



MASSACHUSETTS FUNERAL SERVICES AGREEMENT

This Agreement is made and entered into as of this _____ day of _____, 20____ by _____, a _____ licensed under the laws of the Commonwealth of Massachusetts to provide funeral services (the "Funeral Director"), Wachovia Bank N.A., (the "Trustee") and Cooperative Funeral Fund, Inc. a Massachusetts Corporation (the "Investment Advisor"). This Agreement is being entered into on behalf of each Purchaser who entered into or enters into a Pre-Need Agreement in the form of Exhibit A with Funeral Director (collectively, the "Purchasers").

ARTICLE I Appointment of Trustee

1.1 Appointment of Trustee. Wachovia Bank N.A., hereby accepts its appointment by Funeral Director as an Trustee to administer and maintain the Trust Account.

1.2 Investment of Funds. The Trustee shall invest the Trust Funds, upon instruction given in writing or orally and confirmed in writing of the Investment Advisor in such investments as are permitted under Massachusetts General Law, Section 203a of the Uniform Common Trust Fund Act, which investments shall be further restricted to: Government Securities, Corporate Bonds (A or better rated), Money Market Funds, Certificates of Deposit and Insurance Annuity Contracts, if such investments are reasonably available for purchase. The Trustee shall have no liability for any losses relating to any investments made in accordance with the instructions of the Investment Advisor.

1.3 Responsibility of Trustee. Trustee shall exercise reasonable care and diligence in maintaining the Trust Account. On a monthly basis Trustee shall prepare and furnish to the Investment Advisor summary information concerning interest earned on the Trust Account. The preparation of information and tax returns is the responsibility of the Investment Advisor as stated in Sections 2.3 and 3.3 herein. The Duties of the Trustee are purely ministerial and Trustee shall not be responsible for the acts or omissions of the Funeral Director, the Investment Advisor, or any Purchaser.

1.4 Deposit and Receipt of Funds. Funeral Director shall promptly deliver all checks accepted by Funeral Director pursuant to a Pre-Need Agreement to the Trustee directly or via the Depository Account. The Trustee shall transfer all funds in the Depository Account to the Trust Account on the 14th and 28th of each month (or if either day is not a Business Day, the next Business Day) and on such other Business Day as the Investment Advisor may request by giving the Trustee one Business Day's notice of such request; provided, however, that the total number of such transfers in one month shall not exceed six. The Trust Funds shall be held in the Trust Account until disbursements therefrom are made in accordance with Sections 1.7, 2.4, 3.4 or 3.5 herein.

1.5 Rights of Trustee.

- (a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by a person authorized to do so. The Trustee need not investigate any fact or matter stated in any document submitted to it.
- (b) Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on a Certificate of Funeral Director, an affidavit submitted pursuant to Section 3.5 or, upon instruction of Investment Advisor duly given in accordance with Section 1.2 or Section 2.3 (a).
- (c) The Trustee may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- (d) The Trustee may resign pursuant to Section 1.9 hereof.
- (e) The duties and obligations of the Trustee shall be determined solely by the express provisions herein and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Funeral Services Agreement. The Trustee shall have no fiduciary responsibility. The Trustee shall have no liability or duty to inquire into the terms and conditions of any agreement to which it is not a party.
- (f) If a controversy arises between one or more of the parties hereto, or between any of the parties hereto and any person not a party hereto, as to whether or not or to whom the Trustee shall deliver the Trust Funds or any portion thereof or as to any other matter arising out of or relating to this Agreement or the Trust Funds deposited hereunder, the Trustee shall not be required to determine same and need not make any delivery of the Trust Funds or any portion thereof but may retain such funds until the rights of the parties to the dispute shall have finally been determined by agreement or by final order of a court of competent jurisdiction, provided, however, that the time for appeal of any such final order has expired without an appeal having been made. The Trustee shall deliver the Trust Funds or any portion thereof within fifteen days after the Trustee has received written notice of any such agreement or final order (accompanied by an affidavit that the time for appeal has expired without an appeal having been made). The Trustee shall be entitled to assume that no such controversy has arisen unless it has received a written notice that such a controversy has arisen which refers specifically to this Agreement and identifies by name and address the adverse claimants to the controversy. If a controversy of the type referred to in this paragraph arises, the Trustee may, in its sole discretion but shall not be obligated to, commence interpleader or similar actions or proceedings for determination of the controversy.
- (g) In the event that the Trustee receives or becomes aware of conflicting demands or claims with respect to any funds, securities, property or documents deposited or delivered in connection herewith, or the parties disagree about the rights and obligations, or the propriety, of any action contemplated by the Trustee hereunder, or if the Trustee otherwise has any doubts as to the proper disposition of funds or the execution of any of its duties hereunder, the Trustee shall have the right to discontinue any or all further acts on its part until such conflict, disagreement or doubt is resolved to its satisfaction. In addition, the Trustee may, in its sole discretion, file an action in interpleader in any court of competent jurisdiction to resolve the dispute or uncertainty. The Funeral Director and Cooperative Funeral Fund, Inc. agree, jointly and severally, to indemnify the Trustee and hold it harmless from and against all costs, including reasonable attorney's fees and expenses incurred by it in connection with such action. In the event that the Trustee files an action in interpleader, it shall thereupon be fully released and discharged from all further obligations to perform any and all duties or obligations imposed upon it by this Agreement, other than safekeeping of the assets in the Trust Account, if not paid into court.

1.6 Uncollectible Checks. In the event that any checks deposited in the Trust Account or the Depository Account prove uncollectible after the funds represented thereby have been released by the Trustee, Funeral Director shall promptly reimburse Trustee upon request and Trustee shall deliver the returned checks or other instruments to Funeral Director.

1.7 Fees. The Trustee shall be entitled to the compensation for services rendered as Trustee hereunder set forth in Schedule I hereto and reimbursement for all expenses incurred by them in performing their duties hereunder. Such compensation and reimbursement shall be payable from the Trust Funds.

1.8 Indemnity of Trustee.

(a) Funeral Director agrees to indemnify and hold the Trustee harmless against and from any and all costs, expenses, claims, losses, liabilities and damages (including reasonable attorney's fees) that may arise out of or in connection with the Trustee's performance as Trustee hereunder, provided, however, that Funeral

Director shall not be liable hereunder and need not reimburse any expense or indemnify against loss or liability incurred (i) as a result of an act or omission of Investment Advisor as set forth in paragraph (b) below or (ii) gross negligence or willful misconduct of the Trustee. The Trustee shall notify Funeral Director promptly of any claim asserted against it, for which it might seek indemnity hereunder. Funeral Director shall defend the claim and the Trustee shall cooperate in the defense.

(b) Investment Advisor agrees to indemnify, defend and hold harmless the Trustee from and against any loss, damage, expense, liability or claim which the Trustee may incur insofar as such loss, damage, expense, liability or claim arises out of or is based upon any act or omission by Investment Advisor. The Trustee shall notify Investment Advisor promptly of any claim asserted against it for which it might seek indemnity hereunder. Investment Advisor shall defend the claim and the Trustee shall cooperate in the defense. Investment Advisor shall not be liable hereunder and need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through its gross negligence or willful misconduct.

1.9 Replacement of the Trustee.

(a) The Trustee may resign by giving sixty (60) days' written notice to the Funeral Director and Investment Advisor at their respective principal places of business, such resignation being effective on the 60th day after such notice is given. The Trustee may be removed by Funeral Director upon sixty (60) days' written notice to the Trustee.

(b) Funeral Director shall promptly appoint a successor Trustee. A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee. Thereupon the successor Trustee shall have all the rights, powers and duties of an Trustee hereunder. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee. In the event that at the end of the sixty(60) day period following delivery of a notice of resignation by the Trustee, no successor has been appointed, the Trustee's sole responsibility under this Agreement shall be to hold the Trust Funds held by it until receipt by the Trustee of an instrument of acceptance executed by a successor Trustee and both approved by Investment Advisor and Funeral Director. Upon termination, all fees, costs, expenses and charges incurred by the retiring Trustee shall be promptly paid from the Trust Fund in accordance with Section 1.7 herein.

ARTICLE II Appointment of Investment Advisor

2.1 Appointment of Investment Advisor. Funeral Director hereby appoints and Investment Advisor hereby accepts its appointment as, Investment Advisor to provide written instructions to Trustee with respect to the investment of the Trust Funds held in the Trust Account.

2.2 Representations and Warranties of Investment Advisor. Investment Advisor represents and warrants that it is a Corporation duly registered and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to carry on its business and perform the duties contemplated hereunder.

2.3 Duties of Investment Advisor.

(a) Investment Advisor shall instruct in writing the Trustee with respect to investment and reinvestment of the Trust Funds. Investment Advisor will provide the Trustee with corporate resolutions, certificates of incumbency, signature examples and other documents which the Trustee may reasonably require, setting forth the officers or other persons authorized to provide instructions on behalf of Investment Advisor to the Trustee. Investment Advisor will use reasonable care instructing the Trustee with respect to investments of the Trust Funds. Investments of the Trust Funds shall at all times be limited to those investments authorized in Section 1.2 herein. Subject to the foregoing, any investment hereunder shall be an authorized investment if purchased or retained in the exercise of that degree of judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their affairs.

(b) Investment Advisor shall maintain all records and provide all accounting and all tax compliance services with respect to the Trust Account, including without limitation, the preparation and filing of all information returns, such as IRS Forms 1099 INT's, 1099Bs, and k-1s and the preparation and filing of all tax returns, such as forms 1041's to the extent required. Investment Advisor shall provide monthly statements showing the allocation of Trust Funds as they relate to each Pre-Need Agreement. Investment Advisor shall be deemed to be acting as Plan Administrator when performing these functions.

(c) Investment Advisor shall not take possession of assets held in the Trust Account. Communications to Trustee shall be in writing or orally and confirmed in writing promptly thereafter to an individual or individuals designated by the Trustee from time to time.

(d) Investment Advisor may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. Investment Advisor need not investigate any fact or matter stated in the document.

(e) Investment Advisor shall not be liable for any action it takes or omits to take in good faith in reliance on a Certificate of Funeral Director, an affidavit submitted pursuant to Section 3.5 or any instructions received by it from Trustee.

(f) Investment Advisor shall maintain, on behalf of Funeral Director and each funeral director who is a party to the Funeral Services Agreement similar in form and substance to this Agreement, a list of all such funeral directors in the form of Exhibit B hereto, and shall furnish a copy of such Exhibit B in its most current form to Funeral Director upon written request.

(g) Investment Advisor is authorized and required to send a confirmation notice of deposits into the trust account to Funeral Director and/or purchaser.

2.4 Expenses and Compensation. Investment Advisor shall be entitled to a fee of 1.25% per annum of the balances at the last Business Day of the month of the Trust Funds, payable monthly, and reimbursement for all expenses incurred by it in performing its duties hereunder. Such compensation and reimbursement shall be payable from the Trust Funds upon presentation to the Trustee of a written invoice. Investment Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client.

ARTICLE III
Administration of Trust Funds

3.1 Administration of the Trust Account. The Trust Account shall be administered by the Trustee. On or before the tenth Business Day of each month, the Trustee shall notify Investment Advisor of all withdrawals from and any interest earned on the Trust Account in the immediately preceding month.

3.2 Commingled Investments. The Trustee shall have the power to invest any or all of the Trust Funds on a commingled basis. Funeral Director agrees that the Trust Account may be held in a Commingled Fund.

3.3 Accounting and Reports. Investment Advisor shall maintain records with respect to the Trust Account and shall allocate interest earned on any Commingled Funds as to each Trust Account as of the end of each month. Investment Advisor shall file tax returns and direct payments from each Trust Account in respect of taxes owed on each such Trust Account. Investment Advisor shall maintain records indicating the Allocated Trust Funds held on behalf of each Beneficiary and at the end of each month shall allocate income earned with respect to the Beneficiary's account to the Principal of such Beneficiary's account.

3.4 Disbursement of Trust Funds. Upon determining that a Payment Event has occurred, Funeral Director shall submit to the Investment Advisor a Certificate stating the nature of the Payment Event, as set forth below in (a),(b), or (c), and providing instructions as to the identity and address of the payee. Investment Advisor shall notify the Trustee in writing of the amount of and type of payment to be made pursuant to said Certificate, the name and address of the payee and the applicable Payment Event, and the Trustee shall within three (3) Business Days after receipt of such instruction, transmit the payment.

Payment Events

- (a) If the Certificate states that Funeral Director has fully performed its obligations under the Pre-Need Agreement, all of the Allocated Trust Funds shall be disbursed to Funeral Director.
(b) If the Certificate states that the Pre-Need Agreement is being terminated because of a default by the Purchaser, or revocation by the Purchaser, all of the purchase price previously paid plus all accrued interest shall be disbursed to the Purchaser or the Purchaser's Representative.
(c) If the Certificate states that no funeral services were performed upon the death of the Beneficiary, all of the Allocated Trust Funds shall be disbursed to the Purchaser, Purchaser's Representative or the Purchaser's estate.

ARTICLE IV
Funeral Director

4.1 Representations and Warranties of Funeral Director. Funeral Director represents and warrants the following:

- (a) Funeral Director is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has all requisite corporate power and authority to carry on its business and perform the duties contemplated hereunder.
(b) Funeral Director has all governmental approvals and licenses required to conduct its business as contemplated hereunder.

4.2 Termination. Funeral Director may terminate this Agreement upon sixty days' prior written notice to the Trustee and Investment Advisor. Upon the effective date of such termination, the Trustee shall issue a check in the amount of the Trust Funds as of such date less all unpaid, but previously billed as set forth herein, fees and expenses, if any, of Trustee and Investment Advisor and any costs incurred in termination of the Agreement, made payable to the successor Trustee designated by Funeral Director.

4.3 Meetings of Funeral Directors.

- (a) In the event that the Trustee resigns pursuant to Section 1.9 hereof or is removed pursuant to Section 4.3 c, a meeting of the Funeral Directors will be held to determine the successor Trustee.
(b) The Investment Advisor may call a meeting of Funeral Directors at such time and at such place as shall be determined by the Investment Advisor for the purpose of selecting a successor Trustee. Notice of such meeting, setting forth the time and place of such meeting shall be given not less than seven nor more than fifteen days prior to the date set for such meeting.
(c) The appointment of a successor Trustee shall be by affirmative vote of 66-2/3% of the Funeral Directors. Funeral Director agrees that the successor Trustee appointed by such vote shall be promptly appointed Trustee hereunder.
(d) Exhibit B may be amended from time to time by additions or withdrawals thereto made by Investment Advisor. Investment Advisor shall promptly provide copies of each such amendment to Trustee.

Funeral Director _____
License Number _____
Funeral Home _____
Address _____
City _____ St _____ Zip _____ Tele () _____
Federal Identification # _____
[] Corporation [] Partnership [] Sole Proprietorship
Fax # _____ Email Address _____

ARTICLE V
Definitions

The terms used in this Agreement shall have the following meanings:

- (i) "Allocated Trust Funds" means the Principal held on behalf of a Beneficiary, after provision for outstanding amounts, if any, due as Trustee's Fees and Investment Advisor Fees to Trustee and Investment Advisor, respectively.
(ii) "Beneficiary" means the individual for who pre-arrangements are made.
(iii) "Business Day" means a day in which the Trustee is required or authorized to remain open.
(iv) "Certificate" means the document or documents which must be delivered to the Trustee and Investment Advisor in order to obtain a release of Allocated Trust Funds.
(v) "Commingled Fund" means any funds held in the Trust Account which are held in a single fund together with funds deposited therein by funeral directors other than Funeral Director.
(vi) "Depository Account" means the account established at FleetBoston Bank, titled Wachovia Bank, N.A. as Trustee for Cooperative Funeral Fund, Inc.
(vii) "Trust Account" means the Trust Account established pursuant to this Agreement.
(viii) "Trust Funds" means the aggregate Principal and income earned on all accounts maintained on behalf of Funeral Director less fees and expenses deducted and paid to the Trustee and Investment Advisor.
(ix) "Trustee's Fees" means the fees paid to Trustee pursuant to Section 1.7 hereof.
(x) "Trustee" means that institution designated as Trustee in Section 1.1 herein and any successor thereto, whether by partial or total sale to or acquisition by another institution or entity, merger survival, change of name or the like, all of which successions are hereby consented to by the parties herein.
(xi) "Funeral Director" means the party named above as Funeral Director and its successors and assigns.
(xii) "Investment Advisor Fees" means the fees paid to the Investment Advisor pursuant to Section 2.4 herein.
(xiii) "Payment Event" means (i) death of the Beneficiary and rendering by Funeral Director of funeral services as provided in the underlying Pre-Need Agreement; (ii) death of Beneficiary without provision of funeral services; or (iii) termination of Pre-Need Agreement.
(xiv) "Pre-Need Agreement" means the contract entered into by the Funeral Director with a living individual, whereby the Purchaser purchases funeral services and merchandise for a Beneficiary which funds are deposited in the Trust Account. In conjunction with the Pre-Need Agreement, the Funeral Director will use a Statement of Funeral Goods and Services as set forth by regulations of the Federal Trade Commission.
(xv) "Principal" means the payment in respect of a Pre-Need Agreement, together with all earnings thereon previously allocated.
(xvi) "Purchaser" means the individual funding a Pre-Need Agreement.
(xvii) "Representative" means a family member, next of kin or legal representative of a Beneficiary.

ARTICLE VI
Miscellaneous

6.1 Reliance. Investment Advisor and Trustee shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

6.2 Assignment. This Agreement is not assignable by any party without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

6.3 Applicable Law. This Agreement shall be construed pursuant to and shall be governed by, the law of the Commonwealth of Massachusetts.

6.4 Notices. All notices shall be in writing and shall be deemed to have been made if delivered in person or by mail, postage prepaid, at the address set forth herein or to such other address as any person may subsequently designate in writing, and delivered as provided herein.

6.5 Amendment. This Agreement may be amended at any time by action by each party thereto in writing.

6.6 Severability. If any term or provision of this Agreement or its application shall be deemed to be invalid or unenforceable by any court ruling, the remainder herein shall not be affected thereby.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written.

Funeral Director

By _____

Wachovia Bank N.A.

By _____

Cooperative Funeral Fund, Inc. as Investment Advisor and Plan Administrator

By _____