

SECOND AMENDMENT TO
WFT LIQUIDATING TRUST

THIS SECOND AMENDMENT TO WFT LIQUIDATING TRUST is approved and executed by the Board, including the Trustee, of the WFT LIQUIDATING TRUST dated as of July 1, 2015 (the "Trust"), on September 12, 2024.

RECITALS

A. Pursuant to the Confirmation Order dated June 12, 2015, the Court approved the Trust Agreement/Plan of Liquidation of the Trust (the "Trust Agreement")

B. An appreciable number of Depositors are living to higher than normal ages; accordingly, the Board has been investigating whether some Depositors have died without using the Funeral Homes at which they made their Trust Deposits for their funerals. Some Depositors cannot be located. The Board has determined that, under Wisconsin law, the Trustee is required to submit the amount that could be claimed at the time of a funeral (based on the Initial Reimbursement Percentage as adjusted pursuant to the Trust Agreement) with the Wisconsin Department of Revenue as unclaimed funds. Such money will be submitted to the Wisconsin Department of Revenue in the names of both the Funeral Home and the Depositor as tenants in common.

C. Additionally, in at least one instance, the Board has commenced a legal action to force a Funeral Home to comply with the terms of the Trust Agreement and the Funeral Home's FHSA. After repeated opportunities to comply, the court (subsequent to arbitration) ruled that such Funeral Home is not entitled to make claims in connection with the Depositor Accounts for which it refused to apply for reimbursement.

D. The Trust Agreement, without this Amendment, does not explain what happens to the Remainder Claims associated with the Deposits described in paragraphs B and C or how the Trustee is to account for such Remainder Claim.

E. Pursuant to Article 14 of the Trust, the Board, including the Trustee, desires to amend the Trust to resolve such missing term.

F. This Second Amendment was approved during a telephonic meeting of the Board held on September 12, 2024, after 48 hours' advance notice of the telephonic meeting was provided to the Association in order to permit an observer to observe the meeting. All Board Members, including the Trustee, participated in such meeting, and this Second Amendment was unanimously approved.

AGREEMENTS

NOW THEREFORE, in consideration of the forgoing recitals, the Board Members, including the Trustee, agree as follows:

1. Remainder Claims. The Trust Agreement is amended as follows:

(a) To the extent the Trustee submits the amount that could be, upon proper application after a funeral, claimed as an Initial Reimbursement Payment in connection with a Deposit to the Wisconsin Department of Revenue (or any other governmental entity as required by law) as unclaimed funds, the associated Remainder Claim shall be considered cancelled. However, the cancellation shall not eliminate any obligation such Funeral Home has to either the Depositor or the Depositor's heirs for a funeral or obligations of such Funeral Home in connection with a Transfer or in connection with Other Claims. If the missing Depositor is later found and the funds that had been submitted to the governmental authority are used for such Depositor's funeral, the Remainder Claim shall be subsequently uncanceled upon presentation to the Trustee of evidence reasonably acceptable to the Trustee of such facts.

(b) To the extent an arbitrator or court of competent jurisdiction determines that a Funeral Home is no longer eligible to make a Claim in connection with a Deposit, the associated Remainder Claim shall be considered cancelled. However, the cancellation shall not eliminate any obligation such Funeral Home has to either the Depositor or the Depositor's heirs for a funeral or obligations of such Funeral Home in connection with a Transfer or in connection with Other Claims.

2. Effective Date. Provided there are no objections to this Amendment as described in Section 14.3 of the Trust, the effective date of this Amendment shall be the date that the Amendment is deemed approved under Section 14.4 of the Trust (the "Effective Date"). If there are any objections, the Effective Date shall be the date of approval by the Court.

3. Miscellaneous. Undefined capitalized terms in this Amendment have the definitions provided in the Trust. Except as otherwise specifically set forth in this Amendment, the terms and conditions of the Trust remain unchanged. This Amendment may be signed in counterparts and facsimile or electronic signatures shall be deemed to be original signatures for the purpose of this Amendment.

Dated as of the Effective Date.

TRUSTEE:

Edward M Brady

Edward M Brady (Sep 12, 2024 21:16 CDT)

Edward M. Brady

[Signatures Continued on Following Page]

[Signatures Continued]

BOARD OF DIRECTORS:

Edward M Brady
Edward M Brady, (Sep 12, 2024 2:11 PM CDT)

Edward M. Brady



John P. Devine



William R. Walker

WFT LIQUIDATING TRUST
(f/k/a Wisconsin Funeral Trust)

NOTICE REGARDING PROPOSED AMENDMENT

Date February 6, 2025

Ladies and Gentlemen:

On June 12, 2015, the Circuit Court for Dane County Wisconsin, in Case Nos. 12-CX-44 and 12-CX-44, approved the Trust Agreement/Plan of Liquidation (the "Trust Agreement") of the WFT Liquidating Trust, formerly known as the Wisconsin Funeral Trust (the "Trust"). The Trust Agreement went into effect on July 1, 2015. The Trust Agreement was amended once previously in 2015,

The Board of Directors of the Trust has proposed the attached amendment and, at a meeting on September 12, 2024, approved the amendment. This notice is required pursuant to Section 14.2 of the Trust Agreement.

Pursuant to the Trust Agreement, this notice is being sent by facsimile to the Wisconsin Department of Financial Institutions (the "WDFI") (608-264-7979) and by email to the email address for each Beneficiary Funeral Home in the records of the Trust. It is also posted on the Trust's website.

Any party in interest, including the WDFI or any Beneficiary Funeral Home, may within 20 days of the effective date of this notice object to the proposed change by petition to the Court as described in the Trust Agreement.

The proposed amendment shall be deemed approved provided no petition objecting to the amendment is timely filed with the Court.

The reasons for the proposed amendment are set forth in recital paragraphs B through D of the attached amendment.

Please direct questions regarding the Trust to the Trust's administrator, Fiduciary Partners, Inc.

**Fiduciary Partners, Inc.
Attention: WFT
3913 West Prospect Avenue, Suite 201
Appleton, Wisconsin 54914
Toll Free: 866-380-9969
Fax: 920-380-9961
Email: WFT@fiduciarypartners.com**