

Overnight Caskets Terms & Conditions

1. Definitions.

- a. "FSI" shall mean Funeral Services, Inc.
- b. "Purchaser" shall mean the party who signs and has the right to cancel this Agreement.
- c. "Beneficiary" shall mean the individual for whom the merchandise set forth herein are to be provided at the time of death.
- d. "Firm" shall mean Overnight Caskets.
- e. "Maturity" shall mean the death of the Beneficiary.
- f. "Delinquency" shall mean the failure of the Purchaser to make timely payments, scheduled on Page 1.
- g. "Default" shall mean the failure of the Purchaser to cure any Delinquency.
- h. "Annual Percentage Rate" shall mean the cost of the Purchaser's payments over time at a yearly rate.
- i. "Service Charge" shall mean the dollar amount to be paid by Purchaser for the benefit of making payments over time.
- j. "Set-Up Charge" shall mean the dollar amount to be paid by Purchaser for the benefit of establishing and maintaining a prearranged future merchandise agreement.
- k. "Remaining Balance Due" shall mean the total price of the purchase less any down payment and/or funds transferred from another agreement.
- l. "Total of Payments" shall mean the amount the Purchaser will have paid after all payments are made as scheduled.

2. Effective Date. This Agreement is made and entered into by and between the parties and is effective as of the date of the last signature hereto.

3. Completeness. Purchaser acknowledges that this Agreement was complete as to all essential terms prior to signing by Purchaser and that a copy thereof was, or will be, delivered to Purchaser.

4. Statement of Guarantee. If this Agreement was paid in full prior to Maturity, the prices on page 1 will be guaranteed. Firm shall accept all funds in trust for such items and no additional payment will be due. If this Agreement was not paid in full prior to maturity, all prices will be treated as non-guaranteed. The current retail prices, at Maturity will be charged and must be paid prior to the provision of the items.

5. Merchandise. Notwithstanding any provision of this Agreement, Firm reserves the right to substitute merchandise of equal quality and workmanship if the merchandise identified on page 1 is unavailable at Maturity.

6. Allocation of Payments. Each payment received on this Agreement shall be allocated first to Service Charges, then to other fees, and lastly to merchandise.

7. Method of Funding. Funds shall be deposited into trust pursuant to the law of the Commonwealth of Pennsylvania. You, the Purchaser, accept the terms and conditions of the Overnight Caskets Master Future Interment Trust Agreement for Pennsylvania and the terms and conditions therein and affirmatively authorize the commingling of trust funds related to this Agreement with trust funds related to other prearranged future merchandise agreements. The trustee for the trust funds is Regions Bank, 3773 Richmond Avenue, Suite 1100, Houston, TX 77046. Purchaser irrevocably assigns his or her right to change the trustee of the trust into which funds related to this Agreement are deposited to Firm. Separate accounting will be maintained for each prearranged future merchandise agreement sold by Firm. The Firm, as Settlor of the Trust into which funds are deposited, shall request that the trustee make an election pursuant to Section 685, Internal Revenue Code, under which the trust is responsible for the payment of any state, federal and local taxes due upon the income earned by the funds deposited pursuant to this Agreement.

8. Trust Investment. The trustee may determine that it is prudent to invest trust assets related to this Agreement in a life insurance policy or an annuity contract on the life of the Beneficiary. Purchaser states that, either, Purchaser is the Beneficiary of this Agreement or that Purchaser has the authority to authorize the purchase of a life insurance policy or annuity contract on the life of the Beneficiary and consents to such purchase by trustee.

9. Default by Purchaser. If prior to making the final payment on this Agreement, Purchaser shall default, Firm shall be entitled to retain as liquidated damages 30% of the retail sales price of the merchandise or services paid for by Purchaser. and shall refund any balance to Purchaser. By Firm: If Firm cannot or does to fulfill this Agreement promptly after the death of the Beneficiary and after request to do so, the family or next of kin of the Beneficiary, shall receive the funds in the Trust for this Agreement.

10. Relocation of Purchaser. After final payment on this Agreement, if Purchaser moves out of the state and upon written notice to Firm, Purchaser may cancel this Agreement prior to its fulfillment and shall receive from a refund of 70% of the retail sales price of the merchandise paid for by Purchaser.

11. Death of the Beneficiary. The trust principal shall remain invested in trust until such time as this Agreement is fulfilled, cancelled or defaulted. If this Agreement is in effect at Maturity, Firm shall file with the trustee or its agent documentation required by the Commonwealth of Pennsylvania evidencing the death of the Beneficiary. Upon receipt of same, trustee shall deliver all assets in trust related to this Agreement to the appropriate party.

12. Consultation. Firm reserves the right to consult with next of kin of Beneficiary or Purchaser.

13. Change of Deliver Address. After merchandise has been shipped, additional charges may be incurred if the delivery address is changed.

14. Change of Address. Purchaser agrees to notify the Firm of any change of address of either the Purchaser or the Beneficiary within 30 days of such change.
15. Notices. Any notice required to be given pursuant to this Agreement may be given by recognized overnight or electronic means with electronic acknowledgement forwarded by Firm.
16. Construction. This Agreement shall be construed under the provisions of Pennsylvania law. Any conflict between the terms of this Agreement and Pennsylvania law shall be resolved in accordance with applicable law. If any portion of this Agreement is determined to be invalid, void or unenforceable, the remainder of the Agreement will remain in full force and effect and will not be impaired or invalidated.
17. Entire Understanding. Subject to acceptance by the Firm, this Agreement shall be binding upon the successors, assigns and legal representatives of the parties and may only be amended in writing and executed by the parties. This Agreement, the trust established pursuant hereto and any related authorization forms executed by Purchaser and/or Beneficiary, shall constitute the entire agreement between the parties. The waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
18. Performance of Agreement. This Agreement shall be deemed a contract executed and fully performed in the Commonwealth of Pennsylvania. Delivery shall be deemed to occur at Firm's registered office in Pennsylvania. Firm has agreed to arrange, on behalf of Purchaser at Purchaser's expense as indicated on page 1, for transit to the Delivery Address, identified on page 1 or to be provided, and for insurance for damage in transit.
19. Regulator. The Pennsylvania Real Estate Commission, PO Box 2649, Harrisburg, PA 17105-2649 regulates the sale of prearranged future merchandise agreements.
20. WARRANTIES. THE ONLY WARRANTIES, EXPRESSED OR IMPLIED, GRANTED IN CONNECTION WITH THE MERCHANDISE SOLD PURSUANT TO THIS AGREEMENT, ARE THE EXPRESS WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTIES AND NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXTENDED BY THE FIRM.