

PREFUNDED FUNERAL AGREEMENT

AGREEMENT NUMBER

THIS AGREEMENT IS FUNDED BY LIFE INSURANCE

For the benefit of

Funeral Recipient/Insured/Contract Beneficiary

Social Security Number

Address

STATEMENT OF GOODS AND SERVICES

GUARANTEED FUNERAL GOODS AND SERVICES

FUNERAL HOME SERVICES:

Basic Services of Funeral Director and Staff \$ _____
Embalming \$ _____
Other Preparation \$ _____
Use of facilities/staff/equipment for:
Visitation _____ days @ \$ _____ per day \$ _____
Funeral/Memorial Service \$ _____
Graveside Service \$ _____
Transfer of deceased to Funeral Home
(_____ Miles) \$ _____
Family car(s) Number ____ @ \$ ____ each \$ _____
Hearse \$ _____
Service Vehicle \$ _____
Forwarding/Receiving remains \$ _____
Other Services/Facilities/Equipment:
_____ \$ _____
_____ \$ _____
TOTAL FUNERAL HOME SERVICES \$ _____

FUNERAL MERCHANDISE:

Casket \$ _____
Manufacturer _____
Model Name/Number _____
Exterior Material/Color _____
Interior Material/Color _____
Cremation Container \$ _____
Manufacturer _____
Model Name/Number _____
Outer Burial Container \$ _____
Manufacturer _____
Model Name/Number _____
Material _____
Other Guaranteed Merchandise (Specify) _____
_____ \$ _____
_____ \$ _____
TOTAL FUNERAL MERCHANDISE \$ _____
TOTAL FUNERAL HOME SERVICES \$ + _____
TOTAL GUARANTEED FUNERAL PRICE \$ _____

NON-GUARANTEED CASH ADVANCE ITEMS

Acknowledgment Cards \$ _____
Obituary Notices \$ _____
Death Certificate(s) (# _____) \$ _____
Flowers \$ _____
Clergy Honorarium \$ _____
Music \$ _____
Vault Installation \$ _____
Grave Opening and Closing \$ _____
Hairdresser \$ _____
Other (Specify) _____
_____ \$ _____
_____ \$ _____

We charge you for our services in obtaining the following cash advance items:

_____ \$ _____
_____ \$ _____
Sales Tax \$ _____
TOTAL NON-GUARANTEED CASH ADVANCE ITEMS \$ _____
TOTAL GUARANTEED FUNERAL PRICE \$ + _____
TOTAL GUARANTEED AND NON-GUARANTEED FUNERAL PRICE \$ _____

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

Acknowledgment: By completing and signing this form, you acknowledge that the Seller explained the terms of this Agreement prior to you signing this Agreement, that you were shown general price lists prior to discussing prices of funeral services or merchandise, you were provided with copies of this Agreement and the Consumer Guide, and you have read and understand this Agreement.

Purchaser Initials

Purchaser Name

Funeral Location: Complete if Provider operates in multiple locations

Purchaser Address

Preferred Funeral Location (optional)

Signature of Purchaser

Provider (Funeral Home Name)

Seller Name

Provider Address

City/State/Zip

Seller Address

Signature of Provider

Date

Signature of Seller (if other than Provider)

PREFUNDED FUNERAL AGREEMENT

THIS CONTRACT GUARANTEES THE BENEFICIARY THE SPECIFIC GOODS AND SERVICES CONTRACTED FOR. NO ADDITIONAL CHARGES MAY BE REQUIRED. FOR DESIGNATED GOODS AND SERVICES, ADDITIONAL CHARGES MAY BE INCURRED FOR UNEXPECTED EXPENSES INCLUDING, BUT NOT LIMITED TO, CASH ADVANCES, SHIPPING OF REMAINS FROM A DISTANT PLACE, OR DESIGNATED HONORARIA ORDERED OR DIRECTED BY SURVIVORS.

Performance Agreement

The Provider agrees to provide the funeral services as specified by the Purchaser on the Statement of Goods and Services unless those services cannot be performed due to circumstances beyond the Provider's control. This Agreement supersedes any and all other written agreements and negotiations between the parties. This Agreement cannot be changed except by a later written agreement signed by Purchaser and Provider.

Funding

Purchaser agrees to fund this Agreement with a life insurance policy issued by National Guardian Life Insurance Company ("Insurer") on the life of the Recipient with an ultimate face amount at least equal to the Total Guaranteed and Non-Guaranteed Funeral Price and to assign the policy proceeds to the Provider. The Insurer is regulated by the Illinois Department of Insurance. The policy shall be purchased within 30 days from the date of this Agreement. The policy will be sold by a licensed agent of National Guardian Life Insurance Company. The insurance Agent may also act as the Funeral Provider's selling Agent or employee in connection with the sale of funeral arrangements to me under this Agreement.

Price Guarantee

The prices shown on the Statement of Goods and Services are the current retail prices and are illustrated for the sole purpose of establishing the amount of insurance required to fund this Agreement. When the Funeral Services are provided, the current retail prices at that time will be charged. The Provider will accept the policy death benefit as full payment for the Guaranteed Funeral Goods and Services, even if the then retail price is greater than the policy death benefit.

Charges for Cash Advance Items are estimates only and are not guaranteed. At the time of need, Recipient's family or authorized representative shall pay for any difference between the current retail price and the cash advance amount. The Provider may not allocate any portion of the cash advances to pay for Guaranteed items.

If the actual death benefits exceed the then-current retail prices, the excess shall be paid to the policy beneficiary listed on the policy, or if none the Purchaser or the Purchaser's estate.

Limitation on Price Guarantee

These price guarantees will not apply unless the policy death benefit paid is an amount at least equal to the ultimate face amount.

Penalties or Restrictions

Any penalties or restrictions related to this Agreement will be disclosed prior to the execution of this Agreement.

Assignment

Except as stated in this provision, neither the Provider nor the Seller (if different from the Provider), shall be the owner or beneficiary of the policy. However, nothing in this provision shall prevent the policyowner from irrevocably assigning ownership of the insurance policy or annuity to the Provider or a trust for the purpose of obtaining a favorable consideration for Supplemental Social Security Income benefits (SSI), Medicaid or other public assistance. If ownership of the policy is irrevocably assigned to the Provider, the Provider is to own the policy only so long as necessary to transfer ownership of the policy to a trust.

THIS CONTRACT ASSIGNMENT MAY BE REVOKED BY THE ASSIGNOR OR ASSIGNOR'S SUCCESSOR OR, IF THE ASSIGNOR IS ALSO THE INSURED AND DECEASED, BY THE REPRESENTATIVE OF THE INSURED'S ESTATE BEFORE THE RENDERING OF THE CEMETERY SERVICES OR GOODS OR FUNERAL SERVICES OR GOODS. IF THE CONTRACT ASSIGNMENT IS REVOKED, THE DEATH BENEFIT UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT SHALL BE PAID IN ACCORDANCE WITH THE BENEFICIARY DESIGNATION UNDER THE INSURANCE POLICY OR ANNUITY CONTRACT.

The Insurer is not a party to this Agreement and is not responsible for fulfillment of its terms. The responsibilities of the Insurer are solely as stated in the insurance policy. The Seller of this Agreement is a representative of the Funeral Provider and an agent with the Insurer. Compensation in the form of a sales commission may be paid to the insurance agent.

Substitution of Funeral Services

The Provider will furnish the items as described, but, if unavailable, reserves the right to substitute similar items of equal or better quality.

Freedom of Choice

At any time, Purchaser, family or authorized representative may request that a new funeral home be appointed to provide the Funeral Services. This request must be in writing. Upon acceptance by the new funeral home, Provider agrees to assign its rights and obligations in this Agreement.

Insurance Policy Termination

If the insurance policy is terminated for any reason, this Agreement automatically ends and the Provider is relieved of all responsibility under the Agreement. This Agreement automatically ends if the insurance policy is cancelled, allowed to lapse, borrowed against, surrendered for cash, if annuity payments are paid out before death, or if the assignment of proceeds to the Provider is revoked.

Cancellation

This Agreement is revocable and may be cancelled by the Purchaser upon written notice to the Provider at any time before the Provider provides the Funeral Services. Cancellation of this Agreement will not cancel the insurance policy, which must be cancelled according to the specific terms of the insurance policy. If the insurance policy is cancelled or surrendered more than 30 days from issue, the cash value, if any, will be refunded. The cash value may be less than the premiums paid. All refunds relating to the insurance policy will be made within 30 days after receipt of written notice by the Insurer.