

## EXHIBIT A

Rules and Regulations for the  
Operation of the Columbarium

Corinth Cemetery Corporation  
Prairie Village, Kansas

### DEFINITIONS

A-1. **Cemetery** – The term “cemetery” used herein, shall refer to Corinth Cemetery. The cemetery is situated at the following address:

3301 W. 83<sup>rd</sup> Street  
Prairie Village, KS 66206

A-2. **Board of Trustees** – individuals elected by vote of cemetery plot holders and their immediate family members to oversee the maintenance and governing of cemetery grounds and assets used for the benefit of the cemetery, in perpetuity.

A-3. **Columbarium** – one or more dedicated structure(s) within the cemetery that contains niches for the interment of cremated remains.

A-4. **Chairperson** – the individual who is appointed to head the Columbarium Committee.

A-5. **Columbarium Committee** – a sub-group of individuals, previously elected to the Board of Trustees, and appointed to oversee the design, location, construction, and maintenance of the Columbarium.

A-6. **Niche** - One of several spaces in a Columbarium, with each space having: (i) space for two urns in which cremated remains are placed; and (ii) a uniform front upon which the name of the person(s) interred, date of birth and date of death are engraved.

A-7. **Subscriber** – One who has acquired the rights of use to a niche in the Columbarium. The Subscriber is the record owner of the niche as evidenced by an Agreement Regarding Internment Rights in the Columbarium properly executed by the Subscriber and the Corinth Cemetery Corporation.

A-8. **Decedent** – The person(s) whose cremated remains are placed in an urn for the purposes of interment within a niche.

A-9. **Certificate** – The document issued by the Committee granting the right to inter cremated human remains of up to two persons in a niche. Upon receipt of full payment of the scheduled fee, the Committee shall deliver to the Subscriber such Certificate, together with a copy of these Rules and Regulations, for use of the Columbarium. The Certificate shall be issued only in the name of the Subscriber and shall not be issued until the Subscriber has agreed to and signed the *Agreement Regarding Internment Rights in the Columbarium*.

A-10. **Interment** – The placement of cremated human remains in their final resting place within a niche.

A-11. **Urn** – Permanent containers being no larger than 11 ¾” wide and 11 ¾” tall and 11 ¾” deep to be used to place the cremated remains of the decedent in a niche.

A-14. **Inscription** – Engraved information on the face of each niche that includes only the name of the person(s) whose remains are contained in the niche, date of birth, and date of death. Unless relating to past service in the military (rank, branch of service, service emblem, etc.), no titles, awards, degrees, or other miscellaneous information are to be included in the niche inscription.

### PURPOSE AND SUPERVISION

B-1. **Purpose** – The Columbarium of the Corinth Cemetery is to be used for the interment of cremated human remains.

B-2. **General Planning & Supervision** – The Columbarium is part of Corinth Cemetery, Prairie Village, Kansas, which operates under the direction of the Board of Trustees of the Corinth Cemetery Corporation. The Trustees, in turn, have delegated certain powers to the Committee with respect to the construction, operation, and maintenance of the Columbarium. The Committee is authorized to provide a set of rules and regulations for the operation of the Columbarium, and to recommend any changes to such Rules & Regulations that may be required from time to time. The original rules and any subsequent changes recommended by the Committee, shall become effective immediately, assuming that the Committee has provided sufficient and timely notice to the Trustees.

## INTERMENTS

- C-1. **Subject to Laws** – In addition to the Rules and Regulations outlined in this document, all interments, disinterment's, and removals shall comply with all federal, state, and local laws, rules, and regulations to the extent that they are applicable to the Cemetery. Nothing herein shall be construed as to be a waiver of any exemption the Cemetery is provided pursuant to such laws, rules, and regulations.
- C-2. **Eligibility** – Interment in the Columbarium shall be available to the public, and shall be dependent upon the signing of *Agreement Regarding Interment Rights in the Columbarium*.
- C-3. **Fees** – A fee shall be collected by the Cemetery for the use of the Columbarium as set forth in paragraph B-1 (above). Such fees are stated in the *Schedule of Fees*, attached hereto and incorporated herein by reference.
- C-4. **Exclusive Right to Use** – A Subscriber of a niche shall pay the cost of the niche (as outlined in the *Schedule of Fees*), and shall be entitled to name no more than two persons whose ashes are to be interred in that particular niche.
- C-5. **Arrangements for Interment** – The Subscriber, or those named as having exclusive rights to use, are solely responsible for any religious services of committal. Sufficient and proper notices of intended interments shall be given to the Committee, and only such religious services as the Committee give their permission for, may be performed.
- C-6. **Application for Interment** – Application for interment shall be made in writing by the Subscriber, any person named as having exclusive rights to use, or any individual(s) legally recognized as having power to do so under the specific provisions outlined in the Kansas Statutes Annotated (K.S.A.). Application shall be made on forms provided by Trustees.
- C-7. **Responsibility for Identity** – The Cemetery and Trustees shall not be liable for ensuring the identity of the person(s) whose cremated remains are sought to be interred.
- C-8. **Payment Requirement for Interment and Engraved Inscription** – No interment shall be permitted in any niche or engraved inscription placed on the face of any niche without payment in full, except by written consent of the Trustees. In the event such consent is given, any and all interments in any niche and inscriptions placed upon the niche shall be considered temporary, and no rights shall be acquired by the Subscriber until payment is made in full. The Subscriber is liable for any costs incurred by the Cemetery, should such temporary interment and/or inscriptions placed upon the niche be revoked by the Subscriber or Trustees.
- C-9. **Limitations of Each Niche** – The size of the niches allows for cremated remains of no more than two persons to be interred.
- C-10. **Interment Permits** – Any permits for interment required by applicable federal, state, or local laws must be secured and furnished by the Subscriber, those named as having exclusive rights of use, the family of the decedent, or the funeral director. In no event shall Corinth Cemetery be responsible for acquiring any such permits.
- C-11. **Urns and Engraving** – Interments in the niches may be only made in an urn no larger than 11 ¾" wide by 11 ¾" tall and 11 ¾" deep. All niches will have uniform engraving on the outside face of the niche (with exceptions made, as outlined in paragraph A-14, above). The face will be engraved with the name of the person(s) whose remains are to be placed in the niche (if known) and date(s) of birth. Date(s) of death will be engraved on the face of the niche at the time of interment. Cost of the initial engraving is included in the purchase price of the niche. Subsequent engravings are at an additional cost.
- C-12. **Opening and Closing of Niches** – The Cemetery will arrange for the opening and closing of niches at time of interment. Cost of the initial seal of the niche is included in the purchase price. Should a situation arise, where a niche must be re-opened to inter additional human remains (having previously stated that the maximum capacity of each niche is two urns of cremated remains), the Subscriber shall be responsible for the costs of opening and closing the niche.
- C-13. **Right of Cemetery to Relocate Interred Remains** – Should the need arise, the Board of Trustees reserves the right to remove previously interred remains from their niches and provide reasonable accommodation and interment for said remains. Should such a situation arise, the Board of Trustees will provide written notice to immediate family of the deceased. Situations requiring said authority may include, but are not limited to:
- Structural integrity of the Columbarium
  - Structural integrity of the surrounding niches
  - Compliance with applicable municipal, State, or Federal Law
  - Other situations as deemed necessary by a vote of the Board of Trustees

### **DISINTERMENTS AND REMOVALS**

- D-1. **Removal for Profit Prohibited** – Removal of cremated remains so that the niche interment rights may be sold for profit, or removal contrary to the express wish of the original subscriber, is forbidden.
- D-2. **Removed from Niche Location** – Cremated remains and the niche engraving (if any) may be removed from the original niche in the Columbarium upon written consent of the heirs of the deceased, and concurrent approval by the Trustees. If the move is requested by the Subscriber, then the Subscriber will be charged for the cost of the removal.
- D-3. **Opening of Previously Closed Niches** – As noted in paragraph C12, the Subscriber or heirs of the decedent are responsible for all costs associated with opening a niche that was previously sealed. Certain exceptions may be made at the discretion of the Trustees.

### **TRANSFERS OR RE-ASSIGNMENTS**

- E-1. **Unilateral Transfer by Subscriber Prohibited** – All rights conferred by a *Certificate of Interment Rights* shall be specific to the Subscriber and shall not be assignable or transferable by unilateral act of the Subscriber. The preceding statement includes any exchange for value, involves gift, testamentary transfer, or pledge as collateral for any loan.
- E-2. **Consent of Trustees** – A Subscriber may make written application to the Trustees to transfer or assign the Subscriber's rights under a *Certificate of Interment Rights* or *Agreement Regarding Interment Rights* to an eligible transferee. The application shall state the grounds on eligibility, as defined in these *Rules and Regulations*, of the proposed transferee. The Trustees shall approve such request provided it finds the proposed transferee eligible. Upon such approval, the Subscriber shall surrender the *Certificate of Interment Rights* and the Trustees shall issue a new *Certificate of Interment Rights* to the approved transferee upon the approved transferee's execution of an *Agreement Regarding Interment Rights*. The new transferee shall be bound by these *Rules and Regulations*.
- E-3. **Transfer Charges** – All transfers of ownership in interment rights to niches shall be subject to a charge to be determined by the Trustees. The charge must be paid to the Cemetery prior to when the transfer is recorded on the books of the Trustees and the new certificate is issued.

### **FLOWERS, ORNAMENTS, DECORATIONS**

- F-1. **Floral Regulations** – No flowers or plants shall be placed in or on the Columbarium at any time, with the exception of temporary decorations during special services, and are subject to the consent of the Trustees.
- F-2. **Other Ornaments and/or Decorations** – No felt, crushed silk, stain, velvet or other cloth may be used to line a Columbarium niche. No boxes, cans, shells, toys, signs, cards, photographs, flags, or any other such memento are allowed to be placed in a Columbarium niche. Additionally, no boxes, cans, shells, toys, wreaths, signs, cards, furniture, vases, photographs, artificial flowers, flags or any other such emblem, ornament, or decoration are permitted on the Columbarium (with exceptions noted in paragraph A-14, above). If such items are placed on, or near the Columbarium, the Trustees reserve the right to have any such articles removed and disposed of without notice.

### **INSCRIPTIONS**

- G-1. **Uniformity of Engravings** – The engraving on each niche shall be of a uniform size and style as determined by the Trustees
- G-2. **Conformity of Text** – The inscription, in general, shall consist only of the name of the deceased, date of birth and date of death. However, as outlined in paragraph A-14, exceptions will be made for certain indicators of previous military service, subject to the approval of the Trustees. Such items may include, but are not limited to: rank, branch of service, service emblem.
- G-3. **Correctness of Inscription** – An *Application for Interment of Cremated Remains* will be provided by the Trustees to be completed and signed by the person(s) entitled to do so. This form will include information to be relied upon for engraving the niche. Arrangements for the engraving, in accordance with the names and dates so furnished, will be made by the Trustees.

### **CONDUCT OF PERSONS WITHIN THE COLUMBARIUM AREA**

H-1. **Cemetery Decorum** - The Columbarium is part of the Cemetery, and as such all persons entering the area of the Columbarium are expected to conduct themselves in accordance with the customary respectful decorum as normally observed in a cemetery.

H-2. **Enforcement of Rules** – The Trustees and the Committee are hereby empowered to enforce all rules and regulations and to exclude from the Cemetery any person violating the same.

### **CHANGE OF SUBSCRIBER ADDRESS**

I-1. **Subscriber Must Notify the Trustees** – It shall be the duty of the Subscriber to notify the Trustees of any changes in mailing address. Notice sent to a Subscriber of the last address on file in the records of the Trustees shall be considered sufficient and proper legal notification for all purposes, whether or not such purpose be specified in these rules.

### **MODIFICATIONS AND AMENDMENTS**

J-1. **Exceptions and Modifications** – Special situations may arise in which the enforcement of a rule may impose an unnecessary hardship. Therefore, the Trustees may make exceptions, suspensions, or temporary modifications in any of these rules and regulations when the same appear advisable, and such temporary exception, suspension, or modification shall in no way be considered a waiver of the general application of such rule.

J-2. **Amendments** – The Columbarium Committee is hereby empowered to adopt new rules and regulations, or amend, alter, or repeal any rule, regulation, article, section, paragraph, or sentence in these rules and regulations at any time, provided, however, that sufficient notice has been given to the Trustees of such changes to be made. This paragraph includes the right to change the itemized prices listed on the Schedule of Fees, attached hereto.

J-3. **Severability** – If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these rules and regulations shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

**ADOPTED** by vote of the Board of Trustees of the Corinth Cemetery Corporation, Prairie Village, Kansas

**CORINTH CEMETERY  
COLUMBARIUM SCHEDULE OF FEES**

**EFFECTIVE: May 28, 2018**

- Right to exclusive use of a niche in Columbarium,  
for the cremated remains of two persons (two Urns) \$ 2,000 \*
  
- \* The Corinth Cemetery Association may accept an unused  
cemetery lot as a trade for a Columbarium Niche.
  
- Opening and subsequent closing of previously  
sealed Columbarium niche (funeral home may do) \$200
  
- Subsequent Engraving Fee (after initial engravings) \$200
  
- Transfer fee for Interment Rights to a Columbarium Niche \$200