

TRUST FUND. Funeral Home will deposit all funds, less any permitted amount it retains, in Financial Institution in trust. Financial Institution will pay out the Trust Fund as provided by Chapter 90, Article 13D, North Carolina General Statutes.

USE OF FUNDS. Funeral Home will provide services, facilities and merchandise at Funeral Home's rates at the time they are provided. If the funding of this contract is insufficient for payment in full, Beneficiary's representatives may direct (or must direct if contract is irrevocable) that the trust fund and its income and any amount retained by Funeral Home be credited against costs contracted for by the representatives. If not otherwise directed by terms of this contract, any balance after payment in full shall be paid to Beneficiary's estate.

DEFAULT. If Purchaser does not make a payment when due, Funeral Home may declare this contract terminated, and Funeral Home will be relieved from further liability. Unless withdrawn (if this contract is revocable), Trust Fund will remain in trust, and Funeral Home will keep any amount retained by it, until Beneficiary's death. Then, the provisions concerning insufficient funds, under USE OF FUNDS, will apply.

REVOCATION. If this contract is revocable, in order for Purchaser to revoke it, Purchaser must deliver to Financial Institution a written demand for a refund and Financial Institution must deliver a written notice of refund to Funeral Home within five business days.

RIGHTS RESERVED. If a labor dispute, strike, government action, fire, war, epidemic, other disaster, changes in products or other causes beyond its control prevent or delay Funeral Home from providing the services, facilities or merchandise, Funeral Home may make reasonable substitution of comparable services, facilities or merchandise, and it will not be liable for inconvenience, delay, emotional upset, pain and suffering, loss or damage experienced by Purchaser or Beneficiary, their estates, families, legatees, heirs or legal representatives.

RETENTION. If Funeral Home retained and did not deposit in trust a portion of the purchase price, and if there is no substitute funeral establishment, Funeral Home will give credit for the amount retained at the death of Beneficiary and performance of this contract.

SUBSTITUTION OF FUNERAL HOME. If this contract is irrevocable, Purchaser, or, after Purchaser's death, Beneficiary or Beneficiary's legal representative, may direct the substitution of another funeral establishment.

TRANSFER OF TRUST FUND TO ANOTHER FINANCIAL INSTITUTION. Funeral Home has the right to have Trust Fund transferred to another Financial Institution.

ENTIRE AGREEMENT. This form, together with the Standard Preneed Statement of Funeral Goods and Services Selected, contains the entire agreement between Purchaser and Funeral Home and supersedes and integrates all communications and other agreements relating to this subject.

AMENDMENTS. Any changes to this contract must be filed as a new contract, marked "CONTRACT AMENDMENT", with the NC Board of Funeral Service. Contract amendment shall not change the irrevocable clause or directive by Purchaser that all funds, along with growth, be used for the purchase of funeral services, facilities or merchandise.

EXCLUSION OF WARRANTIES. There are no warranties of merchandise or fitness for a particular purpose extended by Funeral Home. The only warranties, express or implied, which are granted in connection with the services and merchandise sold under this contract are the express written warranties, if any, extended by the manufacturers of the merchandise sold, and no warranties are expressed or implied by Funeral Home.

DISCLOSURE OF TRUST INFORMATION. The Purchaser and the Funeral Home agree that the Financial Institution is authorized to disclose any and all information concerning the Trust Fund directly to the Purchaser.

DISCLOSURES BY FUNERAL HOME. All disclosures required by the Federal Trade Commission or other provisions of federal and North Carolina law are attached to this contract.

RECOVERY FUND.

The NC Board of Funeral Service has a Recovery Fund to reimburse purchasers of preneed contracts who suffer financial loss as a result of the malfeasance, misfeasance, default, failure or insolvency of a preneed licensee.

WARNING

If this contract is irrevocable and used to qualify Beneficiary for any public assistance benefits, all monies may be required to be used for funeral services, facilities, and merchandise. You should carefully review those laws to assure compliance with those provisions.