+2627

Gelnett, Wanda B.

From:Jewett, John H.Sent:Friday, October 12, 2007 3:14 PMTo:Gelnett, Wanda B.Subject:FW: Proposed Pre-Need Funeral Regulations

RECEIVED

2007 OCT 15 AM 7: 34

NDEPENDENT REGULATORY REVIEW COMMISSION

Please add this email and the attachment to the "proposed comments" file for "2627.

----Original Message----From: Ernie Heffner [mailto:ernieheffner@hotmail.com]
Sent: Friday, October 12, 2007 5:30 AM
To: msturla@pahouse.net; mtremmel@pahouse.net; cline@pahousegop.com; ssaylor@pahousegop.com
Cc: jkutz@postschell.com; Jewett, John H.; Wilmarth, Fiona E.; Emery, Heather; dmorabito@state.pa.us; mrgnplant@aol.com
Subject: Proposed Pre-Need Funeral Regulations

To: The House Professional Licensure Committee and Staff From: Ernie Heffner

In as much as I have copied all of you on my October 1st, 2007 letter to Arthur Coccodrilli, Chairman, IRRC, I am providing a copy of additional information provided by Attorney Jim Kutz on October 11th in response to a request by IRRC for more information.

I believe you will find the attached documentation to be further compelling, if not outrageous, evidence that Proposed Pre-need Regulation # 16A-4815 (Pre-Need Funeral Arrangements) published 8.25.07 and Proposed Pre-need Regulation # 16A-4816 (Pre-Need activities of unlicensed employees) published 9.29.07 are anti-consumer and anti-trust.

You will find that statements in the attached letter may seem like allegations and accusations in that are almost unbelievable were it not for the fact that you will also find the evidence documentation included.

These proposed regulations are nothing more than the ongoing protectionist scheme of a licensing board under the regulatory capture of a dubious non-profit trade association and their wholly owned for profit subsidiary, which you may recall pays kick backs to certain participating funeral directors.

Thank you for taking the time to read the attachment. Sincerely,

Ernie

Ernie Heffner Licensed Funeral Director Heffner Funeral Chapel & Crematory 1551 Kenneth Road, York, PA 17408 717-767-1551



17 North Second Street ECEVED 12th Floor Harrisburg, PA 17101 1601 717-731-1970 Main 717-731-1985 Fax www.postschell.com

James J. Kutz

ikutz@postschell.com

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Via Hand Deliverv

October 11, 2007

John H. Jewett Regulatory Analyst Independent Regulatory Review Commission 14th Floor, Harristown 2 333 Market Street Harrisburg, PA 17101

RE: Request for Documentation Re: Approved Pre-Need Contracts - Bean Decision

Dear Mr. Jewett:

In your recent e-mail, you had asked whether we could provide you with the "two pre-paid burial contracts" as they were referenced in the July 22, 2004 Opinion of the *En Banc* Commonwealth Court in the matter titled <u>Bean v. Department of State</u>. I am providing herewith your requested information, along with some related information. Allow me to put the documents in perspective, noting that I have handwritten paginated each of them.

Page 1 is an April 24, 2000 letter from the President of the Bean Funeral Home to the Department of State, wherein a proposed pre-need agreement is submitted for review and approval by the Board per the current Regulations of the Board.

Page 2 is a May 9, 2000 letter from Board Counsel advising that the submitted documentation "is in compliance with the Funeral Director Law...".

Pages 3, 4, 5, 6, and 7 represent the pre-need documentation that was the subject of the <u>Bean</u> submission and the Board approval. As this document is double-sided, please be sure to note the reverse side. Page 3 constitutes the initial part of the Security Agreement and you will note in the lower right-hand side of that document a three-day right of cancellation clause (which was approved by the Board). Page 4 is a listing of various funeral options, not necessarily related to any issue currently pending. Page 5 is the Statement of Funeral Goods and Services and the reverse side, Page 6, is, again, a listing of options. More importantly, however, I direct your attention to Page 7 (the last page of the approved pre-need agreement) and Paragraph 2 of the "General Provisions" relating to "Cancellation or Termination". Specifically, this pre-need agreement, submitted by Mr. Bean and approved by the Board, provides as follows:

ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C. A PENNSYLVANIA PROFESSIONAL CORPORATION John H. Jewett October 11, 2007 Page 2

> Except for Buyer's three-day right of rescission set forth above, Buyer may not cancel this Security Agreement.

Simply stated, Pages 1-7 constitute the unequivocal approval by the State Board in calendar year 2000 of a pre-need agreement which contained an irrevocability provision but for the Unfair Trade Practices Act three-day right of rescission. Mr. Bean relied on this approval and entered into numerous pre-need agreements utilizing this form and believing that his approved contract was indeed approved for use.

Mr. Bean was also a member of the Pennsylvania Funeral Directors Association until recently, and in conjunction with that relationship, he utilized, at times, PFDA's for-profit affiliate, SecurChoice, for purposes of effectuating pre-need agreements and trusting the monies paid pursuant thereto. Pages 8-10 of the enclosed attachments represent the SecurChoice pre-need agreement which was in place and was utilized broadly by all PFDA members up until PFDA decided to rewrite the terms of its SecurChoice agreement in July, 2002. Notably, you will see that, on page 8 (the initial page of the SecurChoice agreement) there is an option to have the preneed agreement "irrevocable" and, indeed, a specific box exists to check that category. Then, if you proceed to Page 9 (the reverse side of Page 8), you will see a "Termination" clause at Paragraph 4. That clause, although it speaks for itself, allows for termination of the pre-need agreement under two conditions, the first being if the customer checked the "revocable" (as opposed to the irrevocable) box on the front of the agreement, and the second condition being that the customer moved outside the Commonwealth of Pennsylvania. In other words, unless one of those two conditions existed, the agreement was not subject to termination by the customer. Of equal note, your attention is directed to other portions of the termination clause which expressly provide that, if there is a termination of the agreement, the funeral director is required to refund "all the money you have paid under this agreement", meaning that the consumer is assured that he will receive the same amount of monies upon termination as he paid initially at the time he or she entered into the agreement. At the same time, there is a clause allowing the funeral home to terminate the agreement but, again, that option would exist only if the customer elected the revocable option. Finally, and of particular importance, Paragraph 4 provides that, aside from the three-day right of rescission, and except for those two instances where the customer either moves out of state or has elected revocability, the customer "cannot terminate this agreement or the trust created pursuant to it."

The essence of pages 1-10 constitute irrefutable proof that the Funeral Board had approved as late as calendar year 2000, pre-need agreements which, by their terms, could be irrevocable. More importantly, these approved contracts were not only contracts drafted by individuals (as in the case of Mr. Bean), but also pre-need agreements utilized by PFDA. Again, Mr. Bean, relying upon the Board's approval of the SecurChoice contract, entered into an irrevocable pre-need agreement on numerous occasions.

Thus, even though it was your request that I provide the enclosed information, I think it is noteworthy that today, PFDA urges your office to approve Regulations which are completely

contrary to the pre-need agreements which PFDA had been using for years and for which they had asked State Board approval; *i.e.*, contracts that permitted irrevocability of obligation between the customer and the funeral home. Indeed, as Page 11 demonstrates, PFDA's SecurChoice would tender pre-need monies to its trustee, PNC, noting that the funds should be placed in the "irrevocable [master] trust".

Now, you may wonder why I include this April 9, 1999 SecurChoice confirmation to Mr. Bean's customer, confirming that \$6,500 was placed into PFDA's irrevocable trust. The answer is that this \$6,500 is invested and can result in a reduced value if the investment experience for the account is negative. Indeed, that is precisely what happened with SecurChoice's trust account for the identified customer of Mr. Bean. Specifically, attached as Page 12 is a check which SecurChoice cut for \$3,763.51, this representing the value of the customer's trust account as of January 2, 2003, the date that that customer died. In other words, although the funeral director received \$6,500 in 1999 in exchange for irrevocably committing to perform certain funeral services upon the death of the customer, at the time of her death, the account had dwindled by some \$2,200, thus causing the funeral director (in this case, Mr. Bean) to be required to provide services and merchandise now in excess of \$6,500, even though he only received back from the trust some \$3,700. The relevance of this fact? - because SecurChoice was experiencing losses in its accounts, the best way to deal with that problem was to rewrite pre-need contracts so that the funeral director could "get out of" such contracts at any time he or she wanted.

Accordingly, in the summer of 2002, PFDA's affiliate, SecurChoice, totally revamped their preneed agreements, this time providing for the opportunity of both the customer and the funeral director to terminate the contract at any time. First, please note pages 13-17, attached hereto, which represent the correspondence leading to the State Board's approval of PFDA's "new" contracts. Notably, your attention is directed to Page 13, a July 5, 2002 letter from PFDA's affiliate pointing out two curious points. First, in Paragraph 2, the letter suggests that the new contracts and the changes in the new contracts are necessary "to come into compliance with recent rulings by the State Board of Funeral Directors...". Query: What rulings could this letter be referring to? Second, in Paragraph 5 of that same July 15, 2002 correspondence, the PFDA funeral director is advised that the major change in this new contract is that "the purchaser of a pre-need trust contract can cancel the agreement for any reason and receive all of their money back, including interest less fees...". These two statements are not only curious, they are erroneous. First, the State Board issued no "recent ruling" which would have compelled changes in the PFDA SecurChoice contract. Second, although the July 15 correspondence leads the reader to believe that only the purchaser of a pre-need contract can cancel for any reason, a review of the actual contract itself (see pages 18-20) compel a very different reading, Specifically, your attention is directed to page 20 and clause 4 thereof entitled "Termination". A review of that provision is nothing short of astounding. Indeed, what Paragraph 4 now provides (bearing in mind that this new contract was approved by the State Board) is that either the customer or the funeral director can terminate at any time. Putting to one side the fact that such a clause renders a contract "illusory" by legal definition, the more important point for purposes pertinent here is that this approved agreement now allows the funeral director to "get out of" a

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John H. Jewett October 11, 2007 Page 4

pre-need contract any time he or she wants. In addition, it allows the funeral director to escape his or her obligation under the pre-need agreement at a time when termination results in the customer receiving less than the amount the customer initially placed into trust. Specifically, this approved agreement provides:

If the funeral home terminates this agreement, the funeral home will instruct the trustee to refund to you the <u>current</u> market value of all the money you have paid under this agreement, together with income earned less fees and reassigns any insurance policies in the trust to you. If your monies were placed in an annuity contract, you may incur penalties for early withdrawal.

See Page 20.

The import of this revision cannot be overstated. Indeed, this provision allows the funeral director to terminate the agreement any time the trust shows a negative balance, thus leaving the customer to receive only the then "current market value" of his or her investment. Perhaps to state it differently, although PFDA leads the customer to believe that the major change in this new agreement was to let the customer terminate at any time, see e.g., Page 13, the new benefit to the funeral director is the fact that he too can terminate at any time, thus leaving the pre-need customer out in the cold. In fact, even if the pre-need customer was the party seeking to terminate, note again that the customer would only receive the then-current value of his initial deposit which could be significantly less than the amount originally paid as part of the pre-need agreement. For example, Page 19 shows the different investment options which the PFDA funeral director can make for an individual's account. Suffice it to say that virtually every one of those options carry risk and the potential downside of reduced value from the initial corpus.

I would hope that the enclosed information is helpful to you in assessing whether or not the current Regulations are motivated by an intent to better protect the consumer or to better protect the funeral director, who has the option of terminating a contract and has the further option of harassing existing pre-need customers to sever their existing pre-need contracts, suffer the potential risks associated with said termination, and then place their remaining monies with he who has come late into the pre-need game.

Although you did not specifically request this, I am also enclosing three additional pages, Pages 21-23. These documents relate to another issue currently pending before you, to wit, the current Board proposal that no funeral director can have an interest in any entity which sells pre-need merchandise and requires only a 70% trusting requirement. For years, many funeral directors have been part of corporations that have sold merchandise and have trusted at 70%. In fact, one of the main reasons for that corporate formation was PFDA's strong suggestion in 1996, wherein they prepared a Pennsylvania Funeral Director Association Model Incorporation Kit, urging its members to set up a separate corporation so that trusting need only be at the 70% level for merchandise. As Page 21 of this attachment further shows, as late as 1999, the PFDA web site was urging its membership to continue to form corporations so that the benefits of the 70%

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John H. Jewett October 11, 2007 Page 5

trusting requirement could be achieved. Apparently, that program never got off the ground; others profited more; and, not surprisingly, PFDA and the State Board now suggest that such corporate creations are to be outlawed by the currently-proposed Regulations. Respectfully, these flip-flops are transparent. It is for all these reasons that you are seeing such significant opposition to Regulations which clearly are intended to advance the needs and desires of PFDA. Such conduct would not be so objectionable if it were not for the fact that it conflicts directly and severely with legal positions taken by PFDA and the State Board on a historical basis. The regulatory process in Pennsylvania should not be used as a conduit to achieve business goals that have no consumer benefit. Thank you.

me t

Very truly yours,

James J. Kutz

JJK:dlh

Enclosures

cc: Ernie Heffner Morgan Plant



April 24, 2000

Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs State Board of Funeral Directors P.O. Box 2649 Harrisburg, PA 17101-2649 Attention Tom Blackburn, Esq.

RE: Statement of Funeral Goods & Services Pre Need Contracts

Dear Sir:

Enclosed please find copies of the above referenced documents for Board approval for Bean Funeral Homes and Crematory, Inc.

Please review the documents and communicate the Board's approval to me, if in fact the documents are acceptable to the Board.

Thank you for your attention to this matter.

Sincerely,

Terrence J. Shannon President Bean Funeral Homes and Crematory, Inc.

Enc.

425 Penn Avenue Sinking Spring, PA 19608 Terrence J. Shannon, Supv. 610-376-1129





COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF STATE BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

LEGAL OFFICE COUNSEL DIVISION (717) 783-7200 FAX: (717) 787-0251 116 PINE STREET P.O. BOX 2649 HARRISBURG, PA 17105-2649

May 9, 2000

Terrence J. Shannon, FD Bean Funeral Homes & Crematory, Inc. 425 Penn Avenue Sinking Spring, PA 19608

Dear Mr. Shannon:

I have received your request of April 24, 2000 for approval of your at-need and pre-need statements of funeral goods and services.

Upon my review, it appears that the submitted statement of funeral goods and services is in compliance with the Funeral Director Law¹ and regulations promulgated thereunder. As such, this form is approved for use.

Sincerely,

Thomas A. Blackburn, Counsel State Board of Funeral Directors

cc: Cheryl Lyne, Administrator State Board of Funeral Directors

¹ Act of January 14, 1952 (P.L. 1951-1898), as amended; 63 P.S. § 479.1 et seq.

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FOR MORE INFORMATION, VISIT US THROUGH THE PENNSYLVANIA HOMEPAGE AT WWW.STATE.PA.US, OR VISIT US DIRECTLY AT WWW.DOS.STATE.PA.US

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CREMATION SERVICES INC.	
North 16th & Rockland Streets	
Hampden Heights, Reading, PA 19604 (610) 376-0985	
Robert E. Bean, Supvr.	

CREMATION SERVICES INC. 129 East Lancaster Avenue Shillington, PA 19607 (610) 375 - 1120 Kevin M. Bean, Supvr.

CREMATORY INC. 425 Penn Avenue Sinking Spring,PA 19608 (610) 375-1129 Terregane J, Stannon, Supy

FORM: PART 10F 2 SECURITY AGREEMENT FOR FUNERAL SERVICES AND/OR MERCHANDISE Pre-Need Contract #_ THIS AGREEMENT is made the _, 20____, by and between you the Buyer, Interferen of indexident Durits of place of building in a and us the Seller AGREEMENT OF SALE: Subject to the terms and conditions hereof, we agree to sell and provide, and you agree to purchase; the professional services and/or funeral merchandise specifically enumerated below. BENEFICIARY: We shall deliver the services and/or merchandise enumerated below such services and goods shall be delivered only upon the death of such designee: only upon your death unless you designate otherwise below, in which event Name of Oasignes, if any, Social Security No Telephone No Street Address ____ Mailing Address (if other than Street Address)_ Gity/ Town State Zip Code For the purpose of this Security Agreement, the term "Beneficiary" shall mean the person upon whose death such goods and services are to be delivered, whether such person is Buyer or Buyer's designee. STATEMENT OF FUNERAL SERVICES AND/OR MERCHANDISE SELECTED: Charges are only for those items that you selected or that are required. If we are required by law or by a complexy to use any items, we will explain the reason in withing below. If you selected a funeral that may require embellining, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalaning you did not approve if you selected arrangements such as a function or timmotale burial. It we charged for embalming, we will explain with blow. FUNERAL SERVICES REQUESTED: CASH ADVANCES AND ACCOMMODATION ITEMS C CARA ADvertues and vaccommentation interfacement of the following items. We will charge pour for syste conventions will oblig and harded particulation of any item by the support of these services and the time sole responsibility of the supplicie. The screet decicum/unear theme is reliaved of any flability therefore by optime as your agent. Certain charges may be estimated, reliaved of any flability therefore by optime as your agent. Certain charges may be estimated. D Traditional Full Service Graveside Service Only Immediate Cremation Cremation Service Direct Burlal
 Anatomical Gift
 Memorial Service Ontillef Copies of Dash Contillations ()
 Ontillef Copies o ALTERNATIVE SELECTIONS: Offerings A-H Flease consult the back of contract for detailed descriptions of the following Please consult the atternative selection Ollering Package Selected: Consult the General Price List for a detailed description of the tollowing items. Hoinfeaster ... ñ J BASIC SERVICES OF FUNERAL DIRECTOR & STAFF. Long Distance Telephe Transcontation ñ J TRANSFER OF REMAINS TO FUNERAL HOME (describe)_____ Applies to a 20 mile radius from the funeral home. Add \$1,50 per mile after the first 40 miles. O Other D EMBALMING. Il you sellected a functor loai may require embalence, such as a functor with viewing, you may have lo pay (or embalence. You do nei have lo pay for embalence you did not epprove il you selected eirangements such as direct cromation or immediate burial, il we charged for embalence, we will explain why below. SPECIAL CHARGES Q Forwarding Remains to: EMBALMING IS REQUIRED IP YOU; U Selected a service with a viewing D Arranged for shipman by common Funsiel Home/Monivery Receiving Remains from: Forgeret Harps /Marhus Direct Creme Immediate P-2 Artangee or segming, or common caves Selected arrangements that require us to hold the remains for more than 24 hours provided no celliforation is available or a hermelicity easied cartelear is not used and provided that embatrating does not conflict with religious beside or modical examination Burlaf or Anu MARY OF CHARGES J OTHER PREPARATION OF REMAINS FEDERAL TRUTH-IN-LENDING DISCLOSURES ⇒ STAFF FOR GRAVESIDE SÉRVICE & ACCESSORIES AS NEEDED. ANNUAL PERCENTAGE RATE: The cost of your crodil as a yearly rate. PINANCE CHAR dil will cost you U USE OF PREPARATION ROOM FOR RELIGIOUS CEREMONY AMOUNT FINANCED The amount of credit provided to you or on your behall. TOTAL SALE PRICE The total cost of your pur-chase on credit, including your down payment of: J STAFF AND USE OF PRIVATE CREMATORY & CREMATION TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as achecular > REFRIGERATION., Motor equipment rates listed below apply to a 20 mile sedue from the funeral home per mile siter the lins! 40 miles for service volncies. Add \$1.95 per mile after the final 41 the funeral coach endror litinguine. . Add \$1.50 per mi ine ka D Funeral Coach
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ALTERNATIVE SELECTION - OFFERING A (Offered with casted as selected) Basic services of fungral director and stiff and overhead, transfer of remains in twincal home within 25-mile radius, embalaning, other preparation of remains, use of tactilities and staff for viewing and funeral deremony or service in other facilities, therefore contex (local), limousine (tocal), lixerricitingy car (local), committel or other disposition service, acknowledgement cards [25], register book, memorial folders or prayer cards (50), lamoroux grave mathefactuments. Additional charges when above offeing is selected: 1309 Necessary card 600m/log autopsy procedure. Misage beyond 20-mile radius of the fungral home as listed in itembed charges.

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OFFERING C
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Misage beyond 20-mile radius of the funeral home as fisted in itemized charges. OFFERING D Basis services of innerel director and staff and overhead, itemator of remains to funeral items within 20-mile radius, embalanting, other preparation of remains, staff and use of lastifies are rolweing and (inneral ecomony, lineuxine (local), flower/clergy car (local), corremotile casket (cannot be itansported for olf alle service), use of staff and private crement/or for remains, activor/elegament cards (25), guest register, memorial tolders or prever cards (30), Coltions 1000 State Gray Scattering Ummemory for the cardion activor/elegament cards (25), guest register, memorial tolders or prever cards (30), Coltions 1000 State Gray Scattering Ummemories and the card of the card of the set \$130 Necessary care allowing autops procedure. Misage beyond 20-mile radius of the funeral home as State in itemized charges. D OESEENING E

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BEAN FUNERAL HOMES & CREMATION SERVICES INC. North 16th & Rockland Stredts Hampden Heights, Reading, PA 19504 (10) 375-0985 Robert E. Bean, Supvr.

BEAN FUNERAL HOMES & CREMATION SERVICES INC. 129 East Lancaster Avanue Shillington, PA 19607 (010) 376-1120 Kavin M. Bean, Supur.

BEAN FUNERAL HOMES & CREMATORY INC. 425 Penn Avanue Sinking Spring,PA 19608 (610) 376-1129 Terrence J. Shannon, Supvr.

STATEMENT OF FUNERAL GOODS & SERVICES SELECTED Account # FUNERAL SERVICES FOR of Death

FUNERAL SERVICES: Charges are only for those items that you selected or that a we will explain the reasons in writing below. The Goods & Services shown are those	are required, if we are required by law or by a cemetery or crematory to use any is we provide for our clients. You may choose only those them that you desire.
ALTERNATIVE SELECTIONS: Offerings A-H Please consult the tack of contract for datalled descriptions of the following alternative selections.	C) CRAIN ADVANCED AND ACCOMPORTED IN TERMINATION OF THE ADVANCED AND ACCOMPOSITION OF THE ADVANCED AND ACCOMPOSITION OF THE ADVANCED AND ADVANCED
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provided that embatming does not conflict with religious beliefs or medical examination.	Funeral HonterMontveny
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STAFF AND USE OF FACILITIES FOR FUNERAL SERVICE, MEMORIAL SERVICE OR SERVICE AT A LOCATION OTHER THAN	Visa/MasterCardFamily Assistance Sen
FUNERAL HOME REQUIRING TRANSFER	
This includes visitation or viewing two hours prior to service.	PAYMENT MAY BE EXPECTED BY (DATE)
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AEFRIOGERATION	Homes, or within thirty (30) days of the date of Bean Funeral Home's inve
for equipment takes listed below apply to a 20 mile radius from the funeral home. Add \$1.50	Whichever is sooner.
tar equipment tales listed below apply to a 20 m5e radius from the funeral home. Add \$1,50 mito alter the first 40 millos for espréd vehicles. Add \$1,55 pet nille atter the first 40 miles for funeral costo lendor immustes.	Virtual and a sub-contrain Funceal Across is not bound to partend credit on the partend credit and the above and the above and the above and the sub-contraint functions and the sub-contraint function and sub-contraint functions and sub-con
J Funeral Coach	Bean Funaral Home may be bound to the payment terms described above
Linousine	Bean Funeral Home signs the Funeral Goods and Services Contract, I/We as
"J. Fanily Seder-sector and and an	Home.
Flower/Clergy/Lesd Cat	reime. If Bean Funeral Homes are unwilling to extend orealli, WWe will owe immed payment in full. Il Bean Funeral Homes doclines to extend crait or i/Wa rejus agree to the payment terms link Bean Funeral Homes revealets as a condition randsting service and spocie, than: 1] WWe are subinormal Homes or under advices a condition of the service of terms for the service of the service conduction of the decodent is remained by any familia means and to observe or while and Sarvices Centract.
	agree to the payment terms that Bean Funeral Homes requires as a condition
DITIONAL MILEAGE	rendering service and goods, than: 1) I/We agree to Immediately pay for all goods
Transportation beyond 20 mile local rackus	services rendered, and 2) i/We are authorizing Bean Funsial Homes to under disposition of the decedent's remains by any lewful means and to deliver or with
miles atper mile ()	In their sole discretion such goods and services as are identified in the Funeral Go
mKes atper mac ()	and Services Contract. By staning this agreement, we are agreeing to be bound by the terms. We up
miles alpec mile ()	stand that unlass an authorized representative of Bean Funeral Homes signs beto
CELLANEOUS SUPPLIES AND SERVICES AVAILABLE	and Services Contract. By signing this agreement, we are agreeing to be bound by the torms. We un stard that unlass an authorized representative of Bean Funnet Homes signs before signs a separate document peopling croft dams, that Bean Funeral Homes are agreeing to satend croft. UWe also understand that we are granting Bean Fun Homes permission to obtain croft sports, and take any other steps necessar reasonably convention to this avaluation of mylour credit worthness. My/Corr So Security Monther signs
Greek Register	Homes permission to obtain credit reports, and take any other steps necessar
J Memorial Folders or Prayer Cards. (Rts) 50 printed)	reasonably convenient to the avaluation of my/our credit worthiness. My/Our So Sociality Burnhar is/are
Additional folders or cardo available in fois of 60 at \$12 per lot	
J Temporary Grave Marker	My/Our Benking Affiliation Is/ara
/ Crucitix (Interior & Externor)	
J Palidearers	AGREEMENT
/ Monumen/Bronze Memorial	It is understood that the total charges shown above may be estimated and reflect or that agreed upon at the time of hits errangement. Any additional items of envice a four mechanicias orderad or required after the time of this errangement shall considered part of bits agreement and the cost will be reflected on the final statem which we will provide to you.
Conting	for merchandise ordered or required after the time of this errangement shall
I Flag Case	considered pair of one appearant and the cost will be reliected on the Anal atalent which we will provide to you.
) Other	
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UTER BURIAL CONTAINER SELECTED	Coph Advancee
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ese requirements.	TOTAL OF ALL SELECTIONS
	OTHER ITEMS THAT MUST BE PAID BY PURCHASER PRIOR TO SERVICE DATE:
EQUIREMENT OF CEMETERY: The Funeral Director assumes no liability	\$Cemelery:
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or gravestie cave-in or sinking if no other buital container is used. n ovier builsi container J IS REQUIRED U IS NOT REQUIRED. y	Saxteri Saxteri Saxteri

AV INVERTIGATIONS: Is may auronze and retily plots consent to the terrent director to take possession of the tody, give care and to carry out the arregements here and agreed to ro We represent ourselves as the perionsightavity the responsibility to arrange for the final disposition of the before mand decisendami, and do hanavy are to the luneral director to supply the service and or marchandise as taid above as well as my additional service and my and the down terms decisendami, and do hanavy are arrangement. If of the guarantee payment of the cost-of, the services and or marchandise ordered and provided provement to the survey terms of the PAMIENT. int authority time of this

areagement, for we guarantee payment of the doct are services and or merotenoise ono proceed and provider partoant to the doct remestor Partners, If VIES, THE SUPERISE, INTERNOR TO BE LESALLY GOUND NEEDER'S ADDEREST AND OF THE GOODS AND/OS SERVICES TO BE DELIVERED. THAT BY ORTIGID INDIVIDUALLY AND JOINTLY IS CAREL HIEREBY OBLIGATED TO PAY ALL, ANDUNES OWNER AND SHOULD SUVER(S) DEFAULT IN THE ADREEMED TO WITH SELLER, IN ACCOMPANCE WITH THE TENESS OF THE CONTRACT DETIVEREN SUPERISM, AND SELLER, BUYERS) HIEREBY ADREEMED TO AN ADDEREST AND THE ADREEMED TO THE ADREEMED TO

	Signature of Purchaser	STATEMENT TO:
Date of Accangement	Relationship to Deceased	· · · · · · · · · · · · · · · · · · ·
······································	Signature of Co-Purcheser(s)	
	Signatore of Co-Purchaser(s)	Phone:
Accepted By: Funeral Director	Dete	

Mileage beyond 20-mite radius of the hardraft home as listed in ternized charges. CI OFFERING B (offered with casket as elected.) Basic services of lumeral director and staff and overhand, transfer of romains to tunoral inner within 20-mile radius, ombalming, other presentation of remains, staff and uses of lumeral home facilities for up to one two (2) hour viewing and tollowing coremonly between the hours of 500 PM and 350 PM, tuneral coach (local); timousine (local), flower/denys car (local), bormittel or other disposition service excluding any, additional visitation or gathering at lumeral born, acknowledgement cards (25), guest register, memorial fielders or prayer cards. (60); timourary grave mighter, 51:30-Necessary 20 For disposing autopsy blockular. Millage boyond 30-mile radius of the funeral home is lated in tientzed charges. D OPER PRING C

Minage beyond 30-mine readus of the subset norme as based on identicad charges.
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Mileage beyond 20-mile radius of the tuneral home as listed in uterrated energies. D OFFERINQ D
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Additional charges when above offering is selected;
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Mileage beyond 20-mile radius of the (uneral home as listed in finmized charges.

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Misegè beyon 204mis récisis o in la luteriat nome as listed in famizad charges. D OFFERINGE E Direct Cremation Package (includes the following: Basic services o l'uneral director and staft and overhead, transite o' remains to funeral home within 20-mile radius, preparation of remains for identification, staff and use of facilities tor remains, up to three days use of radification facilities jor memoins casket for foorthisation, staff and use of facilities tor memoins service, staft and over of radification tor visitation up to two (2) hours prior to other dispublication services achonologament cancio (20), guest register, memoind to other dispublic services, acknowledgement cancio (20), guest register, memoind to other dispublic services, acknowledgement cancio (20), guest register, memoind toders or payer cards (50), temporary grave marker.

Additional charges when above offaring is selected: \$130 Necessary care lollowing autopsy procedure, (This procedure is collowing autopsy procedure, Misage beyond 20-mile radius of the luneral home as listed in ftemized charges.

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Additional charges when above offering is selected: 5. \$100 Mesessary care indixwing autopay procedure. (This procedure is optional: & ket is declinable.) Mileage bayond 20-mile zablus of the luneral forme as listed in literrized charges.

OFFERING H Direct Cramation Package Includes the following: Basic services of luneral director and staff and ovaitred, transfer or ramains, to take the initial radius, proparation of remains for identifications, taff and use of iterative identification of centers prior to scientalistic staff and use of private servicity for central for up to frite degree to see of refigures the science of central central for up to frite degree to see of refigures the science of central central for up to frite degree more the science of the science central for up to frite degree of refigures the science of central central for underscience and the science of the science of the central for underscience and (25), guest tregitier, memorial todars or ever cards (56), collare 1000 Stafe Degr Sciencing Units (25), collare 1000 Stafe Degr Science (25), collare (25), collar

(00), CARATATEUS case usery consuming urmanismentation Additional charges when above offening is establed: \$130 Necessary care following autopsy procedure, (The procedure is optional & fee is decimable,) Mileage beyond 20-mile radius of the functsi home as instel in liamized charges.

NOTICE TO BUYER

Do not sign this Security Agreement before you read it or if it contains any blank space.

2. You are entitled to a completely filled-in copy of this Security Agreem 3. Under the law, you have the right to pay off in advance the full am due and under certain conditions to obtain a partial refund of the se charge.

NO WARRANTIES

NO WARRANTIES THERE ARE NO WARRANTIES WITH RESPECT TO THE GOODS TO BE DELIVERED HEREUNDER, WRITTEN OR ORAL, EXPRESSED OR IMPLIED BY FACT, BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABLITY, OTHER TRAN THE EXPRESS WARRANTIES, IF ANY, EXTENDED BY THE MANUPACTURERS OF SUCH GOODS, SELLER SHALL HAVE NO OBLIGATION OR LIABLITY TO ANY ERSTAND, WHETHER HEREUNDER OR OTHERWISE, IN CONNECTION WITH OR RESULTING FROM THE FURNISHING, SALLE OR USE OF ANY OFTHE GOODS TO BY SUPPLIED BY SELLER HEREUNDER.

GOODS TO BY SUPPLIED BY SELLER HEREUNDER. IN O EVENT SHALL SELLER BE LABLE FOR SPECIAL, INDIRECT, COLLATERAL OR COMSEQUENTIAL DAMAGES HEREUNDER IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR USE OF ANY OF THE GOODS SOLD HEREUNDER. SELLER'S LIABULTY ON ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR BASED UFON NECLER'S LIABULTY ON ANY CLAIM, NOC ASS, EXCEED THE PRICE PAID HEREUNDER SHALL, IN NO CASS, EXCEED THE PRICE PAID HEREUNDER FOR THE PARTICULAR GOOD INVOLVED IN THE CLAIM.

GENERAL PROVISIONS

I. CONSIDERATION: In consideration for Seller binding itself to provide the services and merchandise set forth herein without regard to the actual costs and prices thereof provailing at the time of performance hereunder, Seller shall be entitled to receive the TOTAL OF PAYMENTS, including the amounts deposited in secrow or trust pursuant hereto and all net income camed thereon.

2. CANCELLATION OR TERMINATION: Except for Buyer's 3-day right of rescission set forth above, Buyer may not cancel this Security Agreement.

3. SELLER'S SUBSTITUTION OF MERCHANDISE: Buyer unders A SELECTION OF OUTPOINT OF INTERCENTATION DE PAILENCENTATION DE PAILENCENTE DE SELET A THE time of Beneficiary's death, and agrees that in such event (but only in such event). Selice may furnish merchanglice that is available to it at such time which is subclamishilly similar in quality of matorial and workmanship to that which is described herein.

4. SECURITY INTEREST: Buyer grants Seller a security interest in the escrow or trust amount described in Paragraph 5 to secure Buyer's obligations under this Security Agreement.

under this Socurity Agreement. 5, TRUST: Seiler shall, as Buyer's agent and attorney in fact, at the end of each catendar month, deposit stuch portion of the TOTAL OP PAYMENTS in escrow or trust as may be required by Jaw. Each such serow or suss account shall be maintained with a Pennsylvenal Banking Institution ("Bank"). Bank shall be be the rostee of all funds deposited in secrow or trust. All funds held in escrow or trust shall be held for the beneft of Buyer and Beneficiary as their interests may agreement with Bank (the "Trust Agreement"), a fully exceeded copy of which shall be held for the Sensit Park agreement", a fully exceeded copy of which shall be solitable to Buyer at Seliter's principal place of business during meguar business hours, subject to Bank's acceptance thereof. THE TRUST AGREEMENT OVES CERTAIN RIGHTS, SUBJECT TO THE CONDITIONS SET FORTH THEREIN, TO BUYER, AND BUYER SHOULD CAREFULLY REVIEW THE TRUST AGREEMENT BEFORE BLECUTING THIS SECURITY AGREEMENT;

6. TAXES: It is the responsibility of the Trustee to ascertain the federal and state income use consequences of income sensed by the ascerov or trust accounts astabilished pursuant to this Security Agreement and report the same accordingly as from time to time required by the various governmental laws, rules and regulations.

7. CERTIFICATE OF OWNERSHIP: When the TOTAL OF PAYMENTS is paid in full, Seller shall deliver to Buyer a Certificate of Ownership evidencing Buyer's right to receive the services and/or merchandise covered hereby. Upon surrender of the Certificate of Ownership, Seller agrees to furnish such services and/or merchandise in connection with the funeral of Beneficiary.

8. DEFAULT:

(a) The following are Events of Default under this Security Agreement.

(1) Buyer's failure to make any payment promptly on or before the day it is due

(2) Buyer's failure to perform any other of Buyer's promises in this Security Agreement;

(3) Buyer providing Seller with false information or signatures at any time in connection with execution of this Security Agreement;

In connection with execution of this Security Agreement; (b) Upon or after the occurrence of an Event of Default under Paragraph (b) Upon or after the occurrence of an Event of Default ander Paragraph (b) (1) or (2). Soller will give Buyer timely notice by certified mult ("Default Notice") to Buyer's last known address as shown on Seller's records of the Event of Default and Buyer's limited right to cure the Event of Default. Then Default Notice will provide the time, amount and performance necessary to cure the Event of Default. Buyer's right to cure the Event of Default. That soller's Default Notice. If Buyer does not cure the Event of Default has provided in the Default. Notice within the fifteen (15) day period, Saller's rights include without limitation: (1) The time default of upon a number under the Security Agreement of

(1) The right to declare all sums payable under the Security Agreement to be immediately due and payable; and

(2) The right to require Buyer to pay Seller's actual, necessary and sonable costs of collection, including Seller's court costs and reasonable tormey's fees.

(3) The right to declare and all price guarantees null and void and to large the current prevailing prices effective at the time of performance. cha

(c) Upon the occurrence of an Event of Default under Paragraph 8(a)(3), Buyer shall have no right to receive notice of the Event of Default or cure the Event of Default; and Selicit* rights shall identide, without limitation, the rights specified in Paragraphs 8(b)(1) and 8(b)(2).

Buyer appoints stuties as its agent and automory in test for ine purpose of creating an IRREVOCABLE trust with part of the funds to be paid hereunder as provided in the General Provisions hereof and for taking all proper, convenient, necessary or expedient actions incidental thereto. This IRREVOCABLE trust shall be for the or expedient autions incidental thereto. This IRREVOCABLE trast shall be for the benefit of the Bayer and Beneficiary, as their interests may appear, and shall be created pursuant to an IRREVOCABLE Trust Agreement with a Ponsylvania Banking Institution. Buyer empowers and directs Seller to deal with and handle this IRREVOCABLE trust, and to change trustness, as permitted by such IRREVOCABLE Trust Agreement with Bank (the "Trust Agreement"). a fully executed copy of which shall be available to Buyer at Seller's principal place of business during regular business hours, subject to Bank's acceptance thereof. Seller shall have the right to withdraw principal and income from this IRREVOCABLE trust as provided in such IRREVOCABLE trust Agreement. Further, the Buyer empowers and directs Trusto (as hereinalter defined) to invert in a life insurance or annuity policy or policies, the owner and Beatefloingr of which shall boyver is power of attorney is coupled with an interest and is IRREVOCABLE. This power of attorney shall not be alfocted by Buyer's subsequent death, disability or incepacity.

ATTORNEY IN FACT AND TRUST FUNDS

Buver appoints Seller as his agent and attorney in fact for the purpose of creating

Signature(s) of all Buyer(s)

9. DEATH OF BENEFICIARY: In the svent of the death of the Beneficiary prior to the payment in full of the TOTAL OF PAYMENT'S herein, the unpaid balance of the Cash Sale Frice shall become DUB AND PAYABLE within thirty (30) days of the date of death. If such payments are not paid in full within (30) days of the date of death. Of Beneficiary, a service charge of 1.2% per month amounting to 14.4% a year is applied to the unpaid balance, beginning thirty (30) days from the date of death.

10. DISBURSEMENT OF FUNDS: Bank shall disburse the funds held in trust only in accordance with, and subject to the terms and conditions of the Trust Agreement. Buyer should refer to the Trust Agreement for an explanation of, among odier things, his right and the proceeders which must be followed to dispute Selfer's request for payment thereunder.

dispute Seller's request for payment thereunder.

 NONPERFORMANCE: If Seller, or its successor or assignee, fails to perform its obligations hereunder for any reston including, but not limited to, ite bankruptey, discolution or winding up of the affairs of Saller, the essestion of business of the Seller, the impossibility of performance by Seller for any reason whatsoever, neglect, willful misconduct or conflict with other funcral services to be performed by the Seller, Buyer or his personal representative may request disfursement of all the funds held in trust in accordance with the Trust Agreement. All such funds shall be disfursed in the following order or priority:
 to the funeral provider who has actually delivered such services and/or merchandles to the extent of the cash price delivered by such other funeral provider to the extent of such payment, if any; and (till) to the Euser of his parennar log sential of such payment, if any; and (till) to the Super func-prisental representative. mai represe

12. CHANGE OF ADDRESS: Buyer shall promptly notify Seller of any change of his address or of the address of Beneficiary.

13. INTEGRATION: This Security Agreement and the introceable Trust Agreement contain the entire agreement and understanding between Buyer and Seller with respect to the subject matter between Buyer and seller with respect to the subject matter between during the agreements, whether oral or written, between them. No further communication, representation, understanding or agreement varying or extending the provisions hereof or thereof shall be binding upon Buyer or Seller unless in writing and signed by both partice hereto.

14. CEMETERIES: Unless otherwise provided in the social particle for Cash Advances and Accommodation litems above. Buyer understands that nothing contained in this Security Agreement shall apply to services for the case, opening, closing, or pruchas of content-y bis, matolebum space, columbrium space or other places of sepulchre, perpetually or for any lesser period of time.

15. APPLICABLE LAW: This Security Agreement shall be governed by the substantive laws, and not the law of confiliet, of the Commonwealth of

16. NOTICES: Any notice permitted or required to be given hereunder shall be in writing and shall be sent by cartified or registered mail, postage prepaid, and directed to Beneficiary, Buyer, Soller or Bank, as the case may be, at thoir respective addresses set forth hereia.

Tespectro addresses are total intertain.
17. ASSIGNMENT: If a functional provider or another party other than Soliar's asignes, such funcar provider or other party shall be entitled to exercise all of the right grannel to Soliar's addresses and the interview of the other share shared to be therein, including without limiting, the right provided in Paragraphs 7 and 11 hereof. Duryr agrees that Seller havy or a sign is highly, duries and obligations under the Social'ty Agreement, which are address and solitations and the herein, including without limitation, the right provided in Paragraphs 7 and 11 hereof. Buyer same that Seller may not asign its rights, duries and obligations under the Social'ty Agreement without written notice to the Buyer's last known address. Buyer and Seller hereby agree that Buyer cannot assign his rights, duties or obligations under this Social'ty Agreement.

18. NON-INCORPORATION: This Security Agreement shell not incorporate the terms and provisions of any contract only for funeral merchandiss entered the terms and provisions of any contrinto between Buyer and third party.

10. INVESTMENTS/LIPE the NURVERANCE: Bayer understands, acknowledget and agrees by accould on of this Agreement that: (a) A file instructor on an nonity policy or policies may be purchased by Soller or the Trattee, as Bayer's sgent and attorney-in-fact, insuring the life of Bayer (or the Beneficiary if the other than Bayer) ("Life Instrume") for which a commission may be paid to a dury licensed agent;

(b) Buyer authorizes the Seller and the Trustee, as the case may be, to make an application for such policy or policies on behalf of the Buyer, the owner and the Beneficiary of which shall be the Trustee; and

(c) Buyer hereby authorizes the Selier to preselv the type of investments to be purchased and maintained by the Trust, and indemnifies and agrees to hold the Selier harmleas therefrom, except for actions-dur to the gross negligence or willtui misconduri of the Selier.

NOTICE TO ASSIGNEES OF SELLER

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECTED TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (BUYER) COULD ASSERT AGAINST THE SELLER OF THE GOODS ON THE SERVICES OBTAINED WITH THE PROCEEDS HEREOK RECOVERY HEREUNDER BY THE DEBTOR (BUYER) SHALL NOT EXCEED AMOUNT FALD BY THE DEBTOR (BUYER) HEREUNDER.

IN WITNESS HEREOF, the Disclosure and General Provisions on the reverse side hereof are made in part of Security Agreement. The Funaral Director and the Purchaser have executed this Agreement, intending to be legally bound, the day and year first above witten.

Name of Seller:	Signature of Buyer:
By: (Authorized Representative):	Social Security No.:
Title:	Signature of Buyer, if more than one:
Funeral Director No.:	Social Security No.:
Dale:	Date:
White Copy-Buyer Yellow	Copy-Seller Pink Copy-Benk

			Choice m	•
PART I	,			
	Pre-Ne	ed and Individ	lual Trust Agreemer	nt'
		("The Ag	reement")	· · ·
				•
	This Agreement	is made this4	7 2 7 99 by and DATE	d between
uneral Home	Bean Funeral	Home Inc.	<u></u>	
ddress	129 E. Lanca	ster Ave., Shil	lington, PA 19607	
nd the Purchaser	Ernest E. Pr	SINESS AODRESS	12/11/1915	196-05-5839' (M) (F
nereinafter ('You'').	NAME	Ave., Shilling	D/O/B	SOCIAL SECURITY #
·		· · · · · · · · · · · · · · · · · · ·	ADDRESS	
or the Benefit of	Audrey L. Pri	ice	12/15/1923 D/O/B	413-68-7044 (M) (F
Ifferent from	20 S. Summit	Ave., Shilling	ton; PA 19607 ADDRESS	
e Purchaser)				
		·		
ANNUAL	FINANCE	Amount Financed	Total of Payments	Total Sale Price
PERCENTAGE RATE	CHARGE The dollar amount the	The amount of credit provided to You or on Your behalf.	The amount You will have paid alt You have made all payments as scheduled.	er The total cost of Your purchase on credit, including your dawn- payment of s
The cost of Your credit as a yearly rate,	credit will cost You.	TOM Derion.		halinging or 2
0.00%	\$0.00	\$ 0	\$ 0	\$ 6500.00
If not paid in full, Your F	Reporting will	>a: -	,	
No. of payments Amount	the second s	and the second se		zation of Amount Financed
Paid in fuld.	Monthi	y beginning	DAY YEAR	\$ 6500.00
See revers	e side for any additional is	nformation about	Total Do	-\$ 6500.00
	nl and delaufi.	•	Unpaid	Balance of Cash Price & Amount
			Finance	d s í o
u hereby agree to buy a ich are described in ite	and the Funeral Home mized list attached at	s hereby agrees to sell t s Exhibit A for a Total s	ine funeral goods ("Merchandise Safe Price of \$500-00	") and funeral services ("Services"
rangement Fee: er payment of the Total S the Merohandiss and S the reverse side of this u hereby elect that this irrevocable upon paym u and the Funeral Hom Guaranteed by the Fun CLUSION OF WARRAN KRANTY OF HITNESS rohandise are the expri- rohandise are the expri- s Agreement. Only the u and the Funeral Hom	<u>U</u> This fee is s- sate Price and all other ervices described on . page, which You ha Agreement shall be: ent in full of the Total e agree that the price ereal Home upon time VTIES: THE FUNERA FOR A PARTICULA bas written warrantis manufacturer shall b have signed this Ag me, as agent for the !	eparate and distinct fro payments required to be attached Exhibit A. This ve read and accepted. Sate Price is shown on Exhibit A is by payment of the Total L. HOME IS NOT PRC R. PURPOSE FOR The s, if any, which are pro have any itability to Y reemant on the day any Purchaser, hereby agre between the Funcat I	the funeral goods ("Merchandise Safe Price of \$	") and funeral services ("Services" be deposited in the Trust. der, upon the death of the Beneficiary ms and conditions shown above and by You at Your option at all times of guaranteed by the Funeral Home NNTY OF MERCHANTABILITY OR NOT OF MERCHANTABILITY OR the Merchandiae sold to You under to be legally bound. By signing this it with the Trustee under the Master at").
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OTHER TERMS AND CONDITIONS OF THE) PRE-NEED AND INDIVIDUAL TRUST AGREEMENT

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

PART III

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 payments You make under this Agreement Into the Trust. The Trust will be administered and the money in the Trust invested under a master pre-need rust agreement (the "Mariet Trust"). If the Funeral Home so directs the Trustee, such investments may include investment for Master Trust whet Trustee, the direction of the Funeral Home, invests the funds of a number of separate Pre-Need Funeral Home. Invests the funds of a number of separate Pre-Need Funeral Home, invests the funds of a number of separate rest acceptance of the Trust 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.

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 Honge. 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 required under this Agreement within ten (10) calendar days after it is due, then this Agreement may be canceled at the Funeral Home's option. If the Funeral Home cancels this Agreement, then the Funeral Home will instruct the Trustee to refund to You all installment payments You have paid. However, all other amounts in the Trust, including any net income earned by the Trust, will be paid to the Funeral Home and NOT to You.

4. Termination. The Trust created pursuant to this Agreement can also be terminated by either You or the Funeral Home at any time prior to the Beneficiary's death, if any of the following conditions are met: (1) You checked the "Revocable" box on the front of this Agreement

and (2) You or the Beneficiary move and reside outside of the Common-ealth of Pennsylvania;

To terminate this Agreement and the Trust created pursuant to it, you must give the Funeral Home written notice of termination and the Funeral Home must give written acknowledgement of Your notice.

If You terminate this Agreement, the Funeral Home will instruct the Trustee to refund to You all the money you have paid under this Agreement. However, all other amounts in the Trust, including income earned by the Trust, will be paid to the Funeral Home and NOT to You.

If the Funeral Home terminates this Agreement, the Funeral Home will instruct the Trustee to pay to You all amounts in the Trust, including all net income earned by the Trust.

Except for Your three (3) day right to rescind this Agreement and except as otherwise provided above, You cannot terminate this Agreement or the Trust created pursuant to it,

This Agreement and Trust created pursuant to it cannot be terminated at any time after the Beneficiary has died.

5. Price Protection Opinion. If you selected the "Quaranteed" option on the front of this Agreement, then the Faneral Home must provide the Services and Merchandise set forth on 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. If all of those amounts encours actually received by the Funeral Home. 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" and Merchandles is provided. 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.

prevailing charges for the Services and Merchandots. If the Total Sale Price has not been paid or You select the "Not Guaranteed" option on the front of his Agreement, then the Funeral Home will provide the Services and Merchandise listed on Exhibit A at the prices prevailing when the Services and Merchandise 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 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 unless there are sufficient funds available to pay for such Services and Merchandise 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.

The total of all estimated out-of-pocket costs which the Funeral Home expects to pay to third parties at the time of the Beneficiary's funeral for those portions of the Services are listed on Exhibit A.

for those portions of the Services are listed on Exhibit A. In addition to the Purchaser's payment of the Total Sales Priče, the Beneficiary's estate or survivors will be responsible, under the circumstances described below, for paying the following amounts after the Beneficiary's funeral; (a) the additional fee, if any, that the Funeral Home customarily charges at the time of the Beneficiary's death for providing services on a Saturday, Sunday or a legal holiday if the Beneficiary's funeral is held on one of those days; and (b) the actual cost of third party services that exceeds the estimated costs of those Services listed on Exhibit "A" if the Total Sales Price is not guaranteed.

1. 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 transpor-tation and any other reasonable amounts paid by the Funeral Home in connection with such arrangements will be paid by the Beneficiary's estate of survivors. 7. Death Outside of Service Area. You authorize the Funeral Ho 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 unde their low. by such substitution.

9. Otange 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 Director and the Trustee unless the Trust's assets are invested in an Annuity.

10. Change of Trustee. The Funeral Home and, under certain circumstances, the Pennsylvania Funeral Directors Association, may change the Trustee without Your consent. In the event of such change, the Funeral Director will notify You of the name and address of the new Trustee.

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

(a) Execute and establish the Trust under the Master Trust with the

(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 any other action that may be necessary or appropriate to arry out this Agreement or the Master Trust, carry

This appointment and power of attorney authorizes the Funeral Home to take the above actions on behalf of You or the Beneficiary, and without Your prior approval.

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 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 Truste to pay any other taxes that may be imposed on the Trust or its assets. You agree that neither the Trustee nor 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 the Trustee of any change of Your address or of 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. This does not apply if the Trustee acts in a grossly negligent manner or intentionally does something the Trustee knows to be unauthorized.

16. Miscellaneous.

(a) This Agreement and Trust is made in the Commonwealth of (a) This Agreement and Trust is made in the Commonweikh of Pennsylvania. It is intended to comply with the Pennsylvania Funeral Director Law (Act of January 14, 1952, P.L. 1959, 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 as the principal amount.

(b) All notices that You and the Funeral Hone send to each other must be in writing. Any notices must be delivered in person or malied 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 may not be assigned or transferred by You unless the Funeral Home gives its prior written consent. The Funeral Home can assign this Agreement without Your consent.

(d) 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.

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Dec. 23 2002 06:37PM P6



April 9, 1999

Ms. Audrey L. Price c/o Ernest E. Price 20 S. Summit Avenue Shillington PA 19607

Re: SecurChoice - Pre-Need and Individual Trust Agreement

Dear Ms. Price:

PNC Bank, N.A. has received and accepted the Pre-Need and Individual Trust Agreement for Audrey L. Price, Account 25858. This Irrevocable Trust, funded with \$6,500.00, is a participant in the Master Pre-Need Trust of Bean Funeral Home Inc.,

--... If you have any questions, please consult with your funeral director.

Website: www.pfda.org

Very truly yours,

M Kennerh Kay

M. Kenneth Baylor SecurChoice Trust Administrator

Enclosure

cc: Mr. Kevin M. Bean Bean Funeral Home Inc. 129 East Lancaster Avenue Shillington PA 19607

PRI-NEED TRUST OFFICE: 1-800-692-6068 • (717) 545-7215 • FAX (717) 545-7360

PRE-NEED INSURANCE OFFICE: 1-860-627-7526 • (717) 540-1303• FAX (717) 540-1496

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SECURCHOICE NON NEGOTIABLE

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UniChoice Cooperative, Inc. 7441 Allentown Blvd. Harrisburg PA 17112

From the Prepaid Funeral Trust for the benefit of Audrey L. Price

Account: 25858

January 2, 2003

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Bean Funeral Home Inc. 129 East Lancaster Avenue Shillington PA 19607

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July 15, 2002

Unichoice A member owned confectative "Participation pays"

Dear SecurChoice Pre-need Trust Users:

I am writing to inform you of some program changes that will become effective upon your receipt of the new trust packets, which you should receive in a few days.

Changes have been made to our trust documents and <u>the new documents/forms are approved by the State</u> <u>Board of Funeral Directors</u>. These changes were made to come into compliance with recent rulings by the State Board of Funeral Directors and to provide clarity in some parts of previous documents.

You are receiving a new <u>Master Trust Agreement</u> that needs to be signed and returned to us in the postage paid envelope enclosed and we will forward it to PNC Bank for signature by a Trust Officer. We will then return the 2nd copy and attachments to you for your files. Primary changes in the Master Trust Agreement can be seen in the attached "Proposed Changes to the Master Trust Agreement" and are in paragraphe 6 and 9. All Pre-need and Individual Trust Agreements submitted by your funeral home from this date forward will come under the terms of this new Master Trust Agreement.

A copy of a letter from Thomas A. Blackburn, Counsel, State Board of Funeral Directors is enclosed. This letter is to be kept on file in your funeral home as proof that the trust documents we are providing and you are using have been approved by the appropriate authority. This letter also states that you <u>must</u> submit Exhibit A, a Statement of Funeral Goods and Services with each pre-need contract. The FTC Statement of Funeral Board of Funeral Directors. If you use your own, make sure it is approved by the State Board of Funeral Directors.

A new Pre-need and Individual Trust Agreement form is enclosed. Changes to <u>Part I</u>, the front page, includes enlargement of the box titled "Itemization of Amount Financed." You will also notice in the lower left portion of the front page where you choose to Guarantee or Not Guarantee future prices, that you can now Guarantee or Not Guarantee the funeral home's Services and Merchandise and Cash Advances separately. Changes to Part II, the Investment Direction part of the Pre-need and Individual Trust Agreement, includes new mutual fund investment options and the two annuity options at the bottom of the page. Another copy of the investment options, investment risk and a short description will be included in the quarterly report you receive this week. The first annuity option listed on the new form is the one offered by Funeral Directors Life Insurance Company. You will also receive detailed information about this new annuity option in your quarterly report this week. The 2nd annuity is the one that has been offered for years through Microdata. Changes have also been made to Part III, Terms and Conditions of the Pre-need and Individual Trust Agreement. The major change is that the purchaser of a pre-need trust contract can cancel the agreement for any reason and receive all of their money back including interest less feas. The changes can be seen in the enclosed materials called "Proposed Changes to Part III, The Terms and Conditions of the Pre-need and Individual Trust Agreement."

You will receive a supply of new SecurChoice Trust Packets within the next few days. Again, the new packets will include the new <u>Pre-need and Individual Trust Agreement</u> forms and Exhibit A, a <u>Statement of Funeral Goods</u> <u>and Services</u> form. Please throw away all of your old trust packets! Yes, throw them out! We don't want to get the forms mixed up.

If you have any questions regarding any of the changes, please give us a call at the office. There will be no noticeable change in the appearance of the forms. The only new procedure is the required use of a Statement of Funeral Goods and Services, which was directed by the State Board of Funeral Directors.

Thank you for your business and your continued support of both PFDA and Unichoice.

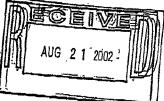
Sincerely,

Ted Nielsen, Exec. V.P. & COO Unichoice Cooperative, Inc.

www.unichoicecoop.com 7441 Allentown Blvd. + Harrisburg, PA 17112 TOLL FREE 877,468,4824 PHONE + 717,545,7335 PHONE + 717,545,7360 FAX

Dec. 23 2002 07:08PM P8





COMMONWEALTH OF PENNSYLVANIA GOVERNOR'S OFFICE OF GENERAL COUNSEL DEPARTMENT OF STATE LEGAL OFFICE 116 PINE STREET, P.O. BOX 2649 HARRISBURG, PA 17105-2649

Thomas A. Blackburn, Assistant Counsel Counsel Division

Telephone: (717) 783-7200 FAX: (717) 787-0251 E-Mall: thlachburn@state.pa.us spartment's Website: www.dos.state.pa.us

August 16, 2002

Kathleen K. Ryan, Esquire Pennsylvania Funeral Directors Assoc. 7441 Allentown Boulevard Harrisburg, PA 17112-9982

Dear Ms. Ryan:

I have received your recent request for approval of the revised form master pre-need trust agreement and pre-need and individual trust agreement that your association will provide to members who participate in the SecurChoice program.

As a general rule, the Board does not review forms for any entity other than a licensed funeral establishment. However, because of the large number of licensees who participate in this program and who will use these forms, I am reviewing these forms for their benefit. Any member who participates in this program and who uses these forms must receive from you a copy of this letter and must maintain that letter in the member's files as if I had reviewed and approved the forms specifically for that member. In addition, the only changes that may be made to these forms, in order to continue applicability of this review, are the insertion of the name and address of the funeral establishment and the name, if applicable, of the supervisor.

I assume that each member who participates will attach as Exhibit A to the pre-need and individual trust agreement a completed statement of funeral goods and services that the Board has separately approved. Additionally, I assume that each member who participates in this program will include the name of the supervisor, if applicable, with the name of the funeral establishment. Upon my review, on these assumptions, it appears that the submitted pre-need and individual trust agreement is in compliance with the Funeral Director Law¹ and regulations promulgated there under. As such, the Board approves this revised form for use by the various members who participate in this

¹ Act of January 14, 1952 (P.L. 1951-1898, No. 522), as amended: 63 P.S. § 479.1 at seq.

Ms. Ryan August 16, 2002 Page 2

program. However, this review does not extend to any other body of law, such as contracts, or to requirements of other agencies, such as the Federal Trade Commission.

I have not reviewed the master pre-need trust agreement. In contrast to the Board regulations at 49 Pa. Code § 13,204 (regarding written agreement) and 49 Pa. Code § 13,224(f) (regarding funding and reporting of prepaid burial contracts) that authorize the Board to review a contract between a funeral establishment and a customer, no regulation provides for review of an agreement between the trustee and the funeral establishment.

Sincerely,

Thomas A. Blackburn, Counsel State Board of Funeral Directors

cc: `

Michelle T. DeMerice, Administrator State Board of Funeral Directors

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August 16, 2002

Dear Funeral Director:

For your files, enclosed is the signed "Funeral Home Copy" of the SecurChoice Master Pre-need Trust Agreement.

If you have any questions or would like to order SecurChoice-Trust forms or SecurChoice – Insurance Trust forms, please feel free to contact our office at (1-800-692-6068).

Sincerely,

ith a. Carresa

Ruth A. Carrera SecurChoice - Trust Administrator

Bnclosure

WWW.unicholeecoop.com 7441 Allentown Bivd. & Harrisburg, PA 17112 YOLL FREE 877.468.4824 PHONE & 717.545.7359 PHONE & 717.545.7360 FAX 12/23/2002 MON 18:54 [TX/RX NO 6212]

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SecurChoice

a prearranged funeral program

August 26, 2002

Dear SecurChoice Trust User:

The State Board of Funeral Directors has recently approved SecurChoice's new master pre-need trust agreement and the individual trust agreement that PFDA will provide to members who participate in the SecurChoice Program. Enclosed please find a copy of the letter of approval. As indicated by Board Counsel, each of you "must maintain that letter in [your] files as if [he] had reviewed and approved the forms specifically for that member."

Further, you may **not** make any changes to these forms except to insert the name and address of your funeral establishment and the name of the supervisor, if applicable.

If you are not using the Statement of Funeral Goods and Services provided by Unichoice, you must have your Statement of Funeral Goods and Services approved by the State Board **independently** of the trust documents prior to use. If you have not had your Statement of Funeral Goods and Services approved within the past 2 years, it would be advisable to have it done now. If you need to have your document approved, send it to Thomas Blackburn, Esquire, State Board of Funeral Directors, 116 Pine Street, Harrisburg, PA., 17105.

Finally, it is important you understand that the approval is only for SecurChoice's trust documents with the caveats listed above. To use them with any other trust program or unapproved forms is illegal and could result in legal action.

If you have any questions, please do not hesitate to call.

Very truly yours,

Kathleen K. Ryan, Esquire

Enclosure

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7441 Allentown Bfyd, & Harrisburg, PA 17112 PRE-NEED TRUST OFFICE: TOLL FREE 877,458,4824 PHONE & 717,545,7360 FAX. PRE-NEED INSURANCE OFFICE: TOLL FREE 800,627,7526 PHONE & 717,540,1303 PHONE & 717,540,1496 FAX www.unicholeceop.com website

SOCIAL SECURITY #

(M) (F)



by the Pennsylvania Funeral Directors Association)

PART I

Address

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

This Agreement is made this by and between DATE

.

Funeral Home

BUSINESS ADDRESS

NAME

and the Purchaser

(M) (F) SOCIAL SECURITY # NAME D/O/B (hereinafter "You") . . . ADDRESS

ADDRESS

0/0/B

for the Benefit of · NAME (if Beneficiary 's

is different from the Purchaser)

ANNUAL PERCENTAGE RATE The cost of Your Credit as a yearly rate.	FINANCE CHARGE The datar amount the cradit will cost You,	Amount Financed The amount of cradit provided to You or on Your behall.	Total of Payments The emount You will have gaid after You have made All payments as schedulod.	Total Sale Price The total cost of Your purchase on Credit, including Your down- Payment of 5
0.00%	0.00%	\$	\$	\$
If not paid in full, Yo No. of Amount o payments paymonts	When Payments Ar	e Due	Itemization Cash Price Total Downpayment	of Amount Financed \$ -

You hereby elect that this Agreement shall be: irrevocable upon payment in full of the Total Sale Price

Revocable by You at Your option at all times You and the Funaral Home agree that Services and Mechandise shown on Exhibit A are: _____ Guaranteed by the Funaral Home upon timely payment of the Total Sale Price Not Guaranteed by the Funeral Home

..... Ву:

White Copy - PFDA Yellow Copy - Funeral Home Pink Copy - Purchaser

Guaranteed by the Funeral Home upon timely payment of the Total Sale Price
 Guaranteed by the Funeral Home
 You and the Funeral Home egree that Cash Advances shown on Exhibit A are:
 Guaranteed by the Funeral Home
 You and the Funeral Home upon timely payment of the Total Sale Price
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 Agreement. Only the Fune, as ugain to the Punerat Home and the Funeral Home have signed the Agreement on the day and year written bave and intend to be lagally bound. By signing this
 Agreement, the formal Home have signed the Harrosen the Funeral Home and the Trustee under the Master
 Proved Trust Agreement (the "Master Trust") between the Funeral Home and the Trustee (the "Trust").

Signature of Purchaser Signature of Licensed Funeral Director

License Number of Funeral Director

BANK

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE: You acknowledge receipt of a completed copy hereof. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the day of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

PART JI

FOR OFFICE USE ONLY

The Trustee hereby accepts the Trust herein created for the Beneficiary under the Master Pre-Need Trust Agreement with the Funeral Home.

AUTHORIZED PERSON

DATE	٩
PFT 501-01-05	

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short term fund

FAX NO. :6107753022

Secul Choice M

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

Pre-Need and Individual Trust Agreement ("The Agreement")					
	This Agreement is made this	DATE	by and between		
Funeral Home	NAME				
Address	BUSINESS ADDRESS				
and the Purchaser (hereinafter "You")	NAME	D/O/B	SOCIAL SECURITY #	· (M)	(F)
		ADDRESS	,		
for the Benefit of (if Beneficiary 's is different from	NAME	D/O/B	SOCIAL SECURITY #	(M)	(F) _,
the Purchaser)	4.4	ADDRESS	•		

Investment Direction Form

SHORT TERM FUND & MUTUAL FUND OPTIONS

Indicate below (X) your investment Direction for the funds deposited to the above-captioned SecurCholoeTM Pre-Need and individual Trust Agreement held by PNC Bank, National Association (PNC Bank) under Agreement with the Pennsylvania Funeral Directors Association. Funds may be placed in one investment or split among two or three options and one of the options must be the Short Term Eurol, even if the percentage is zero. Indicate below the percentage you would like invested in each of the options: the percentages must total 100%. (does not include annulty).

Short Term Fund - PNO Bank, trustee & Investment manager

BlackRock INTERMEDIATE GOVERNMENT BOND PORTFOLIO - PNC Bank, trustee & investment manager

- Fidelity's INVESTMENT GRADE BOND FUND* PNC Bank, trustee; Fidelity Investments, investment manager
- Vanguard'a LIFESTRATEGY INCOME FUND* PNC Bank, trustee; The Vanguard Group, Investment manager
- Vanguard's LIFESTRATEGY CONSERVATIVE GROWTH FUND* PNC Bank, trustee; The Vanguard Group,
- ant meneoer
- Fidelity's ASSET MANAGER FUND* PNC Bank, trustee; Fidelity Investments, investment manager
- BlackRock SELECT EQUITY FUND ~ PNC Bank, trustee & investment manager
- Vanguard's 500 INDEX FUND* PNC Bank, trustee; The Vanguard Group, investment manager

Fidelity's MAGELLAN FUND" - PNC Bank, trustee; Fidelity Investmente, investment manage

- (* I understand these "funds' or portfolios in these funds are not managed by PNC Bank and I and/or my successors hereby hold harmlese and indemnify PNC Bank of any and all liability and responsibility due to investment in these "funds" or portfolios in these tunds. I understand that the investment style of these "funds" or portfolios in these funds may cause fluctuation or market value including the potentiation of significant realized or unrealized losses. I understand and arm willing to accept the higher degree of risk inherent by investing in these "funds" or portfolios in these funds.)

I understand that securities available through PNC Bank are not backed by or guaranteed by PNC Bank, National Association or its atfillates and are not bank deposite, nor are they insured by, leaved by, guaranteed by or obligations of the FDIC or Federal Reserve Board. Such securities involve investment risks, including possible loss of value. For more complete information about any mutual fund selected, including charges and expenses, refer to the prospectus, I acknowledge (I) that I understand the information set forth herein and (ii) receipt and review of the prospectus for any mutual fund selected.

I understand that this selection will remain in effect until enanged by me by submitting a revised investment Direction Form (property exe-cuted) to PNC Bank, National Association, trustee.

ANNUITY OPTIONS

The Funeral Home hereby directs the investment of all funds deposited to the above-captioned SeourChoice[™] Pre-Need and Individual Trust Agreement and held in trust by PNC Bank, National Association, trustee, under the Master Trust with the Puneral Home, in an annuity contract issued by Euneral Directore Life Insurance Company.

The Funeral Home hereby directs the investment of all lunds deposited to the above-capiloned SecurChoideTM Pre-Need and Individual Trust Agreement and held in trust by Mellon Benk, National Association, trustee, under the Master Trust with the Funding Home: The mannut was a security contract leaded by Table and The Insurance Contractor Contractors and the security of the securi

The Funeral Home hereby agrees that no claim or derirand of any kind or nature whatsoever shall be made upon or asserted against the Trustee as a result of any direction with respect to such annulty given by the Funeral Home of RED.A. and should any such demand or claim be made, the Funeral Home shall defend, indemnity, and hold Trustee harmless.

I understand 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.

FUNERAL DIRECTOR'S SIGANTURE White Copy - PFDA Yellow Copy - Funeral Home PRINTED NAME & TITLE

PFT 501-01-05

PART III

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

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(iii) Agreement. 3. Default. If You fall in make any instiduent payment required noise abis Agreement within alray (90) days infort it is due, then this Agreement any be conciled at the Funcerl Hennes Voltan. If the function Henne encels into Agreement, the Panerl Hennes Voltan is the Panerl Henne encels into agreement, and while of all the payments? You have paid, together with income cancel less fees and reassigns any insurative policies in the Trust in You.

4. Termination, The True created pursuant to this Agreement on usu be minated by either You or the Puneral House at any time prior to the Beneficiary's

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writes acknowledgenera of year notice. If Yea brainhab the Agreement, the Panerak Hame will instruct the Trustee to refund to You be carrent market value of all the measy Yau have paid ander this Agreement, together wild increase carred less fies and reaviges any insurance policies in the instruction of the trust reaview of the measy Yau have paid ander the any heat penalties for early withdrawal. If the Panera Home terrohaste this Agreement, the Panerat Home will instruct the Yauren Home terrohaste this Agreement, the Panerat Home will instruct the Yaurent Home terrohaste this Agreement, the Panerat Home will instruct the Yaurent Home terrohaste this Agreement, the Panerat Home will instruct the Yaurent Home terrohaste this Agreement, the Panerat Home will instruct the Yaurent Home terrohaste this Agreement, the Panerat Home will instruct the Yaurent Home terrohaste this Agreement and the terrohaster and reassigns any paid under this Agreement, together with income earned less fees and reassigns any insurance policides in the Titus to Yau, if Your monites were placed in an annuly comment from any insur prantities for early willidrawal. This Agreement and Titus i created parameter to Leannet be terrohasted at any time after the Beneficiary has died.

Imparinal Multers II you are pro-planning in conjunction with the spend down process in order to quality fee Medicald us other processment benefits, you should be aware that chardellation of this comprast may jeopartize your eligibility and/or result in the government's earliement to a sciential.

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2. Doubt Outside of Norvice Area, You authorize the Function between the control of the second se

In transmissing a seame or surveying. 8. Rights Reserved. If the Puncyi Homes is prevented from or delayed in providing the Sarviese because of circumstances beyond its control, such us a labo dispute write, government action, optication, first, or other disaster or the unwait-edity of Merchandina, it may tank a reasonable Subticitivity of Comparise Services and Merchanike and will nut be responsible for any inconvenience, dely has or donauge in You, ha Beanciency & faultity, or their legal representatives caused by such substitution. ence, deiny,

9. Change of Beneficianys, the Beneficiary at this Agreement and Trast created assumit to its the person for when the funeral Services and Merchanliso will be rovided upon his or her dontit. You are the Beneficiary unless You designated

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someone clea as the "Beneficiary" on the front of this Agreement. If You checked the "Reveable" has an the front of this Agreement, then You may change the Beneficiary of this Agreement and Trust at any time by providing withon nuclea the Paneral Home and the Trustee unless the "Trust's usuals no givestich in an analytic contract to indicas the Trust's is funded with a life insurance policy on the life of the original Beneficiery.

10. Change of Trustee. The Huneral Home and, under certain circumstances, the Pennsylvania Functal Directors Association (PPDA), may change the Trustee, to the overt of such etange, the Functal Home will usely you of the source and address of the new Trustee. to the evi

11. Appointer of the first sector of the provint the Future Home as Your agent to do the following things on behalf of You or the Beneficiary: (a) Execute and establish the first andre the Master Trust with the Trustee: (b) Change the Trustee us permitted under the Master Trust or this Agreement or the Assert Trust as permitted under the Master Trust or this Agreement or the Assert Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Trust as permitted under the Master Trust of the Agreement or the Assert Trust of Tru

(c) Animal the Master Trust on permitted under the Master Trust Agreement or this Agreement (d) Make certifications to the Trustee for the withdrawn of funds as permitted under the Master Trust, and test Take all netlens recessary to obtain the cleath breadin under any insurance policy assigned to this Trust, apply policy dividends to the death breadin ander the desting any such instantics policy allocates to the death breadin ander the regarding way such instantics policies. (f) Take any other action of the marky is necessary or appropriate to carry on this Agreement or the Master Trust.

Operations on the research tream. 12, Substitution of Merchandläse. If the Merchandläse is not regally evaluated at the time of death of the Beneficiary, the Parent Hone may substitute other merchan-dise that is of substitutially similar or better quality. The Parent Hone will determine whether the substitute neuronalise is of substantially similar or better quality.

13. Taxes: Under the current internal Newsitus Service rulings, You may be subject to federal and tatle income taxes on any income enracit by the Trust during the life of the Beneffeiary. No distributions will be made iteou ite Trust to conside You to pay such incose. You have be such incose. You have be autored to the there iteous iteous and the trust of the set. You can be trust at iteous the trust of the set. You can be hable for any set in account in the trust of the set. You can be the set. You can be trust of the set. You can be the set. You can be there iteous the trust of the set. You can be the set of the set of the set of the set. You can be set. You can be the set. You can be set. You can be the set. Yo

14. Change of Address, You agree to prompily notify the Puteral Home and usize of any change of Your address or the Bondiciary's address. Tinate

Tostee on any competent from awares or the Databatemp a notation. 15. Protection of Trustees, You agrees for Yourself and the Hean/Edepy tink and claim of any kind shall be made against the Trustee for maything the ("Instead ease including the Trustee's compliance with the Phareral Heane's, or investment Munnager's investment directions. You agree for Yourself and the Beachleary that the Trustee will on the liable to anyone for any action nation or nut taken under this Agreement unders the Trustee intest in a gravaty negligent meaner or intentionally down workthing the Trustee knows in be manifold result.

Agreement unless the Trustoe tacks in a grassly negligent manuer or intentionally does wortelling the Trustoe knows to be manutherized. 16. Previolant Reporting Life Insurance Polision: (a) Under us circumstances will the Panarol Home or Tastee be responsible to prevan productions on any life instrumer politicies ansigned to it. Trusts it is intended that this Trusts be funded only with fully "paint-up" life Insurance on the tive of the Insurance and the trust is intended that this Trusts be funded only with fully "paint-up" life Insurance on the tive of the Insurance and the trust is the function of the trust is a statement of the trust in the trust is the function of the trust is the function of the trust is the function of the trust is a statement of the Insurance on the tive of the Insurance for the trust is a statement of the Insurance of the trust is the statement of the Bonoficiary or the carlier naturity of any toxens interest and the tensor the denth of the Bonoficiary or the carlier naturity of any toxen and the tensor of the tensor of the tensor in the epite the contracts in affect the conduction of the trust is the tensor of the state of the Bonoficiary or the carlier toxen trust is the tensor of the state of the Bonoficiary or the carlier toxen the tensor of the tensor. The Trustoe shall formis the tensor of the tensor of

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The Pennsylvania Funeral Merchandise Trust

A Preneed Merchandiss Trust... That Gives You Money Now!!

Today's preneed market is more challenging than ever. Everyone selling merchandise needs financial resources UFFRONT, in order to compete.

That's why PFDA created the Pennsylvania Funeral Merchandise Trust. After careful legal research, a method has been established that allows a separate merchandising comporation to put 70 percent of the receil price of the merchandise in trust under the terms of the Pennsylvania Future Interment Act - and makes 30 percent available to MEET THE COMPETITION with other merchandising companies.

The Pennsylvania Merchandise Trust is designed to be used by ANY SIZE operation.

It doesn't require an insurance license,

It Does create new opportunities for functal service.

It Does create cash flow to advance prepeed sales,

Don't cut back on the prensed operations that are the future of your business.

Protect the margins on merchandise that make up the largest part of a functal transaction.

If you would like more information on the Pennsylvania Funeral Trust, or the Pennsylvania Merohandise Trust, contact: M. Kenneth Baylor at 1-800-692-6068.

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http://pfds.org/members/merch.htm

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PENNSYLVANIA FUNERAL DIRECTORS ASSOCIATION

MODEL INCORPORATION KIT

HAR 5 -

FOR

PENNSYLVANIA MERCHANDISE CORPORATIONS

October, 1996

The Pennsylvania Funeral Directors Association Model Incorporation Kit for Pennsylvania Merchandise corporations is intended to illustrate to members of the Association some of the current forms of the basic documentation necessary to establish a Pennsylvania Merchandise corporation. Incorporating, like embalming, is not a "do it yourself" thing. Careful consideration must be given to a number of legal and tax issues, which only attorneys and accountants are competent to handle. It is therefore, necessary for members to consult with their attorneys and accountants in the incorporation of their merchandise business.

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