

This Confirmation of Purchase Agreements is formal notice to the purchaser (as indicated below) that the following agreements have been accepted by the party (or parties) designated below:

TYPE OF AGREEMENT AND CONTRACT NUMBER:

Retail Installment Agreement
26 Y000001003

ACCEPTED BY:

Highland Memorial Gardens
301 W. Nash

Terrell, TX

75382

A fully executed copy of the Agreement(s) described above is on file at the offices of the designated Seller named therein. This Confirmation of Purchase Agreements does not constitute an amendment, modification, or supplement to the purchase agreement(s), but is merely a summary of the terms of such agreement(s).

PURCHASER INFORMATION		BENEFICIARY INFORMATION	
HOWARD G PARKER RT. 2, BOX 96B WILLS POINT, TX		HOWARD G PARKER	
Date of Transaction: 3/04/95		Funeral Beneficiary: Not Applicable	
GENERAL DESCRIPTION OF PURCHASES UNDER AGREEMENT(S):			
Cemetery Property: Space: 1,2 Lot: 50 Block: D Garden: THE GARDEN OF MEMORIES			
Marker/Memorialization:			
Pre-Need Funeral Services and Merchandise:			
PURCHASE PRICE INFORMATION		CEMETERY PROPERTY	ACCOUNT TOTAL
Total Price	950.00		950.00
Less Discounts/Credits	100.00		100.00
Total Cash Price	850.00		850.00
Down Payment	50.00		50.00
Unpaid Balance	800.00		800.00
Annual Percentage Rate	7.00		7.00
Finance Charge	88.08		88.08
Amount Financed	800.00		800.00
Total of Payments	888.08		888.08
Total Sale Price Including Finance Charge and Down Payment	938.08		938.08
Monthly Payment	25.00	First Payment Due:	4/10/95
Monthly Insurance Premium		Payment Mode:	*Draft* Monthly
Total Monthly Payment	25.00	Payable on the:	10th
Your payment schedule will be:		No. of Payments	Amount of Payments
		35	25.00
		1	13.08
PROTECTIVE BENEFITS ON CEMETERY PROPERTY: Name(s) of Person(s) Covered Eligible? Date of Birth			
To Be Determined At Time of Need			
Child Protection on Cemetery Property?			
DECREASING TERM LIFE INSURANCE UNDER PRE-NEED AGREEMENT: Name(s) of Person(s) Insured Insured?			
Not Applicable			
Sales Representative: 2080 LEONARD CASON 3/07/95 Page 1 of 1			
IMPORTANT CUSTOMER NOTICE: This is a valuable document and should be placed with the original copies of your purchase agreements in your Simplicity Planner. A copy of this confirmation will be maintained with your file at the cemetery and/or funeral home offices.			

Simplicity Plan of Texas

2/18/2002

STATEMENT OF ACCOUNT & OWNERSHIP RECORD

PURCHASER

4026 Y000001183
HOWARD PARKER
10786 WACO BAY LOOP
MILLS POINT, TX 75169-5045

CEMETERY CORPORATION

Highland Memorial Gardens
301 W. NASH
TERRELL, Texas 75160-8000
972-243-3848

*Purchased on
8/2/1997*

CEMETERY PROPERTY:

The Cemetery Corporation hereby sells and conveys to **HOWARD PARKER**
The exclusive right of sepulture in the following described cemetery property in **Kaufman County, Texas**

MEMORIES -	SPACE: 2	LOT: 50	BLOCK: 8
MEMORIES -	SPACE: 3	LOT: 50	BLOCK: 8
MEMORIES -	SPACE: 4	LOT: 50	BLOCK: 8

The ownership and use of the exclusive right of sepulture in the cemetery property is subject to the following: (i) the rules, regulations, policies, restrictions and requirements of the Cemetery Corporation whether presently in force or hereafter adopted; (ii) the cemetery property may be used only for the permanent disposition of the remains of the deceased persons by entombment, burial, or placement in a niche; and (iii) no conveyance of the exclusive right of sepulture in the cemetery property shall be valid without the prior written approval of the Cemetery Corporation and the filing and recording of the cemetery property, and shall be binding on Purchaser and Purchaser's heirs, personal representatives, successors, and permitted assigns.

The cemetery is operated as a perpetual care cemetery, which means that a perpetual care fund for its maintenance has been established in conformity with the laws of the State of Texas. Perpetual care means to maintain, repair, and care for the cemetery.

The cemetery property described in this statement is subject to terms and conditions of the contracts covering such cemetery property.

If you have any questions about this statement, please contact the Cemetery Corporation or contact the Customer Service Department at 972.238.7111 or 800.749.7379. To request a change of ownership or funeral beneficiary, please submit a request in writing to, or contact the Cemetery Corporation.

ATTEST:

Highland Memorial Gardens

Sandra Wallace

ASSISTANT SECRETARY - CEMETERY SALES

by:

Donnie B. Payne

VICE PRESIDENT - CEMETERY SALES

CHARLES NELANCON - T

KEEP THIS STATEMENT IN A SAFE PLACE. IT IS YOUR RECORD OF
OWNERSHIP OF THE PROPERTY AND BENEFITS DESCRIBED WITHIN.

**Waiver of Right to Cancel
(For Prepaid Funeral Benefit Contracts)**

Name of Purchaser: HOWARD PARKER

Contract Number: 3010T10617

Contract Effective Date: 7/31/1997

Seller: Simplicity Plan of Texas, Inc.

1. I am the purchaser of the Contract listed above. By signing my name below, I am waiving my right to cancel the Contract, as permitted by the Texas Finance Code, Section 154.155.
2. I understand that I will **NOT** be able to cancel the Contract and receive any refund from the Seller in the future **even if I move out of the community in which I currently live or change my mind.**
3. This waiver is not valid unless both you and the Seller signed it at least 15 days after the date the Contract is effective. The effective date is when both parties accept the Contract.

Howard A. Parker
My signature as Purchaser

Karen K. Davis
Signature of Seller's Authorized Representative

KAREN K. DAVIS
~~ASSISTANT SECRETARY - CEMETERY SALES~~
Printed Name of Seller's Authorized Representative

Date Signed: 10/4/04

Date Signed: 10/15/04

The Seller is required to deliver a copy of this signed Waiver to the Purchaser.



The Texas Department of Banking regulates the sale of prearranged funeral contracts and has approved the form of this Waiver. You can file a consumer complaint with the Department by calling (877) 276-5554 (a toll free call). The Department's website address is <http://www.banking.state.tx.us>.

[Form # 9/01 Waiver]

CREDIT SALE DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. <u>7</u> %	The dollar amount the credit will cost you. <u>\$ 969.22</u>	The amount of credit provided to you or on your behalf. <u>\$ 1000</u>	The amount you will have paid after you have made all payments as scheduled. <u>\$ 2869.22</u>	The total cost of your purchase on credit, including your down payment of <u>\$ 0</u> <u>\$ 2869.22</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
<u>53</u>	<u>11.08</u>	<u>10TH Ea. Month</u>
<u>1</u>	<u>26.81</u>	<u>" "</u>
<u>62</u>	<u>36.00</u>	<u>" "</u>
<u>1</u>	<u>23.17</u>	<u>" "</u>

Variable Rate

The annual percentage rate may increase during the term of this transaction if, after having authorized your bank to charge your account with sight drafts drawn by the Seller each month for payments due on this Contract, you revoke such authority by written notice to your bank. The interest rate will not increase above 14 %. Any increase will take the form of higher payment amounts. If the interest rate increases to 10 %, your regular payment would increase to \$ 41.00.

Insurance

Decreasing term life insurance is not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. The optional decreasing term life insurance shown below is being furnished by the Seller at a premium or rate of charge not fixed or approved by the State Board of Insurance of Texas.

Type	Premium	Signature
Decreasing Term Life (Purchaser)	\$ <u> </u> per month	I want decreasing term life insurance <u> </u>
Decreasing Term Life (Co-Obligor)	\$ <u> </u> per month	I want decreasing term life insurance <u> </u>

Prepayment: If you pay off early, you will be entitled to a rebate of any unearned Finance Charge. The amount of any prepayment rebate to which you may be entitled will not be less than the amount required to be refunded under Article 6.02(10) of the Texas Credit Code.

Delinquency Charges: If full payment is not made within 10 days after it is due, you will be charged \$5.00 or 5% of such payment, whichever is less.

ITEMIZATION OF AMOUNT FINANCED OF \$. The full Amount Financed shall be credited to your account with the Seller.

NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM PROVIDED BY YOUR SALESPERSON FOR AN EXPLANATION OF THIS RIGHT.

By the Purchaser's signature hereto, the Purchaser, in addition to authorizing the Funeral Home to conduct the funeral, perform the services, furnish the merchandise, and incur the charges specified above on the death of the Funeral Beneficiary, acknowledges that, prior to the execution of this Contract by the Purchaser, the Purchaser has read both sides of this Contract and, prior to discussing or upon beginning discussion of the prices of funeral goods or services, the overall type of funeral service or disposition, or the specific funeral goods or services offered for sale, the Purchaser has received the Seller's printed price lists of the retail prices of the pre-need funeral services and merchandise offered for sale by the Seller.

PURCHASER:

Signature of Purchaser: X Howard B. Parker

Printed Name: HOWARD PARKER

Social Security Number:

Address of Purchaser: 10766 Waco Hwy. 1P

City: Wills Point State: TX Zip Code: 75765

Home Phone No.: 903-500-0808 Work Phone No.:

Date Signed by Purchaser: 8-2-91

Printed Name of Funeral Beneficiary
(if different from the Purchaser):

CO-OBLIGOR:

Signature of Co-Obligor: X

Printed Name:

Social Security Number:

Date Signed by Co-Obligor:

SELLER AND FUNERAL HOME: CHARLES MEUNIER

Printed Name of Salesperson: CHARLES MEUNIER

Source: PP Contract Number: 3010-T-10617

Signature of Authorized Representative of Seller
and Funeral Home:

Printed Name and Title of
Authorized Representative:

Date Signed by Seller and Funeral Home:

Waiver and Renunciation of Right of Cancellation:

(Initials of Purchaser)
The Purchaser, in accordance with the Act, and anything in this Contract to the contrary notwithstanding, hereby irrevocably waives and renounces any right the Purchaser may have to cancel this Contract; it being understood and agreed, however, that such waiver and renunciation does not affect (a) any right the Purchaser has under this Contract to change the Funeral Beneficiary, (b) the Purchaser's right to cancel this Contract under Section 4(g) of the Act upon any seizure of the Seller's prepaid funeral funds by the Banking Commissioner of Texas, (c) any abandonment of the funds paid by the Purchaser under this Contract in accordance with Section 5B of the Act, or (d) the Purchaser's right to cancel this transaction under Article 13.02(a) of the Texas Credit Code and under the Federal Trade Commission's Cooling-Off Period Rule, 16 CFR Part 429. This waiver and renunciation shall be effective only if initiated by the Purchaser.

☐ ANDERSON-CLAYTON BROS. FUNERAL HOMES, INC.
d/b/a ROSELAWN FUNERAL HOME
P. O. Box 398
1000 S. Highway 175
Seagoville, Texas 75159
(214) 287-2121

☐ ANDERSON-CLAYTON BROS. FUNERAL HOMES, INC.
305 N. Jackson
Kaukaun, Texas 75142
(214) 932-2191

☐ ANDERSON-CLAYTON BROS. FUNERAL HOMES, INC.
P. O. Box 309
Highway 175 At 274
Kemp, Texas 75143
(903) 498-3371

☐ ANDERSON-CLAYTON BROS. FUNERAL HOMES, INC.
202 S. Bois D'Arc
Forney, Texas 75126
(214) 564-3301

☐ BRIGHT-HOLLAND FUNERAL HOME, INC.
2601 Lamar Avenue
Paris, Texas 75460
(903) 784-0823

☒ ANDERSON-CLAYTON BROS. FUNERAL HOMES, INC.
301 West Nash
Terrell, Texas 75160
(214) 524-8417

☐ LYONS FUNERAL HOME, INC.
502 South Goliad
Rockwall, Texas 75087
(214) 771-5303

PREPAID FUNERAL BENEFITS CONTRACT

☐ CASH CONTRACT ☒ RETAIL INSTALLMENT CONTRACT (CHECK APPLICABLE BOX)

Simplicity Plan of Texas, Inc. (hereinafter referred to as the "Seller") is in the business of selling prepaid funeral benefits to the public under a permit issued by the Texas Department of Banking in accordance with Article 548b, Vernon's Texas Civil Statutes (hereinafter referred to as the "Act"). The funeral home designated by mark above (hereinafter referred to as the "Funeral Home") is in the business of providing funeral services and merchandise to the public. The undersigned person (hereinafter referred to as the "Purchaser") desires to arrange, prior to death, for the funeral after death of the person designated below as the funeral beneficiary (hereinafter referred to as the "Funeral Beneficiary"). Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth on the front and reverse sides of this Contract, the Seller hereby agrees to sell, the Purchaser hereby agrees to purchase, and the Funeral Home hereby agrees to provide at an undetermined future date dependent on the death of the Funeral Beneficiary, funeral services and merchandise which conform to the general description or are of equivalent quality to those listed below in the Statement of Funeral Goods and Services Selected (hereinafter referred to as the "Prepaid Funeral Benefits").

CHARGES ARE ONLY FOR THOSE 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 SELECTED 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 A DIRECT CREMATION OR IMMEDIATE BURIAL. IF WE CHARGED FOR EMBALMING, WE WILL EXPLAIN WHY BELOW.

IF YOU WISH TO QUESTION ANY AREA OF OUR SERVICE, YOU MAY CONTACT US AT YOUR CONVENIENCE. IF ANY OF YOUR QUESTIONS CANNOT BE RESOLVED, YOU MAY ALSO CONTACT THE TEXAS FUNERAL SERVICE COMMISSION, 8100 CAMERON RD., SUITE 550, AUSTIN, TEXAS 78754-3896, TELEPHONE NUMBER (512) 834-9992.

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

I. CHARGES FOR SERVICES, FACILITIES, AND TRANSPORTATION:

A. Services of Funeral Director and Staff

1. Basic Services of Funeral Director and Staff \$ 695
2. Coordination and direction of funeral ceremony or memorial service at a facility other than Funeral Home facilities \$ —
3. Coordination and direction of graveside service or funeral ceremony at place of final disposition. This charge does not include equipment used at place of final disposition \$ 200

B. Preparation of Remains

1. Embalming \$ 200
2. Additional Care of Embalmed or Unembalmed Remains \$ —

C. Use of Funeral Home Facilities

1. Refrigeration \$ —
2. Use of Facilities and Staff for Viewing \$ 200
3. Use of Facilities and Staff for Funeral Ceremony or Memorial Service \$ —

D. Transportation

1. Transfer of Remains to Funeral Home \$ 100
2. Funeral Sedan \$ —
3. Family Car (Limousine) \$ —
4. Pallbearer Car \$ —
5. Funeral Coach (Hearse) \$ 100
6. Service Vehicle or Flower Car \$ —

(Additional charges will be made for transportation in excess of the number of miles shown in the Seller's general price list.)

TOTAL SERVICES, FACILITIES, AND TRANSPORTATION \$ 1495

II. CHARGES FOR MERCHANDISE:

1. Casket \$ 895
Description: CLOTH GRAY
Metal Gauge Wood (specify) Flamboyant
Shell Style: Square Round Um
Exterior Color: —
Interior Material: Velvet Crepe
Interior Color: —
2. Alternative Container (For Direct Cremation Only) \$ —
Description: —
3. Outer Burial Container \$ —
Description: —
4. Memorial Book(s) \$ —
5. Acknowledgement Cards \$ —

TOTAL MERCHANDISE \$ 895

THIS CONTRACT MUST BE PAID IN FULL ON THE DEATH OF THE FUNERAL BENEFICIARY.

CHARGES ARE MADE ONLY FOR ITEMS THAT ARE USED. IF THE TYPE OF FUNERAL SELECTED REQUIRES EXTRA ITEMS, WE WILL EXPLAIN THE REASONS FOR THE EXTRA ITEMS IN WRITING ON THIS MEMORANDUM.

III. SPECIAL CHARGES:

- Direct Cremation \$ —

TOTAL SPECIAL CHARGES \$ —

IV. OTHER CHARGES (Describe):

1. COPING PAKETS SAVINGS \$ 1490
2. — \$ —
3. — \$ —

TOTAL OTHER CHARGES \$ 1490

SUMMARY OF CHARGES:

I. Services, Facilities, and Transportation \$ 1495

II. Merchandise \$ 895

III. Special Charges \$ —

IV. Other Charges \$ 1490

TOTAL CHARGES (Total Cash Price) \$ 1900

TERMS OF PAYMENT:

1. Total Cash Price \$ 1900

2. Down Payment \$ —

3. Unpaid Balance (Amount Financed) \$ 1900

The Amount Financed, together with the Finance Charge shown below in the Credit Sale Disclosure Statement, comprise the Total of Payments shown in the Credit Sale Disclosure Statement. The Total of Payments shall be paid to the Seller in accordance with the payment schedule set forth in the Credit Sale Disclosure Statement. The first payment is due on FEB. 15, 1982 and the other payments are due ☐ monthly ☐ quarterly-annually ☐ semi-annually ☐ annually thereafter on the day shown in the payment schedule.

IF ANY LAW OR CEMETERY OR CREMATORY REQUIREMENT HAS REQUIRED THE PURCHASE OF ANY OF THE ITEMS LISTED ABOVE IN THE STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED, THE LAW OR REQUIREMENT IS EXPLAINED BELOW:

Reason for Embalming:

- ☐ Mausoleum Requirement ☒ Funeral Service With Viewing
☐ Legal Requirement - Unclaimed Remains ☐ Customer Preference
☐ Shipping Via Common Carrier ☐ Not Applicable

Cemetery Requirement:

- ☐ Vault for Double Interment ☒ Outer Burial Container
☐ Not Applicable

Crematory Requirement:

- ☐ At Least an Alternative Container
☒ Not Applicable