

PART II

OTHER TERMS AND CONDITIONS OF THE PRE-NEED AND INDIVIDUAL TRUST AGREEMENT

In addition to the terms and conditions of the other side of this Agreement, You and the Funeral Home also agree to the following:

1. Creation of Trust. You authorize and direct the Funeral Home, as Your Agent, to establish an individual trust (the "Trust") with a bank as trustee (the "Trustee") on Your behalf. The Funeral Home will transfer all cash payments You make and life insurance policies You assign under this Agreement into the Trust. The Trust will be administered and the money in the Trust invested under a master pre-need agreement (the "Master Trust"). If the Funeral Home so directs the Trustee, such investments may include investment in annuity contracts issued by insurance companies. Under the Master Trust the Trustee, at the direction of the Funeral Home or appointment of an Investment Manager, invests the funds of a number of separate Pre-Need Funeral Trusts which have been established through the Funeral Home. The Funeral Home will provide You with a copy of Trustee's acceptance of the Trust and the Master Trust if You ask for one. Any dividends paid on any life insurance policies assigned to the Trust will be used to acquire additional insurance under the policy if the policy so provides.

2. Transfer of Payments. The Funeral Home will transfer the total amount of each payment received to the Trustee within ten (10) calendar days after You pay the Funeral Home. After the money is deposited in the Trust, it is invested under the terms of the Master Trust and this Agreement. The terms of the Master Trust apply to this Agreement and the money You pay to the Funeral Home pursuant to this Agreement.

3. Default. If you fail to make any installment payment and your contract is revocable, the Funeral Home will instruct the Trustee to refund to You the current market value of all the monies, together with income earned less fees. The trust will reassign any insurance policies in the Trust to you.

If you fail to make any installment payment and your contract is irrevocable and the funeral home chooses not to perform or if you choose the monies may be moved to a successor trustee of your choice within 30 days of notification to such trustee by you. The trust will reassign any insurance policies in the Trust to you. In the event of death the monies will be paid to the performing funeral director or dispersed by Order of Court.

4. Termination of Trust Agreement. An irrevocable trust created by You cannot be terminated unless by Order of Court.

The Statement of Funeral Goods and Services can be cancelled or terminated by You at any time prior to the death. If the trust agreement is irrevocable and you choose to move your funds, all monies in the trust must be transferred to another qualified Trustee within 30 days of notification by You. Notice of termination/cancellation as well as instructions regarding the successor Trustee must be mailed to the Funeral Home and Funeral Home must acknowledge same in writing.

If the Trust is revocable and you choose to terminate/cancel the Trust and the Statement of Funeral Goods and Services, all monies in the Trust will be returned to you within 45 working days of written notice to the Funeral Home. If your monies were placed in an annuity contract You may incur penalties for early withdrawal.

Important Notice: If you are pre-planning in conjunction with the spend down process in order to qualify for Medicaid or other government benefits, you should be aware that cancellation of this contract may jeopardize your eligibility and/or result in the government's entitlement to a refund.

5. Price Protection Option. If the funeral selected is "Guaranteed", then the Funeral Home must provide the Services and Merchandise or the Cash Advances set forth on The Statement of Funeral Goods and Services form (Exhibit A), but only if all the payments to be received from You and other sources listed in this Agreement are received by the Funeral Home. If all of those amounts are not received by the Funeral Home, then You must pay the difference between all amounts listed on the front of this Agreement and the amounts actually received by the Funeral Home. You must pay the Total Sale Price on or before the date the Services are rendered, Merchandise is provided and arrangements are made for the Cash Advance items. The Funeral Home will receive all amounts in the Trust whether or not such amounts are more or less than the prevailing charges for the Services and Merchandise or the Cash Advances.

If the funeral selected is "Not Guaranteed", then the Funeral Home will provide the Services and Merchandise or the Cash Advances listed on Exhibit A at the prices prevailing when the Services and Merchandise or the Cash Advances are provided. You will receive credit against the prevailing prices for all payments You have made under this Agreement, for all net income earned by the Trust, the death benefit and any other amounts paid under any insurance policy assigned to the Trust, and all other amounts received by the Funeral Home on Your behalf. The Funeral Home does not have to perform the Services or deliver the Merchandise or make arrangements for the Cash Advance items unless there are sufficient funds available to pay for such Services and Merchandise or the Cash Advances at the time they are to be provided.

6. Services Not Covered. This Agreement is not for the purchase or care of a cemetery lot, mausoleum space, columbarium space or other places of burial.

In addition to the Purchaser's payment of the Total Sales Price, the Beneficiary's estate or survivors will be responsible, under the circumstances described below, for paying the additional fee, if any, that the Funeral Home customarily charges at the time of the Beneficiary's death for providing service on a Saturday, Sunday or a legal holiday if the Beneficiary's funeral is held on one of those days.

7. Death Outside of Service Area. You authorize the Funeral Home to make transportation arrangements to the Funeral Home if the Beneficiary dies outside the Service Area. The actual cost of transportation and any other reasonable amounts paid by the Funeral Home in connection with such arrangements will be paid by the Beneficiary's estate or survivors.

8. Rights Reserved. If the Funeral Home is prevented from or delayed in providing the Services because of circumstances beyond its control, such as a labor dispute, strike, government action, epidemic, fire, or other disaster or the unavailability of Merchandise, it may make a reasonable substitution of comparable Services and Merchandise and will not be responsible for any inconvenience, delay, loss or damage to You, the Beneficiary's family, or their legal representatives caused by such substitution.

9. Change of Beneficiary. The Beneficiary of this Agreement and Trust created pursuant to it is the person for whom the funeral Services and Merchandise will be provided upon his or her death. You are the Beneficiary unless You designated

someone else as the "Beneficiary" on the front of this Agreement. If You checked the "Revocable" box on the front of this Agreement, then You may change the Beneficiary of this Agreement and Trust at any time by providing written notice to the Funeral Home and the Trustee unless the Trust's assets are invested in an annuity contract or unless the Trust is funded with a life insurance policy on the life of the original Beneficiary.

10. Change of Trustee. The Funeral Home and the Pennsylvania Funeral Directors Association (PFDA) and the purchaser may change the Trustee to a qualified successor trustee. In the event of such change, the consumer will be notified of the name and address of the new Trustee by the prior Trustee. Change of Trustee by the consumer will occur pursuant to the procedure outlined in Paragraph 4.

11. Appointment of Agent. You appoint the Funeral Home as Your agent to do the following things on behalf of You or the Beneficiary:

- (a) Execute and establish the Trust under the Master Trust with the Trustee;
- (b) Change the Trustee as permitted under the Master Trust or this Agreement;
- (c) Amend the Master Trust as permitted under the Master Trust Agreement or this Agreement;
- (d) Make certifications to the Trustee for the withdrawal of funds as permitted under the Master Trust; and
- (e) Take all actions necessary to obtain the death benefits under any insurance policy assigned to this Trust, apply policy dividends to the death benefit under the life insurance policy, and otherwise take such actions as it deems necessary regarding any such insurance policies.
- (f) Take any other action that may be necessary or appropriate to carry out this Agreement or the Master Trust.

12. Substitution of Merchandise. If the Merchandise is not readily available at the time of death of the Beneficiary, the Funeral Home may substitute other merchandise that is of substantially similar or better quality. The Funeral Home will determine whether the substitute merchandise is of substantially similar or better quality.

13. Taxes. Under the current Internal Revenue Service rulings, You may be subject to federal and state income taxes on any income earned by the Trust during the life of the Beneficiary. No distributions will be made from the Trust to enable You to pay such taxes.

You hereby authorize the Trustee to pay any taxes that may be imposed on the Trust or its assets. You agree that neither the Trustee or the Funeral Home shall be liable for any payment of taxes by the Trust.

14. Change of Address. You agree to promptly notify the Funeral Home and Trustee of any change of Your address or the Beneficiary's address.

15. Protection of Trustee. You agree for Yourself and the Beneficiary that no claim of any kind shall be made against the Trustee for anything the Trustee does in reliance on any written instruction that appears to be binding on the Trustee including the Trustee's compliance with the Funeral Home's or Investment Manager's investment directions. You agree for Yourself and the Beneficiary that the Trustee will not be liable to anyone for any action taken or not taken under this Agreement unless the Trustee acts in a grossly negligent manner or intentionally does something the Trustee knows to be unauthorized.

16. Provision Regarding Life Insurance Policies:

- (a) Under no circumstances will the Funeral Home or Trustee be responsible to pay any premiums on any life insurance policies assigned to the Trust; it is intended that this Trust be funded only with fully "paid-up" life insurance on the life of the Beneficiary.
- (b) The Trustee shall own all incidents of ownership, rights, powers, interest and benefits of any kind on account of any insurance policies assigned this Trust.
- (c) Upon the death of the Beneficiary or the earlier maturity of any insurance contracts payable to the Trustee, the Trustee shall collect the proceeds and the benefits thereof. The Trustee shall furnish the necessary proofs of death to the insurance companies. The Trustee may, but shall have no duty to, take any and all steps which it deems necessary or appropriate for the collection of such proceeds and benefits or to keep the contracts in effect during the lifetime of the Beneficiary, including the institution of proceedings at law or in equity, and it shall be entitled to indemnify itself out of any property held in trust for all expenses incurred by it in connection therewith. The Trustee is further authorized to compromise and settle any and all claims arising out of the insurance contracts or any of them on such terms and conditions as it deems advisable, and the decision of the Trustee shall be binding on all interested parties. The Trustee shall be authorized to give the respective insurance companies all of the necessary and proper releases and acquittances in full discharge of all of their liabilities under such policies. No insurance company that has issued or shall issue a contract of insurance subject to this Agreement shall have any obligation to inquire into the terms of this Agreement or see to the application of the proceeds or benefits of such contract. The receipt of the Trustee to any such insurance company shall effectively release the insurance company from any liability as a result of such contract and shall be binding upon all parties.

17. Miscellaneous.

(a) This Agreement and Trust is made in the Commonwealth of Pennsylvania. It is intended to comply with the Pennsylvania Funeral Director Law (Act of January 14, 1952, P.L. 1898, as amended) and the rules and regulations issued under that Law and shall be interpreted in accordance with such Laws. Any questions about the terms of this Agreement will be interpreted so as to comply with Pennsylvania Law. Without limiting the generality of the foregoing, the interest or earnings on all payments received and invested by the Trustee shall be retained in the Trust with the principal amount and shall be held, accounted for and transferred in the same manner at the Trustee's address which has been given to You with this Agreement.

(b) All notices that You and the Funeral Home send to each other must be in writing. Any notices must be delivered in person or mailed by first class mail. Notices to the Trustee must be given in a similar manner at the Trustee's address which has been given to You with this Agreement.

(c) This Agreement and the documents referenced in this Agreement contain the entire contract between You and the Funeral Home. This Agreement binds You and Your heirs and personal representatives and the Beneficiary. It also binds the Funeral Home, its successors and anyone to whom the Funeral Home assigns this Agreement.

SecurChoice™

(a pre-arranged funeral program administered and endorsed by the Pennsylvania Funeral Directors Association)

PART III

Pre-Need and Individual Trust Agreement ("The Agreement")

This Agreement is made this _____ / _____ / _____ by and between
DATE

Funeral Home _____
NAME

Address _____
BUSINESS ADDRESS

and the Purchaser _____ (M) (F)
(hereinafter "You") NAME D/O/B SOCIAL SECURITY #

for the Benefit of _____ (M) (F)
(if Beneficiary ADDRESS
is different from NAME D/O/B SOCIAL SECURITY #
the Purchaser)

ADDRESS

INVESTMENT DIRECTION FORM

This Investment Direction is made in connection with a Pre-Need and Individual Trust Agreement between the Funeral Home and Purchaser noted above:

MUTUAL FUNDS

Funeral Home hereby directs that all monies contributed pursuant to the above-captioned SecurChoice™ Pre-Need and Individual Trust Agreement ("Pre-Need Agreement") and held by PNC Bank, National Association ("PNC Bank") under agreement with the Pennsylvania Funeral Directors Association ("PFDA"), be invested as indicated below. Funeral Home agrees that any failure to make a selection constitutes a direction to invest 100% of the monies in the BlackRock Liquidity Temp Fund – Institutional Class. Monies may be invested in one mutual fund or split among two or three mutual funds and one of the funds must be the BlackRock Liquidity Temp Fund – Institutional Class, even if the investment percentage is zero. Indicate below the percentage to be invested in each of the mutual funds; the percentages must total 100%. (does not include annuity options)

- _____ BlackRock Liquidity TempFund - Institutional Shares
- _____ American Century Strategic Allocation: Conservative Fund – Investor Class
- _____ BlackRock Low Duration Bond Portfolio - Institutional Shares
- _____ BlackRock U.S. Government Bond Portfolio - Institutional Shares
- _____ Federated Equity Income Fund, Inc. Class A Shares
- _____ Fidelity Asset Manager 50% Fund
- _____ Fidelity Investment Grade Bond Fund
- _____ Fidelity Magellan Fund
- _____ Gabelli Utilities AAA

Funeral Home understands these mutual funds are not managed by PNC Bank, although the BlackRock Funds and BlackRock Liquidity Funds are managed by an affiliate of PNC Bank, and PNC Bank has no responsibility or liability for the selection made by the Funeral Home or for the performance of any of the mutual funds. Further, Funeral Home for itself and its successors and assigns hereby agrees to hold harmless, defend and indemnify PNC Bank from and against any and all liability and responsibility due to Funeral Home's investment in any of the mutual funds and for Funeral Home's obligation to provide the funeral selected by the Purchaser, regardless of the performance of any Investment.

Funeral Home understands that securities available through PNC Bank including shares of mutual funds, are not backed by or guaranteed by PNC Bank, National Association or its affiliates and are not bank deposits, nor are they insured by, issued by, guaranteed by or obligations of the FDIC or Federal Reserve Board. Such securities involve investment risks, including possible loss of value. An investment in money market mutual funds is neither insured nor guaranteed by the U.S. Government and there can be no assurance that such funds will be able to maintain a stable asset value of \$1.00 per share. For more complete information about any mutual fund selected, including charges and expenses, Funeral Home will refer to the prospectus. Funeral Home acknowledges (i) that it understands the information set forth herein and (ii) receipt and review of the prospectus for any mutual fund selected.

Funeral Home understands that this selection will remain in effect until changed by Funeral Home by submitting a revised Investment Direction Form (properly executed) to PFDA. Currently, investment directions may be changed on a calendar quarter basis.

ANNUITY

_____ The Funeral Home hereby directs the investment of all funds in an individual fixed annuity contract issued by Funeral Directors Life Insurance Company. Make check payable to PNC Bank, Trustee

Funeral Home hereby agrees that no claim or demand of any kind or nature whatsoever shall be made upon or asserted against PNC Bank as a result of any direction with respect to such annuity given by Funeral Home and should any such demand or claim be made, Funeral Home shall defend, indemnify, and hold Trustee harmless.

Funeral Home understands that this selection will remain in effect until the death of the annuitant. A change of investment before the death of the annuitant will most likely result in a penalty assessed by the insurance company for early withdrawal.

LIABILITY WAIVER

The undersigned has the authority on behalf of the Funeral Home to direct PNC Bank to invest the monies received by the Funeral Home pursuant to the Pre-Need Agreement in one or more investments (including mutual funds, insurance and annuity contracts) (the "Investment Options") selected hereunder. The Funeral Home is aware of the risks of investing in each of the Investment Options and the risks of withdrawing amounts from certain of them prior to maturity, if applicable. The Funeral Home assumes all liability to provide the Services and Merchandise to be obtained under the Pre-Need Agreement to the extent guaranteed under the Pre-Need Agreement, regardless of the results of investment in the Investment Options. The Funeral Home releases, relieves and agrees to hold harmless and defend PNC Bank and PFDA and their respective agents, officers and directors, from any and all liability as it relates to the investment results of the Investment Options selected by the Funeral Home and for Funeral Home's obligation to provide the funeral selected by the Purchaser, regardless of the performance of any Investment Option.

PRINT NAME OF FUNERAL HOME

By: FUNERAL DIRECTOR'S SIGNATURE

PRINTED NAME & TITLE