Letter of Intent
Between
Selected Independent Funeral Homes
and
The National Funeral Directors Association of the United States, Inc.

This Letter of Intent (the "**LOI**") is made effective as of the 15TH day of July, 2026, (the "**Effective Date**") and sets forth certain non-binding understandings and certain binding agreements of the parties regarding the principal terms of a transaction by and between Selected Independent Funeral Homes ("**Selected**"), a nonprofit corporation organized under the laws of the District of Columbia with its principal business address at One Overlook Point, Suite 530, Lincolnshire, Illinois 60069; and The National Funeral Directors Association of the United States, Inc., ("**NFDA**") a Wisconsin nonstock entity with its principal business address at 13625 Bishop's Drive, Brookfield, Wisconsin 53005. Each of Selected and NFDA may be referred to as a "**Party,**" and together, as the "**Parties.**"

I. Overview

Selected is a District of Columbia nonprofit corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code (the "**Code**"), and a worldwide trade association of independent funeral homes which share a common interest in continuous improvement to best serve families and individuals. NFDA is a Wisconsin non-stock corporation exempt from federal income tax under Section 501(c)(6) of the Code, and the world's leading, largest, and most trusted association to support funeral professionals with critical information, innovative tools, resources and the professional community they need to serve families, run sustainable businesses, and become pillars in their communities.

With that understanding, and acknowledging the significant overlap in their missions, stakeholders, and member bases, the Parties have agreed to negotiate an asset transfer agreement fully consistent with this LOI (the "**Definitive Agreement**") under which NFDA will acquire certain Selected programs, activities, and assets, subject to the agreement of the Parties, following which Selected will dissolve as a corporate entity (the "**Transaction**"). The provisions of Sections I, IV, V, and VIII of this LOI (collectively, the "**Non-Binding Provisions**") are intended only as an expression of the basic terms upon which the Parties are willing to continue to evaluate and potentially pursue the Transaction, are subject in all respects to the conditions specified herein. The Parties acknowledge that the Non-Binding Provisions are not intended to create or constitute any legally binding obligation between them, including without limitation any obligation to bargain or negotiate with respect to the Transaction in good faith or in any way other than at arm's length, and neither of the Parties shall have any liability to the other with respect to, based on, arising from or relating to, the Non-Binding Provisions.

The Parties have further agreed that, during the term of this LOI, the Parties shall negotiate the Definitive Agreement and other terms and conditions of the Transaction, such as the transaction structure, timing, included assets, and governance structures, such that the Transaction and Selected's future activities are consistent with NFDA's mission and federal tax-exempt status.

II. Term

The Term of this LOI shall commence on the Effective Date and terminate on the earlier of the day one hundred eighty (180) days from the Effective Date or the date that the Definitive Agreement is executed between the Parties.

III. Mutual Obligations

A. Each Party agrees to negotiate the Definitive Agreement in good faith.

B. Each Party understands and agrees that for one hundred eighty (180) days following the Effective Date, and thereafter as agreed under the Definitive Agreement, Selected shall continue to operate all of its primary activities.

C. The Parties agree to negotiate and facilitate the assignment of certain contracts and certain other liabilities between the Parties, as applicable.

IV. Selected's Obligations

A. Selected shall operate all of its activities until the earlier of the date one hundred eighty (180) days from the Effective date and any date which may be included in the Definitive Agreement and shall operate Selected in accordance with past practices.

B. Selected shall not enter into any material business contracts other than the Definitive Agreement, or renew any such contracts that may currently be in effect, for one hundred eighty (180) days following the Effective Date unless Selected, prior to the execution of any such material business contract, notifies NFDA regarding the pending contract and provides NFDA with a reasonable opportunity to consult with Selected regarding such contract and its impact on the Transaction.

C. Selected shall not enter into employment or other agreements with any employees or independent contractors for one hundred eighty (180) days following the Effective Date unless, Selected, prior to the execution of any such employment or other agreement, notifies NFDA regarding the pending agreement and provides NFDA with a reasonable opportunity to consult with Selected regarding such agreement and its impact on the Transaction.

D. Selected shall not make significant changes to its operations for one hundred eighty (180) days following the Effective Date that would negatively impact NFDA's acquisition of the Selected assets or the reputation of Selected's programs being transferred from Selected to NFDA.

E. Selected shall be responsible for all of Selected activities' expenditures and shall receive all Selected-related revenues for one hundred eighty (180) days following the Effective Date unless otherwise agreed to in the Definitive Agreement.

V. Governance and Management

The Parties intend that certain programs, activities, and assets of Selected will be acquired by NFDA, as agreed by the Parties in the Definitive Agreement, and carried on and operated within NFDA in its sole discretion, in part through the "**Selected Designation Program**," according to terms to be negotiated as part of the Transaction and the Definitive Agreement. The Parties further intend that changes to NFDA's governing documents, membership structure, governance mechanisms, and other governance elements related to the Transaction will be required and adopted prior to closing of the Transaction (the "**Closing**"). The Parties anticipate that such governance changes will include provisions related to the operation of Selected's programs and activities within NFDA, the admission standards and requirements of a Selected Designation Program, and the establishment of committee comprised of current Selected Board members (the "**Selected Executive Counsel**" or "**SEC**") that will provide recommendations to the NFDA Board of Directors on the Selected Designation Program, and the Selected programs and activities that will continue within NFDA. The NFDA Board will consider the recommendations of the SEC regarding the Selected Designation Program, and the Selected programs and activities that will continue within NFDA and put them on the Consent Agenda for approval, when appropriate. NFDA shall have ultimate and sole discretion in all matters related to adoption and utilization of the assets acquired from Selected.

The parties agree that Selected's programs and services, as agreed to in the Definitive Agreement, will continue without material change for at least one year after the Closing in order to ensure continuity and stability. Any proposed changes during that period would be subject to discussion and mutual approval by the Parties. The current "Selected Independent Funeral Homes" verbal and visual identity available to Selected's current members will be available to be maintained by those in the Selected Designation Program and the Parties will work to integrate and align current Selected branding across Selected programs utilized by NFDA.

Further, the Parties expect that the current Selected CEO shall continue in a professional role through at least December 31, 2027, as further defined by an employment agreement that shall be executed in conjunction with the Definitive Agreement, subject to mutually agreeable employment arrangements and existing NFDA policies. In addition, the Parties expect that two new voting NFDA Board of Directors positions will be created that will be for two, two-year terms each, two for 2027-28 and two for 2029-30 (the "**SEC Board Seats**"). The SEC Board Seats shall be filled by individuals nominated by the SEC, subject to the approval of, and appointment by, the NFDA President holding that position in 2027 and 2029, respectively. Additionally, the NFDA President for the term beginning 2027 shall appoint no fewer than no fewer than two Selected members, based on guidance from the SEC, to the NFDA Leadership Development Committee for periods of three years each. Each year, the NFDA Board may appoint, and the SEC shall accept, a liaison from the NFDA Board to the SEC, who may report to the SEC on the NFDA Board's activities but shall not be entitled to participate or vote as a member of the SEC. To this end, when appropriate, the NFDA Board will ask an SEC representative to participate in NFDA Board meetings to discuss pending SEC issues.

VI. Confidentiality

Each of the Parties acknowledges that as part of the discussion regarding this LOI, the Transaction, and the future Definitive Agreement it may receive Confidential Information from the other Party. To that end, NFDA and Selected executed a Confidentiality and Nondisclosure Agreement effective on or about April 21, 2025, (the "**NDA**"), which contains NFDA's and Selected's obligations to keep confidential certain information exchanged between them in the evaluation of a transaction, which includes the Transaction and the Definitive Agreement. NFDA and Selected shall continue to be bound by the terms of the NDA. These terms of Confidentiality may be amended from time to time by written agreement of the Parties as the necessity to disclose terms to each Partys' members arises.

VII. Expenses

Each Party shall bear its own expenses during the negotiation of this LOI, the Transaction, and the Definitive Agreement, including but not limited to legal, accounting, advisory, and transaction expenses, regardless of whether the transaction closes.

VIII. Due Diligence

Upon full execution of this LOI, Selected will provide NFDA and its representatives reasonable access to the facilities, records, key employees and advisors of Selected and copies of Selected records for the purpose of completing NFDA's due diligence investigation. The due diligence investigation will include, but is not limited to, a complete review of financial, accounting, tax, and bank books and records, intellectual property, contracts, employment records, and other legal documents of or concerning Selected, as well as any other matters that NFDA's accountants, legal counsel, and other advisors deem relevant. Selected agrees to fully cooperate with NFDA's due diligence investigation.

IX. Exclusivity

From the Effective Date of this LOI until it is terminated in accordance with its terms (the "**Exclusivity Period**"), Selected will work exclusively with NFDA regarding the Transaction. During the Exclusivity Period, Selected will not, and will not cause its affiliates or representatives to, directly or indirectly (i) solicit, encourage or accept any inquiry, proposal, or offer from any other party relating to the transfer of any of the Selected stock or assets, any merger or similar transaction, or any other transaction that would reasonably conflict with or delay the Transaction (each, an "**Alternative Transaction**"); or (ii) enter into discussions, negotiations, or any agreement (binding or non-binding) with any other party regarding an Alternative Transaction. Selected will promptly end any current discussions or negotiations with third parties regarding any Alternative Transaction. The Exclusivity Period will automatically end upon the termination of this LOI, provided that any claim arising from a breach of this Section IX before termination will continue to be enforceable.

X. Status of the LOI

This LOI is not intended to create, evidence, or imply any partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that (i) any Party may withdraw from the negotiation of the Transaction or the Definitive Agreement at any time without liability, and (ii) the negotiations are being conducted on an exclusive basis, and Selected shall not, during the term of the LOI, offer its assets, programs, or any other consideration to any other party in connection with any transaction substantially similar to those contemplated by this LOI. To the extent that any legal dispute arises in connection with this LOI, it will be governed by and construed in accordance with the laws of the State of Wisconsin, and any legal action hereunder shall be brought in the federal or state courts located in the State of Wisconsin.

XI. Termination

This LOI may be terminated by any Party at any time, upon written thirty (30) days' prior written notice to the other Party without any reason therefore, and in such event, no Party shall have any obligation to the other beyond the confidentiality obligations in the NDA or as otherwise described in Section VI, Section VII, or Section IX above, which shall continue according to the terms of the NDA or such section, as applicable.

[SIGNATURE PAGE FOLLOWS]

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The Parties have caused this LOI to be executed as of the latest date of signature below.

SELECTED INDEPENDENT FUNERAL HOMES	THE NATIONAL FUNERAL DIRECTORS ASSOCIATION OF THE UNITED STATES, INC.
By: Rob Pater Rob Paterkiewicz Executive Director and CEO	By: __________ Christine Pepper Chief Executive Officer
Date: 7/20/2026	Date: __________
By: Barbara Risher Welch Barbara Risher Welch President	By: __________ Daniel J. Ford President
Date: 7/15/2026	Date: __________

The Parties have caused this LOI to be executed as of the latest date of signature below.

SELECTED INDEPENDENT FUNERAL HOMES

By: ______________________
Rob Paterkiewicz
Executive Director and CEO

Date: ______________________

By: ______________________
Barbara Risher Welch
President

Date: ______________________

THE NATIONAL FUNERAL DIRECTORS ASSOCIATION OF THE UNITED STATES, INC.

By: ______________________
Christine Pepper
Chief Executive Officer

Date: 7/17/26

By: ______________________
Daniel J. Ford
President

Date: 7/15/26