

Premier Funeral Services, Inc.
7043 Commerce Park Dr.
Salt Lake City, UT 84047
801-930-9822
License #7328502-0901

GUARANTEED PRENEED FUNERAL ARRANGEMENT CONTRACT
FUNDED BY INSURANCE POLICY OR ANNUITY CONTRACT

This contract is entered into this _____ day of _____, 20____, between _____ Hereinafter called "Buyer" and _____, hereinafter called "Provider," a preneed funeral arrangement provider licensed in the state of Utah. This is a guaranteed product contract, not insurance, although the contract is funded by insurance or annuity.

1. RECIPIENT OF GOODS AND SERVICES

Recipient of goods and services means the individual who at death will receive the goods and services purchased under this Contract. The Recipient of goods and services or beneficiary of this Contract is as follows:

Recipient _____ Social Security # _____ Date of Birth _____
 Address, including City, State, Zip _____

Professional Services:

Arrangement and Professional Staff Services \$ _____

 Transfer of Remains to Mortuary _____ \$ _____
 Embalming _____ \$ _____
 Reason for embalming _____

 Other Preparation of the Deceased _____ \$ _____
 Additional Services of the Funeral Director and Staff _____ \$ _____
 Use of Facilities for Funeral Ceremony _____ \$ _____
 Use of Facilities for Visitation _____ \$ _____
 Funeral Coach _____ \$ _____
 Family Car _____ \$ _____
 Acknowledgment Cards _____ \$ _____
 Memorial Folders without Picture _____ \$ _____
 Memorial Book _____ \$ _____
 Additional Services _____ \$ _____

Total for Professional Service Selected \$ _____

I WAS SHOWN A GENERAL PRICE LIST
 DATED _____

INITIAL OF PURCHASER

Funeral Goods and Merchandise Selected:

Casket _____ \$ _____
 Description _____

 Outer Burial Container _____ \$ _____
 Description _____

 Reason for Outer Burial Container _____

 Cremation Alternative Container _____ \$ _____
 Urn _____ \$ _____
 Description _____
 Additional Merchandise _____ \$ _____
 _____ \$ _____

Total for Goods and Merchandise Selected \$ _____

Total Guaranteed Funeral Amount \$ _____

Additional Benefit: For Recipient's benefit, Provider has given Buyer the option of adding coverage to the face amount of the insurance policy/annuity contract. If additional benefit is included, the total death benefit payable will be prorated to the goods and services selected and to the additional benefit. The additional benefit amount will be paid to the contingent beneficiary named in the insurance policy/annuity contract for use however he or she deems necessary. \$ _____

Total Guaranteed Funeral Amount Plus Additional Insurance \$ _____

2. REQUIRED SIGNATURES

This contract is not valid until all required signatures below have been obtained. The Buyer should seek legal counsel before signing this contract if Buyer does not fully understand the contract.

Buyer's Signature _____ Date Signed _____

Preneed Sales Agent's Signature _____ License Number _____ Date Signed _____

Insurance Agent's Signature _____ License Number _____ Date Signed _____

Funeral Service Director's Signature _____ License Number _____ Date Signed _____

STATE OF UTAH, COUNTY OF _____)

The signature of the Funeral Service Director on the foregoing instrument was acknowledged before me this _____ day of _____, 20____. My Commission Expires: _____ Residing in: _____

Notary

3. BUYER REPRESENTATIVE

The Buyer shall have the right to appoint a representative, who shall have the Buyer's power of attorney, to act for and on behalf of the Buyers for purposes of arranging services under this contract at Recipient's death or making other decision regarding this contract. In the event the Buyer's representative predeceases the Buyer, the Buyer or the Buyer's next of kin shall have the right to appoint a replacement representative.

Representative _____ Social Security # _____ Date of Birth _____

Address _____ City _____ State _____ Zip _____

4. NOTICE TO BUYER'S REPRESENTATIVE

It is advisable to inform person living outside of your personal residence, who may be responsible to make funeral arrangements, that you have entered into a preneed funeral arrangement contract so that when your death occurs, they will know to contact our funeral firm. As required by UTAH CODE ANN. § 58-9-701(7) (2003), if you desire, we will assist you in informing these persons. Please indicate if you want us to assist by indicating your choice below (check one):

I want you to provide written notice to the following persons that I have entered into a preneed funeral arrangement contract and provide a copy of the entire contract to them.

Name _____ Address _____ City _____ State _____ Zip _____

I want you to provide written notice to the following persons that I have entered into a preneed funeral arrangement contract and give them information regarding who to contact to arrange for funeral services, but do not provide a copy of the entire contract to them.

Name _____ Address _____ City _____ State _____ Zip _____

I don't want you to advise anyone. I will be responsible for informing persons who will be responsible for my funeral arrangements to contact you.

5. SELECTION OF FUNERAL GOOD AND SERVICES

The goods and services shown are those we can provide to our customers. You may choose only the items you desire, however, any funeral arrangement you select will include a charge for our basic services. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected. Except in certain circumstances, embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as a funeral with a viewing. If you do not want embalming, you usually have the right to choose an arrangement which does not require you to pay for it, such as direct cremation or immediate burial. This Contract only applies to goods and services listed.

6. BUYER'S OBLIGATIONS

Buyer agrees to designate Provider as the beneficiary of a life insurance policy to be written on the life of the Recipient of Goods and Services of this Contract, in a face amount at least equal to the total amount set forth at on page one item #1. The beneficiary designation shall be made contingent upon the provision of the funeral goods and services by the Provider as its interests may appear. In other words, the designation shall require that the Provider provide the funeral goods and services selected in the Contract before being entitled to the proceeds of the life insurance policy which funds this Contract.

7. PROVIDER'S OBLIGATIONS

Absent a default by Buyer, Provider agrees that at the time of need it or its successors or assigns will furnish the funeral goods and services selected on page one item # 2, "Selection of Funeral Goods and Services", regardless of the market price at the time of need. Provider shall not accept or be entitled to the life insurance proceeds funding this Contract, beyond the Provider's insurable interest which is defined as the current price for goods and services as determined by Provider's price list in effect at Recipient's death for such goods and services actually furnished under this contract. Provider further agrees that the life insurance policy is a policy which complies with the requirements of Title 31A, "Insurance Code", and is filed with the Utah Department of Insurance. Provider agrees to assign any claim or right to any amount in excess of the insurable interest under the life insurance policy to the Buyer or Buyer's Representative or heirs.

8. ITEMS NOT INCLUDED IN THIS CONTRACT

This contract does not include goods and services not selected on page one for inclusion in this contract.

9. IRREVOCABILITY

This contract is irrevocable except as set forth in paragraphs 6 and 7.

10. LIFE INSURANCE PROCEEDS

Provider shall be entitled to payment of the life insurance proceeds representing the prorata portion of the total insurance purchased for the contract price of goods and services selected which is funding this contract upon providing the funeral goods and services selected in this contract, provided that the proceeds of the prorata portion may not exceed the lower of the Provider's price for the goods and services as set forth on page on item # 2 or the provider's price list in effect at the date it provides the goods and services. The Buyer or the Buyer's designated beneficiary is entitled to any proceeds beyond Provider's insurable interest or to funds to which the Provider is not entitled.

11. EXCEPTION TO FUNERAL SERVICE AGREEMENT FUNDING GUARANTEE

If this contract is funded by the purchase of a limited pay graded benefit whole life policy on the life of the contract beneficiary, the Funeral Service Agreement will NOT be guaranteed until your Graded Benefit Policy has passed the grading period and reached the full death benefit. (Graded benefit is not available in all states.)

12. DEATH AND/OR REQUESTED BURIAL OF RECIPIENT OF GOODS & SERVICES OUTSIDE PROVIDER'S SERVICE AREA

If the death of recipient of goods and services occurs outside the area the provider is reasonably able to serve, Provider shall assign its rights under the life insurance policy to the funeral service provider designated by the Buyer or the Buyer's representative. All charges by another funeral home in excess of the amounts available under the life insurance policy shall be the sole responsibility of the Buyer or Buyer's Representative or heirs. Following such assignment, Provider shall then be relieved of all liabilities and obligations under this Contract.

13. BUYER DEFAULT

The Buyer shall be in default upon the occurrence of any of the following:

- (a) changing the beneficiary designation of an insurance policy funding this Contract in whole or part;
- (b) allowing an insurance policy funding this Contract in whole or in part to lapse;
- (c) borrowing against an insurance policy funding this Contract in whole or in part;
- (d) assigning an insurance policy funding this Contract in whole or in part; or
- (e) any other action upon part of the policy owner or insured which may result in cancellation of policy or nonpayment of policy proceeds.

14. INCORPORATION BY REFERENCE OF EXHIBITS

All Exhibits referenced in this Contract are incorporated by reference into this Contract.

15. PROVIDER DEFAULT

The Provider shall be in default upon the occurrence of any of the following:

- (a) failure to provide the goods and services at the time of need when requested; or
- (b) substantial evidence that the provider is or will be unable to provide the personal property or services to the beneficiary as provided under the contract.

Buyer may revoke this contract for Provider default. If this contract is revoked for Provider default, Buyer shall be entitled to assignment of the insurance policy to the Buyer.

16. IMPOSSIBILITY OF PERFORMANCE

In the event it becomes impossible for Provider to perform this contract as a result of destruction of its facilities by fire, flood, or otherwise, or because of labor disputes, government enactment or regulations, water epidemic, or other disaster, Provider shall at the request of Buyer or Buyer's Representative or heirs assign its right under the life insurance policy to the funeral service provider designated by the Buyer or the Buyer's representative or heirs. All charges by another funeral home in excess of the amounts available under the life insurance policy shall be the sole responsibility of Buyer or Buyer's Representative or heirs. Following such assignment, Provider shall then be relieved of all liabilities and obligations under this Contract.

17. MODIFICATION

This Contract may be modified only by a written agreement signed by the Provider and Buyer.

18. MUTUAL RECISSION

This Contract may be rescinded by written agreement signed by the Provider and Buyer.

19. MEDICAID ELIGIBILITY NOTICE

Under federal regulations, a Medicaid recipient whose preneed contract is revoked or mutually rescinded may become ineligible for Medicaid benefits. Before permitting or causing your preneed agreement to be rescinded or revoked, Buyer should seek the advice of a private attorney or a Medicaid representative.

20. ASSIGNMENT

The Buyer shall not assign its rights hereunder without the written consent of the Provider. Provider may assign its rights hereunder.

21. ATTORNEY'S FEES AND COURT COSTS

If either party to this Contract incurs attorney's fees and/or court costs to enforce this Contract or establish the default of the other, that party shall be entitled to attorney's fees and court costs.

22. ENTIRE CONTRACT

This Contract contains the entire agreement of the Provider and Buyer and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements which modify, interpret, construe, or affect this Contract.

23. CONTRACT FORM APPROVAL

The form of this contract was approved by the State of Utah, Department of Commerce, Division of Occupational and Professional Licensing on February 6, 2007. Please be aware that the Division's approval, only means that the contract meets minimum content requirements contained in the Utah Funeral Services Licensing Act and Rules. This approval does not constitute a finding that the contract meets the requirements of any other statute or any other legal requirement, does not constitute a review of the provider's financial ability to provide the goods and services at any future date and does not constitute a determination that purchasing a preneed contract is the best alternative for a person to plan for their funeral. Purchaser should consider seeking appropriate advice from qualified persons, such as an attorney or CPA before entering into any contract.

24. BUYERS RIGHT TO CANCEL

If this contract was solicited at your residence and you do not want the goods and services, you may cancel this contract by mailing a cancellation notice to Provider. The notice must state that you do not want the goods and services and must be mailed to the office of the Provider at the address set forth herein before midnight on the third business day after you sign this Contract. This right is distinct from an insured's right under Utah Code Ann. §31A-22-423, to cancel any insurance policy funding this agreement by delivering or mailing the insurance policy to the insurer or its agent within ten days after the policy is delivered to the insured, requesting cancellation of the policy.