

rent value of Purchaser's trust account and current retail price(s) and charges. Extra charges must be assumed and paid by a survivor, Purchaser's estate, etc.

TRANSFER OF AGREEMENT TO NEW SELLER

The Purchaser has the absolute right to designate any successor seller as the provider of merchandise under this Agreement, provided, however, that such a transfer of this Agreement and the rights and obligations hereunder shall not be effective without the consent of the new seller. A new seller accepting transfer of this Agreement is required to honor this Agreement without modification or extra charge, except as specifically provided herein. The Seller and Purchaser agree to honor all provisions of Ind. Code 30-2-13-13 regarding transfer of preneed contracts.

APPLICATION OF FUNDS PAID BY PURCHASER

At such time as this Agreement becomes irrevocable, the Seller is obligated to deposit all consideration paid by Purchaser to the Master Choice® Trust. The cash delivered to Seller as consideration for this Agreement will be irrevocably held in trust by the Trustee until such time as Seller delivers one or more of the items of merchandise specified in this Agreement. The value of the trust account maintained for Purchaser under this Agreement is the sole source of compensation for Seller and when Seller delivers any item(s) of merchandise subject to this Agreement, it must apply to the Trustee for payment from cash/investments on deposit. If, at time of death or final disposition, the value of the Purchaser's trust is greater than Seller's current retail prices for the merchandise to be delivered under this Agreement, the Seller shall retain any excess amounts held in the Purchaser's trust or, only if required, shall pay to the office of Medicaid Policy or the Purchaser's estate.

FEES/COMMISSIONS PAID TO SELLER

Seller may elect to charge and receive from trust, within 10 days after this Agreement becomes irrevocable, the amount if any specified in the Agreement not to exceed 10% of Seller's original cost of all merchandise sold under this Agreement.

Seller and Purchaser understand that no fees or charges may be paid to or received by Seller except as specifically set forth herein.

TRUST ACCOUNT INFORMATION/ADOPTION AGREEMENT

The Purchaser under this Agreement agrees to become a participant in the Master Choice® Trust Agreement between the Seller and Fifth Third Bank, Indiana (Southern), as Trustee. The Purchaser acknowledges receipt of a summary copy of the Master Choice® Trust Agreement and acknowledges his/her willingness to become a participant and have all funds or property paid as consideration for this Agreement deposited into trust under and pursuant to the terms and provisions of the Master Choice® Trust Agreement. Further, the Purchaser understands that the trust to be established under this Agreement, and the Master Choice® Trust Agreement, are irrevocable and that the Purchaser is bound by all provisions of the same. The Purchaser further understands that the cash paid to Seller to fund this Agreement is to be irrevocably delivered into trust. The Purchaser acknowledges that any and all cash that is initially deposited to trust will continue to be held in trust except for the amount which the Seller may elect to receive from trust pursuant to the preceding paragraph. Further, Purchaser understands that all interest earned on the trust or any appreciation in value of assets held in trust will continue to be held in trust without any distribution to either Seller or Purchaser, except as specifically provided herein. Further, the Purchaser acknowledges that the Trustee is authorized to charge certain fees for its services and other charges, all as authorized by IC 3021318. Further, the Purchaser understands that the Seller is designated as the ultimate beneficiary of the trust and that a separate account will be maintained in the name of each Purchaser and that any interest, dividend, or accumulation in such account will be reinvested and added to the principal of the Purchaser's account and that the assets of several, separate accounts may commingled for investment purposes. Because the Seller is the guarantor of delivery of all services and/or merchandise sold under the Preneed Contract, the Purchaser waives and releases any and all claims against Seller, the Trustee Agent and/or Hightower Services, Inc.,

regarding fluctuation and/or loss of market value of Seller's trust account. The Purchaser also understands that when the Seller submits proof of delivery of all merchandise subject to this Agreement, the Trustee is authorized to remit to Seller the full present value of the Purchaser's trust, including all of the accumulated interest at such time as this Agreement is performed in full. Further, the Purchaser acknowledges that the provisions of this Agreement govern the ultimate distribution of the Purchaser's trust and the application and allocation of any excess amounts. Purchaser further agrees that in the event of the absence and/or failure of the Master Choice® Trust Agreement to which reference is made in this paragraph of the Agreement, this paragraph of the Agreement shall constitute the Purchaser's irrevocable trust and otherwise govern the relationship of the parties.

GOVERNING LAW

This Agreement is governed by and established pursuant to IC 30-2-13-1, *et seq.*, effective as of July 1, 1999, and as may be later amended. This Agreement will be construed in accordance with and governed by the laws of the State of Indiana.

CHANGE IN DESCRIPTION OF MERCHANDISE

Purchaser understands that during his/her lifetime, he/she may change the description of merchandise to be provided by Seller and select merchandise different from that currently set forth in the *Irrevocable Prepaid Casket Contract*. Additionally, the Purchaser understands that he/she may add other sums or property to the principal of his/her trust in such amounts as are necessary to cover the cost of expanded or changed merchandise as may be later selected by Purchaser. Provided, however, the Purchaser shall not have any right to withdraw income or other property from the trust account established for his/her benefit, or to otherwise reduce the trust account for any reason. Purchaser understands that any change in the description of merchandise may only be instituted by the Purchaser.

MISCELLANEOUS

- A. This Agreement shall bind the heirs, successors and legal representatives of the parties.

- B. If any provision hereof is for any reason declared invalid or illegal, such action shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.
- C. This Agreement and the Irrevocable Prepaid Casket Contract (the "Prepaid Casket Contract") together constitute a single agreement. In the event of a conflict between the terms of the two agreements, the terms of the Prepaid Casket Contract shall control.

**YOUR RIGHTS UNDER YOUR
IRREVOCABLE PREPAID CASKET
CONTRACT**

**THE MASTER CHOICE®
FUNERAL PLAN**

*An Explanation of the Indiana Preneed Act
And How it Affects Your Master Choice®
Irrevocable Funeral Trust Agreement*

This document titled "Your Rights Under Your Irrevocable Prepaid Casket Contract" is an agreement between you as Purchaser, Abbey Casket as "Seller" and is part of your Irrevocable Prepaid Casket Contract.

**ASSESSMENT OF EXTRA
CHARGES/EXCEPTIONS TO FULL DELIVERY**

Except in the event of the occurrence of one or more of the exceptions listed below, this Agreement and the merchandise sold hereunder and as listed on Seller's *Irrevocable Prepaid Casket Contract*, are fully guaranteed and are paid in full with no extra charges due or payable at time of delivery. The exceptions are:

- (1) An installment contract funded with cash is guaranteed to the extent of the cash paid at the time of death of the individual for whom services or merchandise is to be provided.*
- (2) Transportation expenses incurred while transporting your casket a distance greater than 25 miles from the Seller's place of business in Saint Meinrad, Indiana, plus services and merchandise necessary to the transport of the casket.*
- (3) Cash advance items, if any are noted in the Contract, are guaranteed to a level equal in value to the total value of Purchaser's trust account at the time of delivery multiplied by the percentage of the total original contract price represented by cash advance items.*

In the event one or more of these exceptions apply, the Seller may elect to reduce in value the items of merchandise to be delivered, or may charge such additional sums as are necessary to make up any difference between the cur-