



PURCHASE AGREEMENT TERMS

Nature's Burial LLC, a Texas limited liability company ("**Nature's Burial**"), is owner and manager of Blazing Star Sanctuary (hereafter the "**Sanctuary**"), a cemetery according to the laws of the State of Texas and duly registered in the records of Waller County, Texas;

Purchaser hereby agrees to purchase from Nature's Burial, subject to the terms and conditions contained in this agreement, for burial purposes only, a right of sepulture ("**Burial Rights**") in the Sanctuary, in the Plot(s) assigned by Nature's Burial.

Purchaser and Nature's Burial agree as follows:

1. **Scope of Grant and Rights.** Upon execution of this agreement by Purchaser, and upon receipt of the Purchase Price and acceptance of this agreement and assignment of the Burial Rights to the Owner(s) by Nature's Burial, then the Owner(s) indicated for such Burial Right shall have an exclusive right to use the Burial Rights. Such Burial Right shall be limited to the following, as purchased by Purchaser and assigned by Nature's Burial:

- a. Large Plot: interment of single (1) whole body remains or single (1) cremated remains.
- b. Cremains Space within such Large Plot: Optional addition to purchase of Large Plot, each Cremains Space allows for interment of single (1) cremated remains, (with no more than two (2) Cremains Spaces to be permitted within a Large Plot).
- c. Infant Plot: interment of single (1) whole body or cremated remains of an infant who has not reached their 2nd birthday.
- d. Cremains Plot: interment of single (1) cremated remains.

Nature's Burial shall note placement of remains in each Plot at the time of burial. No other burials of human remains or cremated remains will be allowed in the Plot, except that an Owner of a Large Plot may purchase additional Cremains Spaces within the Large Plot upon agreement of such terms by Nature's Burial, and provided that no more than two Cremains Spaces are permitted per Large Plot. The Burial Rights shall be evidenced by a Certificate of Burial Rights to be issued to Purchaser and shall be subject in all respects to the conditions, reservations, and restrictions set forth herein, and the rules of the Sanctuary now in force or which may be adopted, altered, or amended hereafter ("**Rules**").

2. **Payment.** The full Purchase Price must be paid prior to use of the Plot. Upon acceptance of this agreement by Nature's Burial and receipt of the payment, Nature's Burial hereby agrees to convey to the Owner(s) the Plot assigned by Nature's Burial for cemetery purposes and otherwise subject to this agreement and the Rules then in force, and Nature's Burial shall issue a Certificate of Burial Rights designating the Plot and Burial Rights to the Owner(s). In the event any payment required hereunder is returned or otherwise not paid when due, and such delinquency shall continue for a period of ninety (90) days, all sums paid hereon, at the option of Nature's Burial shall be forfeited to and be and remain the property of Nature's Burial as and for liquidated damages, and Nature's



Burial shall be released from any further obligation hereunder. There will be no refund of monies paid.

3. **Funeral or Other Services.** The Purchase Price does not include any funeral services, opening/closing of graves, nor other pre-paid services with respect to the exercise of the Burial Rights. Issues or complaints regarding Funeral Service or Funeral Directors should be directed to the Texas Funeral Service Commission, 1801 Congress Avenue, Suite 11.800, Austin, Texas 78701, Phone (888)-667-4881, www.tfsc.texas.gov.

4. **Owner; Right of Sepulture.** A Burial Rights Certificate conveys to the designated Owner(s) the exclusive right of sepulture as the "Owner" therein and conveys no other interest in the real property of the Sanctuary. The Purchaser shall designate the Owner(s) for each Plot that is purchased, provided that if no Owner is designated, then the Purchaser shall be the Owner. A Burial Rights Certificate will be issued only to competent natural persons twenty-one years of age or older, or to trusts, family partnerships, fraternal or religious organizations, but no Burial Rights Certificate shall be issued in an assumed or corporate name. Owners will not be permitted to allow interments to be made in their lots for remuneration.

5. **Co-Ownership.** Prior to the issuance of the Burial Rights Certificate, if the Purchase Agreement shall designate the name of more than one person as Owner(s), the contractual right for the Burial Rights Certificate shall be owned by such persons as co-tenants with the right of survivorship and not as tenants in common. Upon the death of any co-tenant, the surviving co-tenants shall be the sole and absolute Owner(s) of the contract and all rights with respect thereto as though the contract for such certificate of assignment had been registered in the name of such co-tenant(s) alone. If the Burial Rights Certificate is issued to and owned by more than one person, Nature's Burial may accept the authority of any co-owner to make an interment therein without the authority of any other co-owner and the co-owner who shall authorize such interment shall not thereby waive, release, or diminish his or her interest in the remaining grave spaces of such lot.

6. **Transfers.** Burial Rights shall not be assigned or transferred by Owner except with the written authorization of Nature's Burial, and such transfer shall only be effective after said transfer is recorded on the books and in the records of Nature's Burial. Assignments or transfers shall either be in the nature of a gift or for consideration in an amount not to exceed the original Purchase Price. Owner shall pay an administrative fee of \$100 to Nature's Burial for transfer of the Burial Rights.

7. **Bequests.** At any time before an interment is made in a lot, any Owner may bequest their interest therein, subject to the provisions of these Rules regarding ownership, by appropriate provisions in his Last Will and Testament or by a written declaration filed with Nature's Burial office (including by completing the Beneficiary Designation Form). If the Owner of said lot or lots shall not bequeath the said lot or lots by appropriate provisions in his Last Will and Testament or by a written declaration filed with Nature's Burial office, upon the death of such Owner, said lot or lots shall become inalienable and shall be held as the family burial plot of the Owner, one of which grave spaces shall be used for the interment of the spouse of the Owner, if any. The remaining space or spaces may be used by the parents or children of the deceased Owner in order of need, and the consent to the interment of no person claiming an interest therein shall be required. If there is no spouse, parent, or child surviving the deceased Owner, the right of interment therein shall vest in the heirs of said



deceased Owner, in accordance with the laws of descent and distribution of the State of Texas. Any spouse, parent, or child may waive their right to interment in said lot or lots in favor of any other person, and upon such a waiver, such interment shall be made.

8. **Location of Interment Space.** When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, Nature's Burial may, at its discretion, open it in such location as it deems proper and best, so as not to delay the burial, and Nature's Burial shall not be liable in damages for any interment so made. Nature's Burial reserves, and shall have, the right to correct any errors that may be made by it in making interments, or in the description, transfer or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and as similar location as possible, or as may be selected by Nature's Burial, or in the sole discretion of Nature's Burial, by refunding the amount of money paid on account of said purchase.

9. **Other Documentation.** The enumeration herein of certain conditions, reservations, and restrictions shall not be considered as the only limitations upon Owner's Burial Rights and interests, but Owner shall be limited by and subject to the Rules of the Sanctuary now existing or which may be hereafter amended, altered, or revised by Nature's Burial. Said Rules are on file for inspection and copying in the office of Nature's Burial and are specifically referred to and incorporated herein as if set forth in full in this document.

10. **Dispute Resolution.** Any dispute arising out of this Purchase Agreement, the Burial Rights, or the use of (or presence upon) the Sanctuary in any way by Purchaser or Owner, or their heirs, successors, relatives, or invitees to the Sanctuary, shall be resolved by arbitration and judgment on the award rendered by the arbitrator and may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator and administered in Waller County, Texas, by the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Any dispute that is found to be non-arbitrable for any reason, or any dispute about the arbitrability of a given dispute, shall be heard solely in the state and federal courts in or for Waller County, Texas, and the parties hereto submit to the personal jurisdiction of such courts for such purposes. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

11. **Miscellaneous.** All of the above provisions, conditions, reservations, and restrictions are binding upon the Purchaser and Owner(s), as applicable, and their heirs, devisees, executors, administrators, and assigns, and are enforceable by Nature's Burial or its successors in interest. Nothing herein shall be deemed to restrict the use of any portion of the Sanctuary other than that portion to which a right of burial is signed over to the applicable Owner. If there is more than one Owner, all provisions of this Purchase Agreement apply in full to all Owners.

12. **NOTICE TO PURCHASER.** Do not sign this document before you read it. You are entitled to a copy of this agreement, and when accepted by Nature's Burial, this will be delivered to you. This agreement is subject to acceptance by an executive official of Nature's Burial. The copy sent or left with the purchaser after acceptance by Nature's Burial is in compliance with Cancellation of Certain Consumer Transactions; V.T.C.A., Bus. & C. Code §601 et. seq.