality of the foregoing, no Protected Person shall be responsible or liable for any mistake occurring from any want of complete, proper, precise and unambiguous written instructions on duly authorized forms, or for any mistake resulting from any information supplied by any funeral parlor other person or entity acting or purporting to act

for and on behalf of Interment Rights Owner or otherwise, and no such party shall be responsible or liable for the identity of the person whose cremated remains are interred or sought to be interred.

4.12 *Authorized Persons.* Whenever these Rules and Regulations require or permit the approval or consent of, or other action on the part of, St. Martin's, the giving of such approval or consent or the taking of such action shall be evidenced in writing and signed by the Rector, the Wardens or the Chief Administrative Officer of St. Martin's, as appropriate. Notwithstanding the foregoing, where these Rules and Regulations require or permit the approval or consent or other action on the part of the Columbarium Committee, the giving of such approval or consent or the taking of such action shall be evidenced in writing and signed by the Chair or Vice Chair of such committee. Where these Rules and Regulations require consent or approval of the Wardens, such approval may be given by the Senior Warden or Junior Warden.

4.13 *Use of St. Martin's Premises.* Neither a Certificate, these Rules and Regulations, nor any form or agreement executed or delivered for or on behalf of St. Martin's regardless of its terms shall ever create any interest in real property or entitle the Interment Rights Owner, his or her successors or assigns, or any other person or entity acting or purporting to act under authority of a Certificate, the Interment Rights Owner, or otherwise to use the Columbarium other than as expressly set forth herein or to use any other property of St. Martin's for any purpose. St. Martin's shall have the right to use or allow use of any or all of its property at any time for any and all lawful purposes, including, without limitation, the conduct of religious services, social and community functions, including fireworks displays.

4.14 *Acceptance by Interment Rights Owner, Successors and Assigns; Enforcement Limited to St. Martin's.* By acceptance of a Certificate, the named grantee therein agrees on behalf of the grantee and such grantee's successors and assigns, including, without limitation, any subsequent Interment Rights Owner, and any and all invitees and users of the Columbarium under authority of such grantee and or the Interment Rights Owner and the owners of any interred human remains, that the Certificate and these Rules and Regulations, as they may be amended from time to time, or any new rules and regulations adopted to supersede them in accordance with the terms hereof, shall be binding upon the named grantee, the Interment Rights Owner, the owner of any interred human remains, and their respective successors, assigns and legal representatives. Only St. Martin's and its successors in interest may enforce any conditions, exceptions, reservations or restrictions heretofore or hereinafter placed upon access to or use or operation of the Columbarium.

4.15 *Conflicts, Disputes.* In the event of any conflict relating to these Rules and Regulations, any Certificate or the rights or entitlements of the Interment Rights Owner, or the owners of any interred human remains, including, without limitation, conflicting claims of entitlement to interment, disinterment, transfer, assignment or opening of a Space, St. Martin's, acting through the Columbarium Committee with approval of the Vestry and the Rector, shall have the right to resolve such conflict or dispute in the exercise of its sole discretion, including, without limitation, the right to deny interment, opening of a Space, disinterment, transfer or assignment, pending an agreement in writing satisfactory to St. Martin's, among any or all parties in interest or a final non-appealable judgment of a court of competent jurisdiction that

resolves the issue, all as St. Martin's shall determine. In any case in which interment rights constitute or may involve community property, St. Martin's may require joinder of the Interment Rights Owner's spouse on any instrument or document provided for herein or otherwise relating to such interment rights.

4.16 *Exceptions and Modifications.* Special situations may occur wherein St. Martin's, in the exercise of its discretion, may determine that literal enforcement of the Rules and Regulations, or any agreement evidenced by its forms or otherwise, may not be necessary or appropriate or may impose an unnecessary hardship on St. Martin's, an Interment Rights Owner or others. Therefore, St. Martin's may make permanent or temporary exceptions, waivers, suspensions or modifications to any of the Rules and Regulations. Such exceptions, waivers, suspensions, modifications or moratoriums shall never be construed to create a precedent affecting the general application of such Certificates or the Rules and Regulations, nor shall the same inure to the benefit of any party other than the party to whom such exception, waiver, suspension or modification is granted or directed, in the absence of an express written agreement of St. Martin's to the contrary. No waiver, failure or refusal of the St. Martin's to require or enforce compliance with a Certificate or these Rules and Regulations shall be deemed to constitute a waiver of the same or any other occurrence, similar or dissimilar.

4.17 *Amendments.* St. Martin's, acting through the Vestry with approval of the Rector, may at any time adopt new Rules and Regulations, or amend, alter, or repeal any then existing Rules and Regulations, provided, that such change, addition or repeal shall be in writing and filed with the administrative offices of St. Martin's.

4.18 *Transitional provisions relating to original Garden of the Holy Cross.* To the extent inconsistent with paragraph C-3 (Interment Use and Renewal) of the Rules and Regulations in effect prior to April 16, 2007, Sections 2.5 and 2.6 shall not apply to interment rights evidenced by a Certificate of Interment Rights granted prior to such date with respect to Spaces in the original Garden of the Holy Cross and the corresponding provisions of paragraph C-3 of the prior Rules and Regulations shall continue to apply in lieu of such inconsistent provisions. In all other respects, the Rules and Regulations amended and restated as reflected herein (and as may be hereafter amended) shall supersede the Rules and Regulations as heretofore in effect.

4.19 *Gifts.* All gifts and contributions made to the Columbarium shall be delivered to St. Martin's at its then current administrative office address with the notation 'for the Garden of the Holy Cross' or other words indicating that the gift or donation is intended to be for the benefit of the Columbarium. The current administrative office address of St. Martin's is St. Martin's Episcopal Church, 717 Sage Road, Houston, Texas 77056.

4.20 *Severability.* If one or more of the provisions contained in these Rules and Regulations are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of these Rules and Regulations, and the Rules and Regulations and all agreements evidenced thereby or made or deemed to be made pursuant thereto, shall be construed as if the invalid, illegal, or unenforceable provisions were not present.