

Date: \_\_\_\_\_

Illinois Office of the Comptroller  
Cemetery Care and Burial Trust Dept.  
100 W. Randolph, Suite 15-500  
Chicago, IL 60601

Don R. Gallagher, Jr.  
Bank of America, N.A. formerly  
Merrill Lynch Bank & Trust Co., FSB  
1300 Merrill Lynch Drive, 3<sup>rd</sup> Floor  
Pennington, NJ 08534

RE: Notice of Acceptance of Office of Trustee and Transfer of Funds for IFDA Trust

Dear Sir or Madam and Mr. Gallagher:

Please accept this letter as notice that \_\_\_\_\_ has appointed a successor trustee, Fiduciary Partners, Inc., a corporate fiduciary as defined in the Illinois Corporate Fiduciary Act, for the pre-need funeral funds, identified below, currently held in trust by Bank of America, N.A. Further, please accept this letter as notice of our intent to transfer the funds, identified below, from Bank of America to Fiduciary Partners. By this letter we are authorizing and directing Bank of America to transfer all of the funds identified below to Fiduciary Partners.

Enclosed is a copy of the Successor Trustee Agreement by which (i) we appoint Fiduciary Partners as successor trustee, (ii) Fiduciary Partners accepts the office of trustee and (iii) we authorize the transfer of the funds from Bank of America to Fiduciary Partners.

Pursuant to 225 ILCS 45/2(g), the effective date of the change in trustee and the transfer of the funds can take place no sooner than thirty (30) days from the date on which the Illinois Office of the Comptroller receives this notice.

Where appropriate, notification will be sent to the purchasers or beneficiaries of pre-need funeral arrangements whose funds were deposited with Bank of America, then Merrill Lynch, under a trust agreement that necessitates that notice be sent to those purchasers.

IFDA Trust Account Number: \_\_\_\_\_

If you have any questions, or require anything further in regard to this matter, please do not hesitate to contact me.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
IFDA Funeral Home No. (if applicable)

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Name of Licensed Funeral Home

\_\_\_\_\_  
Funeral or Burial Trust License #

Enclosure: Successor Trustee Agreement  
cc: Fiduciary Partners, Inc.  
Purchasers of Pre-need Contracts (if applicable)

**SUCCESSOR TRUSTEE AGREEMENT:**  
**APPOINTMENT OF SUCCESSOR TRUSTEE,**  
**ACCEPTANCE OF OFFICE OF TRUSTEE**  
**AND**  
**TRANSFER OF FUNDS**

**WHEREAS,** \_\_\_\_\_ (“Provider”) has entered into trust-funded pre-need contract(s) with purchaser(s) for the furnishing of funeral goods and services (“Pre-need Contract(s)”);

**WHEREAS,** Provider has attached to this Agreement, a list of all of the Pre-need Contract(s), Exhibit A, which Provider wants to transfer to Fiduciary Partners, Inc. (“Fiduciary Partners”);

**WHEREAS,** pursuant to the Pre-need Contract(s), Provider has deposited the funds received from the purchaser(s) (“Funds”) into a trust held by Bank of America, N.A., as the successor in interest to Merrill Lynch Bank & Trust Co., FSB;

**WHEREAS,** Provider desires to appoint Fiduciary Partners, Inc. as successor trustee and transfer the Funds to Fiduciary Partners;

**WHEREAS,** Fiduciary Partners desires to accept the office of trustee and the transfer of the Funds.

**NOW, THEREFORE,** in consideration of the mutual obligations, promises and other good and valuable consideration the parties agree as follows:

1. Appointment of Successor Trustee and Transfer of Funds. Provider hereby appoints Fiduciary Partners as successor trustee under the trust agreement attached to the Pre-need Contract(s), which are listed on Exhibit A. Provider hereby transfers to Fiduciary Partners the Funds identified in the Pre-need Contract(s) listed on Exhibit A.
2. Acceptance of Office of Trustee and Transfer of Funds. Fiduciary Partners hereby accepts the office of trustee under the trust agreement, attached to the Pre-need Contract(s), which are listed on Exhibit A. Fiduciary Partners, Inc. hereby accepts the Funds identified in the Pre-need Contract(s) listed on Exhibit A.
3. Delivery of Certain Documents. Provider has delivered to Fiduciary Partners copies of the Pre-need Contract(s), including the trust agreement attached to the Pre-need Contract(s), for the Pre-need Contract(s) listed on Exhibit A.
4. Hold Harmless. Provider agrees that Fiduciary Partners, as successor trustee, shall not be required to examine the accounts, records and/or any acts or omission of any previous trustee, nor shall Fiduciary Partners be responsible for any act or omission on the part of any previous trustee.
5. Delegation of Investment Functions. Provider understands and acknowledges that, in accordance with Illinois law, Fiduciary Partners will delegate the investment functions relating to the Funds to a qualified third party specialized in performing such functions.

Provider understands and acknowledges that this Paragraph 5 fulfills the delegation of investment functions notification requirement and hereby waives any right to any additional notice.

6. Effective Date. Pursuant to 225 ILCS 45/2(g), the effective date of the change in trustee and the transfer of the Funds can take place no sooner than thirty (30) days from the date the Illinois Office of the Comptroller's receives notice that a successor trustee has accepted the office of trustee.

**IN WITNESS WHEREOF**, the parties hereby executed this Successor Trustee Agreement as of the latest date written below, and such date shall be the date of the Successor Trustee Agreement.

**PROVIDER - LICENSEE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IFDA Trust Account #: \_\_\_\_\_

License #: \_\_\_\_\_

**FIDUCIARY PARTNERS, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Pre-need Contracts**

Provider intends to transfer by this agreement all contracts held under the IFDA Trust Account Number listed in this agreement, unless a separate itemized list is provided below.