

RESERVATION AND USE AGREEMENT

THIS RESERVATION AND USE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, by First Lutheran Evangelical Lutheran Church, 1551 South 70th Street, Lincoln, Nebraska 60506 ("Church") and _____ ("Purchaser") [collectively referred to as the "parties"].

The parties agree that Purchaser has purchased the right to reserve and use _____ niche(s) in the Columbarium located on the property of Church for Eligible Persons as set forth in the Rules Governing the Columbarium, and is permitted to place one (1) urn of human ashes in each niche reserved. Purchaser agrees that the assignment of niches shall be made in the sole discretion of the Columbarium Committee of Church.

Purchaser has paid Church upon signing of this Agreement the sum of One Thousand and No/100 Dollars (\$1,000) per niche. As evidence of payment in full of the sum of One Thousand and No/100 Dollars (\$1,000) per niche, a Certificate of Use shall be issued to Purchaser. Purchaser is advised to consult with his or her own tax advisor concerning tax issues raised by this Agreement, including, but not limited to, the deductibility if any of a portion of the reservation and use fee. Purchaser acknowledges that Church, the Columbarium Committee, and their individual members or agents have made no representations regarding any such tax matters and that Purchaser has entered this Agreement solely in reliance upon his or her own independent judgment and/or the advice of Purchaser's own tax advisor. Church estimates in good faith that as of the date hereof the value of the goods or services provided to Purchaser concerning the reservation and use of niche(s) in the Columbarium is Three Hundred Fifty and No/100 Dollars (\$350) per niche.

Purchaser acknowledges that the right of reservation and use of the Columbarium is a license to reserve and use niche(s) in the Columbarium of Church, and is not a property right. The right to reserve and/or use niche(s) in the Columbarium may not be sold, gifted, conveyed, devised, assigned, or otherwise transferred. This Agreement may not be assigned. At all times, title to the reservation or use of said niche(s) is subject to the published Rules Governing the Columbarium Church, as amended from time to time, which are incorporated by reference into this Agreement, a current copy of which Purchaser acknowledges has been furnished to Purchaser.

Purchaser agrees that if he or she desires not to exercise the reservation and use right, the right will be surrendered to Church for the sum of Two Hundred Fifty and No/100 Dollars (\$250) per niche reserved. In the event surrender of the reservation and use right occurs after the inurnment or placement of the ashes of an Eligible Person, or otherwise following the alteration of a niche or niches for such purposes, the right may be surrendered to Church for twenty-five percent (25%) of the fee paid for the privilege less costs incurred or to be incurred by Church to restore the niche or niches to their original condition. In the event the exclusive right to reserve and use a niche or niches is not exercised by or on behalf of any of the Eligible Persons listed on the Certificate of Use issued to the Purchaser within five (5) years following the death of the last surviving Eligible Person listed in the Certificate of Use as found in the records of the

Columbarium Committee and as amended by the parties, the exclusive right to use the niche or niches reserved or to surrender the right shall expire, and the niche or niches may be reserved and reassigned in the Committee's discretion.

The parties acknowledge that this is their entire Agreement concerning the subject matter hereof and that this Agreement is intended to bind their respective successors, heirs, and legal representatives. No amendment to this Agreement may be made unless the amendment is in writing and signed by the Purchaser or Purchaser's spouse, if any, and the Chair and Secretary of the Columbarium Committee of Church.

Signed this ____ day of _____, _____.

Purchaser

Chair of the Columbarium Committee
First Lutheran Evangelical Lutheran Church

Secretary of the Columbarium Committee
First Lutheran Evangelical Lutheran Church