

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

USE OF PURCHASE PRICE. Funeral Home shall be entitled to all funds on deposit, along with income and any unpaid balance of the purchase price when Funeral Home has fully performed this contract. If a percentage of the purchase price was paid for Non-Guaranteed Cash Advance Items and NC Sales and Use Tax listed on the Inflation-Proof Preneed Statement of Funeral Goods and Services Selected, Funeral Home shall apply up to an equal percentage of the total funds it receives to pay for Non-Guaranteed Cash Advance Items and NC Sales and Use Tax provided in performance of this contract. This percentage is determined by adding the Non-Guaranteed Cash Advance Items and the NC Sales and Use Tax (items C and D on the Inflation-Proof Preneed Statement of Funeral Goods and Services Selected) and dividing it by the cost of the Total Funeral Service (items A+B+C+D on the Inflation-Proof Preneed Statement of Funeral Goods and Services Selected). If the Trust Fund does not appreciate enough to cover the Non-Guaranteed Cash Advance Items and NC Sales and Use Tax, additional funds may be required to cover these expenses.

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 Unless withdrawn (if this contract is revocable), Trust Fund will remain in trust, and Funeral Home will keep any amount retained by it, until Beneficiary's death.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, Funeral Home is not obligated to provide items listed in this contract at the contract purchase price. In such cases of insufficient funds, Funeral Home will credit toward the at-need retail price the available funds. Any remaining balance will be due Funeral Home when the contract is performed.

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 home, 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 a funeral establishment to provide equal service, facilities and merchandise at substitute funeral establishment's current price.

TRANSFER OF TRUST FUND TO ANOTHER FINANCIAL INSTITUTION. Funeral Home has the right to have Trust Fund transferred to another Financial Institution. If this contract is revocable, Funeral Home must notify Purchaser before the transfer. Form PN-4 must be used for this purpose.

ENTIRE AGREEMENT; AMENDMENTS. This form, together with the Inflation-Proof Preneed Statement of Funeral Goods and Services Selected, which must be attached to this contract, contains the entire agreement between Purchaser and Funeral Home and supersedes and integrates all communications and other agreements relating to this subject. 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.

INFLATION-PROOF PRENEED STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

This statement of disclosure is provided under the requirements of North Carolina G.S. 90-210.25(e). Also, the Federal Trade Commission requires this form. The Funeral Home is licensed by the NC Board of Funeral Service whose mailing address is 1033 Wade Avenue, Suite 108, Raleigh, NC 27605-1158. <https://ncbfs.org/>

While the costs of goods and services are not guaranteed with an Inflation Proof Preneed Funeral Contract, the Funeral Home agrees to provide all items, except the Non-Guaranteed Cash Advance Items and NC Sales and Use Tax, without receipt of additional sums from the Purchaser and without regard to whether there are sufficient funds available in the trust or insurance policy when the items are provided.

Funeral Home _____ Preneed Establishment License Number _____

Name of Beneficiary _____ Date _____

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

A. CHARGE FOR PROFESSIONAL SERVICES, FACILITIES AND EQUIPMENT

- Basic Services of Funeral Director and Staff and Overhead \$ _____
- Embalming \$ _____
- Other Preparation of the Body \$ _____
- Use of Facilities and/or Staff for Visitation/Viewing \$ _____
- Use of Facilities and/or Staff for Funeral Ceremony \$ _____
- Use of Facilities and/or Staff for Memorial Service \$ _____
- Use of Equipment and/or Staff for Graveside Service \$ _____
- Transfer of Remains to Funeral Home _____ miles radius \$ _____
- Hearse \$ _____
- Limousine or other Family Vehicle \$ _____
- Other Autos \$ _____
- Forwarding of Remains to another Funeral Home \$ _____
- Receiving Remains from another Funeral home \$ _____
- Direct Cremation \$ _____
- Immediate Burial \$ _____
- Package Plan _____ \$ _____

(package name)

- Additional Services, Facilities, and Equipment (Specify) _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

Total Additional Services, Facilities, and Equipment \$ _____

TOTAL SERVICES, FACILITIES AND EQUIPMENT \$ _____

B. CHARGES FOR MERCHANDISE

Casket (Specify manufacturer, model, material, color, interior fabric and color) \$ _____

Outer Burial Container (Specify manufacturer, model, and material) \$ _____

- Additional Merchandise (Specify):
- _____ \$ _____
 - _____ \$ _____
 - _____ \$ _____
 - _____ \$ _____
 - _____ \$ _____
 - _____ \$ _____

TOTAL MERCHANDISE \$ _____

C. NON-GUARANTEED CASH ADVANCE ITEMS

We charge you for our services in obtaining those items marked with an "X"

- Obituary notices \$ _____
- Cemetery charges \$ _____
- Certified copies of death certificate \$ _____
- Flowers \$ _____
- Crematory charges \$ _____

TOTAL NON-GUARANTEED CASH ADVANCE ITEMS \$ _____

D. NC SALES and USE TAX \$ _____

TOTAL CASH ADVANCE ITEMS AND NC SALES and USE TAX \$ _____

E. OTHER (Specify) _____ \$ _____

TOTAL FUNERAL SERVICE (A+B+C+D+E) \$ _____

Disclosures: NC law does not require the purchase of any funeral goods or services (except a cremation container is required for cremations). If any other cemetery, or crematory requirement has required the purchase of any of the items listed above, we will explain the requirement

Reason for embalming _____

By writing initials, Purchaser acknowledges that a current casket and outer burial container price list was shown prior to discussing prices. A current General Price List was given to the purchaser for retention.

Executed at _____, NC Date _____

Signature of Purchaser _____

Signature of preneed licensee _____ License Number _____

NCBFS ISG&S 10/03(rev.12/12) Original remains with Funeral Home preneed file. -Copy to Purchaser -Copy to NCBFS -Copy to Financial Institution or Insurance Company.