Transferring existing pre-need funeral funds

TRANSFER DOCUMENTS are for your use to appoint Fiduciary Partners, Inc. ("Fiduciary Partners") as trustee of the Futura Funeral Trust for existing pre-need funeral funds currently held at other financial institutions.

For new pre-need funeral funds, please use NEW PRE-NEED CONTRACT DOCUMENTS, which includes the Master Trust Agreement and Pre-Need Contract forms.

Note: Due to the legal complexity of combining old pre-need funeral agreements under one master trust agreement and the lack of necessary account history, the documentation required for transfers under these TRANSFER DOCUMENTS are more involved. If an old pre-need funeral agreement is revocable and the customer is available and competent, it is preferable that the customer sign a new Pre-Need Contract. If this occurs, these TRANSFER DOCUMENTS will not be necessary.

TRANSFER DOCUMENTS INCLUDE:

I. Notification Letter
II. Trustee Appointment Agreement
III. Master Trust Agreement
IV. Indemnification Agreement
V. Provider-Licensee Firm Servicing Information
TRANSFER DOCUMENT INSTRUCTIONS

Should you have any questions relating to the trust, the transfer process or any of the forms required, please contact Jen Fechter at (855) 408-9285. Electronic versions of the Transfer Documents can also be downloaded from the FUTURA FUNERAL TRUST website, www.futuratrust.com.

I. Notification Letter – The Notification Letter notifies the Comptroller and the financial institution that currently holds the Funds that you have appointed Fiduciary Partners as the new trustee and that Fiduciary Partners has accepted the office of trustee and the transfer of the Funds. The letter can be typed or printed (using the electronic version) on your letterhead.

1. Fill in the address block at the top of the letter with the name and address of the financial institution that currently holds the Funds.
2. Fill in the name of your Company in the first blank and the name of the financial institution that currently holds the Funds in the second blank.
3. Complete and sign the signature block at the end of the letter.
4. Complete the List of Accounts form.

II. Trustee Appointment Agreement – With the Trustee Appointment Agreement you appoint Fiduciary Partners as trustee and Fiduciary Partners accepts the office of trustee. This is also the legal instrument that provides for the transfer of the Funds to Fiduciary Partners.

Fill in the name of your Company in the first blank, fill in the name of the financial institution that currently holds the Funds in the second blank, and complete and sign the “Provider” signature block.

III. Master Trust Agreement – The Master Trust Agreement will govern how Fiduciary Partners administers the Funds. If you have previously signed the Master Trust Agreement with Fiduciary Partners then you do not need to sign and return this agreement. To complete this agreement, simply complete and sign the “Provider” signature block.

IV. Indemnification Agreement – The Indemnification Agreement protects Fiduciary Partners as the new trustee under the old Pre-Need Contract, if you wish to transfer Funds to Fiduciary Partners without having the purchaser sign a new pre-need agreement. To complete this agreement, please fill in the name of your Company in the first blank and complete and sign the “Provider” signature block.

A Pre-Need Contract Term Sheet (Exhibit A to the Indemnification Agreement) must also be completed for each existing Pre-Need Contract to provide Fiduciary Partners with the information that would otherwise be provided in a new Pre-Need Contract.

V. Provider-Licensee Firm Servicing Information – The Provider-Licensee Firm Servicing Information will provide information to the trustee and servicing agent to communicate with you and deposit funds to your account according to your instructions. This form is only required to be filled out once for all submitted paperwork.

Once you have completed and signed the Notification Letter, Trustee Appointment Agreement, Master Trust Agreement (if applicable) and Indemnification Agreement, simply forward all of the documents to Jen Fechter at the address below. Fiduciary Partners will forward the letter, along with the Trustee Appointment Agreement to the appropriate recipients to complete the notification process, and will complete the transfer of the trust funds as outlined in the documents.

FIDUCIARY PARTNERS INC., TRUSTEE • 3913 W PROSPECT AVE STE 201 • APPLETON WI 54914-8797
DIRECT TOLL FREE: (855) 408-9285 • FAX: (920) 882-4283 • EMAIL: jen@futuratrust.com
www.futuratrust.com
Date: ___________

Illinois Office of the Comptroller  
Cemetery Care and Burial Trust Dept.  
100 W. Randolph, Suite 15-500  
Chicago, IL 60601

RE: Notice of Acceptance of Office of Trustee and Transfer of Funds

Dear Sir or Madam:

Please accept this letter as notice that ___________________________ ("Provider") has appointed a new trustee, Fiduciary Partners, Inc., a corporate fiduciary as defined in the Illinois Corporate Fiduciary Act, for certain pre-need funeral funds (the "Funds"), as identified on the enclosed List of Accounts. The Funds are currently held at ___________________________ ("Financial Institution"). Further, please accept this letter as notice of our intent to transfer the Funds from the Financial Institution to Fiduciary Partners. By this letter we are authorizing and directing the Financial Institution to transfer all of the Funds identified on the enclosed List of Accounts to Fiduciary Partners, pursuant to instructions they will provide.

Enclosed is a copy of the Trustee Appointment Agreement by which (i) we appoint Fiduciary Partners as trustee, (ii) Fiduciary Partners accepts the office of trustee, and (iii) we authorize the transfer of the Funds from the Financial Institution to Fiduciary Partners.

Pursuant to 225 ILCS 45/2(g), the effective date of the new trustee and the transfer of the funds can take place no sooner than thirty (30) days from the date on which the Illinois Office of the Comptroller receives this notice.

If you have any questions, or require anything further in regard to this matter, please do not hesitate to contact me.

Sincerely,

______________________________
Signature

______________________________
Print or type name

______________________________
Name of Licensed Funeral Home  
Funeral or Burial Trust License #

Enclosures:  List of Accounts  
Trustee Appointment Agreement
List of Accounts:
Transfer of Pre-need Funeral Funds
To Fiduciary Partners, Inc.

Date: __________________

Funeral Home Information
Name: __________________
License No: __________________

Financial Institution Contact information
Name: __________________
Contact Person (if known): __________________
Address: __________________

Phone: __________________

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<th>Account #</th>
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(Attach more pages if needed)
TRUSTEE APPOINTMENT AGREEMENT

This Trustee Appointment Agreement is between ___________________________ (“Provider”) and Fiduciary Partners, Inc. (“Fiduciary Partners”). Provider has entered into pre-need funeral contracts (“Contracts”) with its customers and pursuant to the Contracts Provider has placed certain funds (“Funds”) into an account at ____________________________.

NOW, THEREFORE, in consideration of the mutual obligations, promises and other good and valuable consideration the parties agree as follows:

1. Appointment and Acceptance of Office of Trustee and Transfer of Funds. Provider hereby appoints Fiduciary Partners as trustee and Fiduciary Partners hereby accepts the office of trustee. Provider hereby authorizes the transfer of the Funds to Fiduciary Partners and Fiduciary Partners hereby accepts the transfer of the Funds.

2. Hold Harmless. Provider agrees that Fiduciary Partners, as trustee, shall not be required to examine the accounts, records and/or any acts or omission of any previous trustee, corporate fiduciary or individual or entity functioning in a similar capacity, nor shall Fiduciary Partners be responsible for any act or omission on the part of any previous trustee, corporate fiduciary or individual or entity functioning in a similar capacity.

3. Delegation of Investment Functions. Provider understands, acknowledges and is on notice that, in accordance with Illinois law, Fiduciary Partners intends to delegate the investment functions relating to the Funds to GSV Investment Advisors, LLC or other entity as may be selected from time to time by trustee a qualified third-party specialized in performing such functions.

4. Effective Date. Pursuant to 225 ILCS 45/2(g), the effective date of the trustee appointment and the transfer of the Funds can take place no sooner than thirty (30) days from the date the Illinois Office of the Comptroller’s receives of notice that a successor trustee has accepted the office of trustee.

IN WITNESS WHEREOF, the parties hereby executed this Trustee Appointment Agreement as of the latest date written below, and such date shall be the date of the Trustee Appointment Agreement.

PROVIDER - LICENSEE

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________

FIDUCIARY PARTNERS, INC.

By: ____________________________
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________
INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is between ("Provider") and Fiduciary Partners, Inc. ("Fiduciary Partners"). Provider has previously entered into pre-need funeral contracts ("Old Contracts") with its customers and, pursuant to the Old Contracts, Provider has collected certain funds ("Funds") from the purchasers of the Old Contracts which Provider desires to transfer to Fiduciary Partners to be held in trust.

NOW, THEREFORE, in consideration of the mutual obligations, promises and other good and valuable consideration the parties agree as follows:

1. Master Trust Agreement. The parties hereto have entered into a Master Trust Agreement, concurrent with this Agreement, which governs Fiduciary Partners’ administration of the Funds.

2. Pre-need Funeral Contracts. Provider has previously entered into Old Contracts with its customers. Provider acknowledges and agrees that:
   a. Fiduciary Partners may or may not have received copies of the Old Contracts and Fiduciary Partners may not be aware of the terms and conditions upon which the customers entered into the Old Contracts.
   b. Provider shall complete a Pre-Need Contract Term Sheet, the form of which is attached hereto as Exhibit A, which contains the information necessary to allow Fiduciary Partners to accept and administer the Funds.
   c. Failure to provide a New Contract or a Pre-Need Contract Term Sheet from each Old Contract may result in the applicable customer’s Funds not being accepted by Fiduciary Partners. Fiduciary Partners, in its sole discretion, reserves the right to accept or reject any Funds.

3. Representations and Warranties. Subject to Section 4, Provider represents and warrants that:
   a. the Funds have been held and administered in a manner consistent with the Illinois Funeral or Burial Funds Act, as amended ("Act");
   b. the Master Trust Agreement replaces any previously existing Master Trust Agreement;
   c. the Master Trust Agreement is consistent with any and all terms and conditions governing the Funds; and
   d. all Old Contracts are consistent with the requirements of the Act.

4. Indemnification. To the extent the Funds have not been held and administered in a manner consistent with the Act; or it is determined that the Master Trust Agreement agrees to defend, indemnify and hold harmless Fiduciary Partners and its employees, owners, officers and directors (the “Indemnified Parties”) from all actions, suits, claims, and proceedings ("Claims") and any judgments, damages, fines, costs and expenses (including reasonable attorney’s fees) brought or commenced by any federal, state, or local governmental authorities, or any other person or entity against any Indemnified Parties relating to the Old Contracts, Funds or previous Master Trust Agreements.
5. **Hold Harmless.** Provider agrees that Fiduciary Partners, as trustee, shall not be required to examine the accounts, records and/or any acts or omission of any previous trustee, corporate fiduciary or individual or entity functioning in a similar capacity, nor shall Fiduciary Partners be responsible for any act or omission on the part of any previous trustee, corporate fiduciary or individual or entity functioning in a similar capacity.

**IN WITNESS WHEREOF,** the parties hereby executed this Indemnification Agreement as of the latest date written below, and such date shall be the date of the Indemnification Agreement.

**PROVIDER - LICENSEE**

By:________________________________________

Printed Name:________________________________

Title:________________________________________

Date:________________________________________

**FIDUCIARY PARTNERS, INC.**

By:________________________________________

Printed Name:________________________________

Title:________________________________________

Date:________________________________________
Exhibit A
Pre-Need Contract Term Sheet

Original Contract No.: ____________________________
(Completed by Provider)
New Contract No.: ____________________________
(Completed by trustee/agent)

("Provider") is providing this Pre-Need Contract Term Sheet ("Term Sheet"), which is based on the original Pre-Need Contract referred to above (the "Contract") between the Provider and ____________________________ ("Purchaser"). The Contract is a trust-funded, pre-arranged funeral contract for the benefit of ____________________________ ("Beneficiary"). This Term Sheet is being provided in conjunction with that certain Indemnification Agreement between Provider and Fiduciary Partners, Inc.

1. **Indicate which option pertains to the Contract:**

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<td>Guaranteed Form: This contract guarantees the price the beneficiary will pay for the goods and services specified in the Contract.</td>
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<tr>
<td>☐</td>
<td>Non-Guaranteed Form: This contract does not guarantee the price the beneficiary will pay for the goods or services specified in the Contract.</td>
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2. **Provider Information**
   
   Principle Office: ____________________________
   
   Address: ______________________________________
   
   Branch Office, if any: ____________________________
   
   Address: ______________________________________
   
   Parent Company, if any: ____________________________
   
   Address: ______________________________________

3. **Purchaser Information**
   
   Name: ____________________________
   
   Address: ______________________________________
   
   Birth Date: ____________________________
   
   Social Security No.: ____________________________

4. **Beneficiary Information (if different than Purchaser)**
   
   Name: ____________________________
   
   Address: ______________________________________
   
   Birth Date: ____________________________
   
   Social Security No.: ____________________________

5. **Original Depository/Custodian**
   
   Name: ____________________________
   
   Address: ______________________________________

6. **Current Depository/Custodian (if different than Original Depository/Custodian)**
   
   Name: ____________________________
   
   Address: ______________________________________
7. Describe the nature of the relationship between Purchaser and Beneficiary (if any):

8. Name and address of Provider’s branch location where funeral will be provided:

9. Indicate which option pertains to the Contract:

☐ PAID IN FULL: Contract paid in full. (If the Contract was an installment contract but all payments have been made, please check the “Paid in Full” box.)

☐ INSTALLMENTS: Contract being paid in installments. (If the Contract was an installment contract but all payments have been made, please check the “Paid in Full” box.)

10. Indicate whether the Contract is NONREVOCABLE:

☐ Check this box if the purchaser designated that payments made under the Contract are to be treated as irrevocable.

11. Original principal balance (including all installments, if applicable): $_________

12. Most recent balance (including interest), if known: $_________

13. Date of most recent balance, if known: ___________________________

14. Total amount withheld by Provider (now or at any time during the existence of the Contract): $_______________________

Please attach a copy of the Statement of Goods and Services originally provided to Purchaser.

__________________________
Signature of Provider-Licensee

__________________________
Print or Type Name

Name of Licensed Funeral Home ____________________________
Funeral or Burial Trust License No. ________________________