

ADDITIONAL TERMS AND CONDITIONS OF BELLEVUE MEMORIAL PARK, INC. hereinafter referred to as the Cemetery

1. RECEIPT OF DEEDS: Upon the payment of all monies contracted herein by the Owner(s) to the Cemetery, the Cemetery will issue a deed unto the owner/purchaser to the exclusive rights of, in and to affecting the property described herein made and accepted subject to all of the restrictions, rules and regulations now in force or hereafter made governing said cemetery, together with perpetual upkeep agreement. No memorial, vault, monument or structure whatsoever, nor any combination thereof, be erected, nor concrete, wood or other plot borders used except as provided by the Rules and Regulations of the Cemetery. It is understood by the Owner(s) that all individual date scrolls for bronze markers, added or changed to show date of

death shall be done at the expense of the Owner(s).

2. INTERMENT OR ENTOMBMENT SPACES: The Cemetery upon receipt of the total purchase price all terms enumerated herein, will convey, if included in this Agreement, the exclusive right of interment/entombment in the plot(s) or crypt(s) covered by this Agreement to the Owner(s), free and clear of any and all encumbrances or tax obligations. Payment for the cemetery space(s) or interment right(s) does not include the cost of opening and closing of the cemetery space. The Cemetery will deposit into the irrevocable Perpetual Care and Maintenance Trust Fund, heretofore established, the enumerated Perpetual Care Deposit in accordance with state law. Perpetual care means the maintenance and care of all places where interments have been or are to be made, in keeping with a well maintained cemetery. The Perpetual Care Fund is to be deposited in trust in a state or federally regulated bank or trust company. Unless enumerated, interment/entombment fees are not included. In the event of the death of the Owner(s) before the entire purchase price has been paid in full, all balances are due at the time of the death before any burial will be allowed in the Cemetery. If Owner(s) selects space(s) in a predeveloped area and a need arises for interment, the Cemetery shall transfer selection of equal number to a developed area satisfactory to the Owner(s) at no extra cost to Owner(s).

3. MERCHANDISE DELIVERY: The Cemetery, within 120 days of entering into the contract, will deliver, trust or store the merchandise as set forth in this contract subject to the provisions of Title 8. Storage of the merchandise will be at the manufactures facility or the Cemetery storage areas. As stated in the law in Title 8, the Cemetery agrees to deposit at least seventy percent (70%) of the sales price for personal property and/or services sold to sellers MERCHANDISE TRUST FUND, there to remain until the personal property or services are delivered, whereupon the portion of the sales price deposited to such trust fund and all earnings therefrom shall be payable to seller or its successors or assigns. Installation and all Perpetual Care Trust Fee Cost must be paid before installation will be allowed. All mausoleum vases purchased must conform to Cemetery standards and all outside purchases must be approved by the Cemetery.

4. ORDERING AND INSTALLATION OF MEMORIALS: A fifty percent (50%) down payment will be required on all granite and bronze markers and same will be ordered when full payment is received and installed upon delivery of said granite and bronze markers. The Cemetery is not responsible for any chipping to the granite bases. Any individual date scrolls for bronze markers, added or changed to show date of death

shall be done at the expense of the Purchaser. All memorials must be installed by the Cemetery. All memorials installed in the Cemetery must comply at all times with the Rules and Regulations adopted by the Cemetery, together with any and all amendments for the operation, care and control of the Cemetery. Any memorials either purchased or provided from outside of the cemetery (including government markers) must comply with said Rules and Regulations. The Cemetery will charge an additional fee for marking and placing a memorial purchased from a third party. All merchandise and service fees must be paid before installation will be permitted.

5. TRANSFER OF INTEREST: The Owner(s) shall have the right at any time, unless in default, hereunder, to sell or transfer his/her interest in this Agreement. Owner(s) may transfer any right of interment/entombment acquired hereunder only if there has been no interment/entombment in any of the interment/entombment spaces to be transferred. However, such transfer shall be effective with respect to the Cemetery only after been approved and recorded by the Cemetery upon its corporate records and in accordance with Section RS8:904 A and B of the Louisiana Statute. The Cemetery agrees to furnish standard transfer forms upon request.

6. DELINQUENCY CHARGE: If any installment payable to the Cemetery remains unpaid for a period of more than ten (10) days following its due date, debtor agrees to pay a delinquency charge on such installment in an amount not to exceed five (5%) percent of such installment or fifteen dollars (\$15.00) whichever is less. If a default in payment of one installment is thirty (30) days after amount is due, the Cemetery may cancel this contract, retain the money paid on the contract as liquidated damages and dispose of the merchandise free of its obligations in this agreement. Before taking such action, the Cemetery agrees to first mail a registered letter to Purchaser's address shown on this contract advising of the action the Cemetery intends to take and giving Purchaser sixty (60) days from the date the registered letter is mailed to cure the default by bringing the contract current.

7. INSCRIPTIONS: All inscriptions for mausoleum doors shall only be done by third parties approved by the Cemetery. Purchaser shall make all arrangements, giving any and all information as to names and dates to be inscribed to the third party inscriber and Purchaser is to pay the third party directly. The Cemetery is NOT responsible for ANY inscription errors made by the third party. The Cemetery will remove the door for the third party to inscribe and then replace the door on the mausoleum once the inscription is completed. The Cemetery will charge a fee for this removal and replacement of the door.

8. MULTIPLE OWNERS: In the event that the Owner herein may be one or more, it is agreed by and between the parties hereto, that either of any of said Owners is vested with the authority to represent all of said Owners in any negotiations that may be necessary by and between the Cemetery and Owners, and that anyone of said Owners may consummate any such transactions and the actions of said Owner in this respect shall be legally binding and obligatory upon all of said Owners who are parties to this agreement. In the event that it may be necessary to secure permission to open any grave or graves in the name of one or more Owner(s), or who own said lot(s) jointly, either or any of said Owners may grant such permission, and their said actions in this respect shall be binding and obligatory upon all of said Owners.

9. RULES AND REGULATIONS: Owner(s) agree(s) to comply at all times with the Rules and Regulations adopted by the

Cemetery, together with any and all amendments thereto that may be made by the Cemetery from time to time, for the operation, care and control of the Cemetery. Purchaser will be given the Rules and Regulations and will sign that a copy was received. A full copy of these Rules and Regulations will be posted at the office of the Cemetery and on their website at bmpcemetery.com.10. ACTS OF GOD: The Cemetery agrees that it will endeavor, in good faith and to the best of its ability and will all of the facilities under its control in the future as herein agreed, but, the Cemetery shall not be responsible for failure to perform because of war, riot, insurrection, Acts of God, or other causes beyond the control of the Cemetery. If it should be impossible to deliver the exact merchandise described herein, because of war, riot, insurrection, Acts of God, or other causes beyond the Cemetery's control, causing necessary materials to be unavailable, the Owner(s) will accept substitute merchandise which, to the best of the Cemetery's ability, will be a substitute for the original provided, if the cost to the Cemetery of said substitute merchandise shall be lower than the merchandise provided for herein, then the Cemetery agrees to refund to the Owner(s) the difference between the costs of the two types of merchandise. The Owner(s) has/have the option and right not to accept a substitute merchandise for bronze under this paragraph and may elect to accept delivery of the bronze merchandise when material is available.11. CONTAINS ALL COVENANTS: This Agreement contains all of the covenants between the parties except that if any additional written agreement between the parties are made at the time of the signing of this original Agreement, and the same are duly executed by an official of the Cemetery the same shall be attached thereto and become a part hereof as if set out in full herein, and no agent, or representative, of either party shall have authority to modify, add to or change any terms of conditions hereinwith set forth, nor the terms of conditions of any receipt issued for payments. Owners certify that no oral or written statements, promises, representations or guarantees, other than those contained herein have been made with reference to care and maintenance of the interment spaces as enumerated and designated for purchase above or otherwise in relation to this agreement.12. AGREEMENT BINDING: Purchaser(s)/Owner(s) hereby acknowledge receipt of a copy of this contract and further acknowledges that the same as complete as to all essential provisions at the time of its execution. Upon acceptance by the Cemetery, this agreement becomes a non-cancelable contract and it shall thereafter apply to and bind the heirs, executors, administrators, successors and assigns of both the Owner(s) and the Cemetery. It is hereby agreed by and between the parties hereto that the terms and provisions herein shall be applicable during the term of this Agreement, and waiver by either party of any such terms and provisions shall not constitute a waiver in the event of any subsequent types of merchandise.

EXCLUSION OF WARRANTY

THE ONLY WARRANTIES, EXPRESSED OR IMPLIED, GRANTED IN CONNECTION WITH THE MERCHANDISE SOLD PURSUANT TO THIS CONTRACT ARE THE EXPRESS WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTIES AND NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE

EXTENDED BY THE COMPANY Any holder of this consumer contract is subject to all claims and defenses which the Purchaser could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Purchaser shall not exceed amounts paid by the Purchaser hereunder.