

OLD

FUNERAL TRUST - GUARANTEED FORM

THIS CONTRACT GUARANTEES THE BENEFICIARY THE SPECIFIC GOODS OR SERVICES CONTRACTED FOR. NO ADDITIONAL CHARGES MAY BE REQUIRED FOR DESIGNATED GOODS AND SERVICES. ADDITIONAL CHARGES MAY BE INCURRED FOR UNEXPECTED EXPENSES INCLUDING, BUT NOT LIMITED TO, CASH ADVANCES, SHIPPING OF REMAINS FROM A DISTANT PLACE, OR DESIGNATED HONORARIA ORDERED OR DIRECTED BY SURVIVORS.

IFDA Services, Inc., 215 South Grand Avenue West, Springfield, Illinois, 62704 ("Trustee") and

("Provider") of _____, Illinois and _____

("Purchaser") agree for the trust funded pre-arrangement of a funeral for the benefit of

_____ ("Beneficiary"), whose date of birth is _____ and whose

social security number is _____ and whose address is: _____

1. At time of Beneficiary's death, Provider shall provide the following: _____

2. To pre-arrange this funeral, the Purchaser agrees to pay to the Provider or Trustee \$ _____ plus accumulated earnings, in the following manner: _____

3. Purchaser has paid \$ _____ upon execution of this agreement.

4. Purchaser authorizes Trustee to invest funds in a tax-exempt fund.

Initials of Purchaser: _____

5. Purchaser acknowledges the Seller has explained the terms of the contract.

Initials of Purchaser: _____

6. Purchaser acknowledges receipt of the Pre-need Booklet prior to purchase of this preneed contract.

Initials of Purchaser: _____

7. Purchaser acknowledges receipt of Statement of Funeral Goods and Services Selected, if the selection of merchandise and services has been made.

Initials of Purchaser: _____

8. I am signing this statement to waive and renounce my right to cancel this contract. I understand that the contract will be irrevocable and I will not be entitled to a refund of any money I have paid. (This is necessary for certain federal, state or local benefits eligibility.)

Signed: _____

CERTIFICATION: Under penalties of perjury, I certify (1) that the number shown on this form is my correct taxpayer identification number and (2) that I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

X Signature _____

Instruction: If you have been notified that you are subject to backup withholding due to failure to report all interest and dividends and you have not been advised by the Internal Revenue Service that backup withholding has terminated, you must strike out the language in number (2) above.

Purchaser

Date

Provider Representative

Provider is authorized to accept this agreement on behalf of IFDA Services, Inc., as Trustee. Trustee is a wholly owned subsidiary of the Illinois Funeral Directors Association, of which Provider is a member.

Provider

Address

(See the back of this page for additional agreement provisions)

9. Funds paid under this contract, plus accumulated earnings, are guaranteed to cover the final price of the merchandise and services contracted for. Additional charges may be incurred only for unexpected expenses, such as cash advance items, shipping of remains or designated honoraria.

10. Within ten (10) days after receipt by Provider, funds will be deposited with U.S. Bank Corp. ("Depository"), or its successor.

11. Within three (3) business days of Trustee receiving certificate of Beneficiary's death, Trustee shall pay to Provider the amount in Purchaser's account, provided the payments in Paragraph 2 have been made and neither the payments nor earnings have been withdrawn.

12. If the particular supplies and services specified in the pre-need contract are unavailable at the time of delivery, the provider shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship, provided Provider gives prior verbal notice of substitution to Purchaser or his or her assignee or duly authorized representative.

13. Trustee shall keep records of Purchaser's account until closed and upon request provide Purchaser with a statement of the balance and transactions.

14. Purchaser may cancel this agreement for any reason or change provider by giving written notice to Provider or Trustee. Within ten (10) days of receipt of notice, if no funeral goods or services are provided, Trustee will pay Purchaser the account balance after retaining a total amount equal to the lesser of 10% of payments made or \$300. Trustee may cancel by giving Purchaser written notice if Purchaser's payment is 30 days delinquent. Within ten (10) days of Purchaser receiving notice or 40 days after a Purchaser's payment is delinquent, Trustee shall pay Purchaser the account balance after retaining a total amount equal to the lesser of 25% of payments made or \$300. The retained amounts specified above may be changed only in accordance with the maximum amount allowed by the Illinois Funeral or Burial Funds Act.

15. For their administrative services and expenses, Trustee, Provider and Depository may be paid from the Purchaser's account an initial total amount equal to 5% of the purchase price of the services or merchandise, or 15% of the purchase price of outer burial containers or such other

amount as is authorized by the Illinois Funeral or Burial Funds Act. A total amount up to 25% of earnings on the trust fund deposited may be retained on an annual basis by the Trustee, Provider and Depository as compensation for custody and administration of the trust funds.

16. This Agreement is binding on the heirs, administrators, executors, successors and assigns of the parties and is subject to the Illinois Funeral or Burial Funds Act under which Provider is and will remain licensed and bonded.

17. Should Beneficiary's death occur other than Beneficiary's place of residence, additional charges for transportation of remains may be incurred.

18. In the event the Provider is unable to perform, such as may be due to an Act of God or any other reason, trust funds will be paid to the Beneficiary's estate for funeral expenses.

19. If this contract is in connection with an IN HOME SALE, **"YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."**

20. Funds withdrawn for reasons other than death may create a taxable event, and may cause adverse tax consequences to the Purchaser.

21. The Trustee and Provider shall obtain written approval from the Purchaser before investing funds in a life insurance policy or annuity on the beneficiary. Should such policy or annuity later be cancelled, the cash value may be much less than the refund provision of the trust account.

22. The Provider may not withdraw funds or initiate withdrawal of funds if this contract is irrevocable (see paragraph 8) or if all the funds are invested in a tax-exempt fund within five years of the contract date.

23. Provider does not warrant the merchandise or goods covered by this contract. The only warranty, if any, is the warranty issued by the manufacturer of the purchased merchandise or goods.