

~~FOURTH AMENDMENT TO THE~~  
WISCONSIN FUNERAL TRUST AGREEMENT  
DATED MARCH 29, 1999

WHEREAS, The Wisconsin Funeral Directors Association, a Wisconsin non-profit corporation, (the "Association"), established the Wisconsin Funeral Trust (the "Trust") on March 29, 1999; and

WHEREAS, Article 1, Paragraph 1.03 of the Trust Agreement reserves unto the Association the exclusive right to amend or modify any and all provisions of such Trust Agreement; and

WHEREAS, the Association and the Trustee have determined that it is desirable to clarify and amend certain terms of the Trust Agreement.

NOW THEREFORE, the Wisconsin Funeral Directors Association hereby creates this Fourth Amendment to the "WISCONSIN FUNERAL TRUST AGREEMENT DATED MARCH 29, 1999," as amended in the following fashion:

1. Amending and revoking Article III, Section 3.02 and replacing it as follows:

The Trustee may resign at any time by providing ninety (90) days written notice to the Association. The Trustee may be removed, with or without cause, by the Association by providing thirty (30) days written notice. Notwithstanding the above notice provisions, such resignation or removal, as the case may be, shall immediately take effect at such time as a successor Trustee shall have been appointed and accepted such appointment. The appointment of a successor Trustee shall immediately discharge the Trustee from its duties hereunder. In the event of a resignation or removal, the Trustee shall have no duty or liability to convert the Trust Funds into cash but shall deliver the same in kind or in their then existing form. The Wisconsin Funeral Trust shall only be liable to the Trustee for its normal and customary fees and expenses incurred up to the date of transfer of all Trust Funds to the successor Trustee or for sixty (60) days, whichever is longer. The Trustee shall provide a complete and satisfactory accounting of the status and condition of the Trust Funds as of the date of transfer of the Trust Funds to the successor Trustee in a similar form and format as the Trustee has been providing that information. The Trustee shall provide such other information and assistance as is reasonably requested by the Association to transfer responsibility to a successor Trustee. The Trustee shall also

cooperate with the Association to communicate the transfer to a successor Trustee to constituencies. The Trustee shall not make any public communication that may be reasonably considered derogatory or disparaging to the Association, the Trust, the successor Trustee or any party relating to the Trust. The Association shall not make any public communication that may be reasonably considered derogatory or disparaging to the Trustee.

2. Amending and revoking Article IV, Section 4.02 and replacing it as follows:

4.02 Investment of Trust Funds. The Trust Fund may be invested as authorized under the Wisconsin Uniform Prudent Investor Act (the "UPIA"). This may include, but shall not be limited to investments in savings accounts, time deposit accounts, certificates of deposit, bonds, stocks, including publically and privately held companies whether partially or wholly owned, shares of investment companies and investment trusts, mutual funds, limited partnerships and/or limited liability companies and any other investments permitted by the UPIA.

3. Amending the Article IV, Section 4.03 as follows:

4.03 Employment of Agents. Other than the Servicing Agent and Investment Advisor, which shall be appointed exclusively by the Association, the Trustee, with the approval of the Association, may employ persons, including attorneys, auditors, investment advisors, or agents, even if they are the Trustee or associated with the Trustee, to advise and assist the Trustee in the performance of its administrative duties, to act without independent investigation upon their recommendations or directions, and, instead of acting personally, to employ one or more agents to perform any of its duties whether or not discretionary. The Trustee shall not be liable for any errors or omissions committed by any third party employed pursuant to this provision. MRS

4. Amending and revoking Article V, Section 5.03 and replacing it as follows:

5.03 Selection of Investments. The Trustee shall have no discretion of the investment of the Trust Fund and shall not render investment advice in connection with the investment of the Trust Fund. Upon direction by the Association or the Investment Advisor in writing, the Trustee shall carry out such investment instructions and shall have no

responsibility for the selection of such investments. The Trustee shall have no duty or responsibility to review, make recommendations, or otherwise render advice regarding investments made pursuant to written instructions received from the Association or the Investment Advisor and shall be required to act only upon receipt of such instructions. The Association represents that neither it nor the Investment Advisor shall issue instructions that violate the terms of the Trust or that are prohibited by law. The Trustee shall not be liable for any loss which results from instructions of the Association or Investment Advisor properly carried out by the Trustee.

5. Adding a new Article V, Section 5.05 that reads as follows:

5.05 Confidentiality. The parties shall maintain confidentiality of all Confidential Information as follows:

(a) Confidential Information Defined. As used in this Agreement, the term "Confidential Information" means all information obtained by the parties regarding the other party and/or the Trust. This shall include but not be limited to marketing information, member and customer information, financial statements, investments and investment strategies, plans, policies, affiliate information, and personnel information.

(b) Confidentiality Obligations. Both parties to this Agreement recognize that in the course of implementing and providing the services described herein, each party may obtain Confidential Information. All such Confidential Information, individually and collectively, and other proprietary information disclosed by either party shall remain the sole property of the party disclosing the same, and the receiving party shall have no interest or rights with respect thereto. Each party agrees to maintain all such Confidential Information in trust and confidence, and not to disclose such Confidential Information to any third party without the written consent of the other party. Each party further agrees to take all reasonable precautions to prevent any unauthorized disclosure of confidential information.

(c) Information Which May Be Disclosed. The confidentiality obligations do not apply to Confidential Information if and to the extent:

- (1) The Confidential Information is or becomes generally available or known to the public through no

fault of the parties or by any person who is under a confidentiality obligation regarding the disclosed information; or

(2) The Confidential Information is required by law to be disclosed. If a party becomes legally compelled to disclose any Confidential Information, prior to making such disclosure, the party will provide the other party with prompt notice thereof so that such party may seek a protective order or other appropriate remedy and/or waive compliance with provisions of this Agreement.

(d) Public Communications. The Trustee shall have no authority to make public statements, issue press releases or otherwise act as a spokesperson for the Association or the Trust. The Trustee shall direct any request for such communications to the Association. This Agreement shall not limit the Trustee in discharge of its day-to-day duties to provide information relating to administration of the Trust such as tax reporting, account balances and other similar matters.

(e) Remedies. The parties agree that if there is a breach of the confidentiality obligations under this Agreement, in addition to any other remedies which may be available at law, the parties shall be entitled to injunctive relief, specific performance or other equitable relief or any or all of the foregoing, as may be provided under the laws of and in any judicial forum in the State of Wisconsin or the United States of America for any violation of this Agreement.

(f) Term of Confidentiality Obligations. The obligations of confidentiality and non-use imposed under this Agreement shall survive the termination of the Agreement.

6. Adding a new Article V, Section 5.06 that reads as follows:

5.06 Voting of Proxies. The Trustee shall maintain a complete record of the manner in which it votes shares of stock or other securities held as part of the Trust Funds. The Trustee shall not be responsible for voting privately held shares of stock or other securities, which shall be voted by the Association. The Trustee shall have no responsibility for the voting of any stock or other securities subject to voting by the Association.

7. Amending and revoking Article VI, Section 6.04 and replacing it as follows:

6.04 Selection of Investments. The Association will consult with the Investment Advisor in the selection of suitable investments for the Trust Funds as set forth in Section 4.02.

- May 8, 2009  
Date

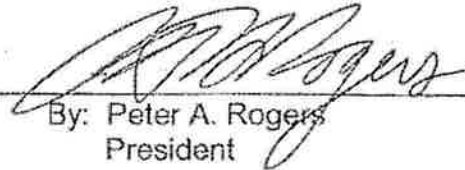
WISCONSIN FUNERAL  
DIRECTORS ASSOCIATION



By: Scott Peterson,  
Executive Director

- May 8, 2009  
Date

FIDUCIARY PARTNERS INC.  
TRUSTEE



By: Peter A. Rogers  
President