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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re
J.T. THORPE, INC., a California Corporation; J.T. THORPE, INC., a dissolved California Corporation;

Debtors,

Case Nos. LA-02-14216-BB & LA-04-35876-BB

(Jointly Administered Under Case No. LA-02-14216-BB)

Chapter Number: 11

THIRTEENTH ANNUAL REPORT AND ACCOUNTING, AUDITED FINANCIAL STATEMENTS, AND CLAIM REPORT

Hearing:

Date: June 12, 2019
Time: 2:00 p.m.
Place: Courtroom 1539
255 East Temple Street
Los Angeles, CA 90012

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TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE AND OTHER PARTIES IN INTEREST:

The Trustees of the J.T. Thorpe Settlement Trust by and through their counsel, Levene, Neale, Bender, Yoo & Brill, hereby file the Thirteenth Annual Report and Accounting, Audited Financial Statements, and Claim Report.

DATED: April 29, 2019

Respectfully submitted,

By: /s/ *Eve H. Karasik*

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THIRTEENTH ANNUAL REPORT AND ACCOUNTING OF J.T. THORPE SETTLEMENT TRUST

The Trustees of the J.T. Thorpe Settlement Trust ("Trust") hereby submit this Thirteenth Annual Report and Accounting ("Annual Report") covering Trust activities that occurred during the period from January 1, 2018 to and including December 31, 2018 ("Accounting Period"), and certain activities of the Trust that took place outside of the Accounting Period. This Annual Report is submitted to the U.S. Bankruptcy Court for the Central District of California, Los Angeles Division, *In re J.T. Thorpe, Inc., a California corporation*; *J.T. Thorpe, a dissolved California corporation*; *Thorpe Holding Company, a California corporation*; and *Thorpe Technologies, Inc., a California corporation*, Case Nos. LA 02-14216-BB; LA 04-35876-BB; LA 04-35877-BB; LA 04-35847-BB, Jointly Administered Under Case No. LA 02-14216-BB, in accordance with the *First Amended Joint Plan of Reorganization* [Docket No. 472] (the "Plan"); *Order Confirming First Amended Joint Plan of Reorganization Dated August 5, 2005, and Granting Related Relief* [Docket No. 1455] ("Confirmation Order"); and the Trust Agreement, Bylaws, Trust Distribution Procedures, and Case Valuation Matrix, as amended from time to time, established pursuant to the Plan,[1] and pursuant to the laws of the state of Nevada, where the Trust is organized and where it resides. The Trust Agreement states in Section 7.11 that the Trust is governed by Nevada law. Section 164.015 of the Nevada Revised Statutes allows the Trust to render an accounting and seek approval for its past actions. The factual statements in this Annual Report are supported by the Declaration of Jack Luikart, Managing Trustee in Support of Motion to Approve and Settle J.T. Thorpe Settlement Trust's Thirteenth Annual Report and Accounting, Audited Financial Statements, and Claim Report as described in paragraphs 6, 7, and 8, *infra*.

[1] The Appendix [Docket Nos. 1755-2 through 1755-4] includes the Plan; Order Confirming the Plan; Third Amendment to and Complete Restatement of J.T. Thorpe Case Valuation Matrix (the "Matrix") the Third Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Bylaws (the "Trust Bylaws") ; certain other controlling documents approved by this Court; and other documents as indicated. The current versions of the Trust Agreement, and Trust Distribution Procedures (all as defined below) are attached to this Annual Report as the Twelfth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement (the "Trust Agreement") Exhibit " C", and the Third Amendment to and Complete Restatement of the Trust Distribution Procedures (the "Trust Distribution Procedures") Exhibit " D".

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Capitalized terms not defined herein are defined in the Glossary of Terms for the Plan Documents. This Court has approved each Annual Report beginning in 2007.

1. Effective Date: In compliance with Sections 4.1 and 7.2 of the Plan, and the Glossary of Terms for the Plan Documents, the Effective Date of the Trust is June 29, 2006.

2. Appointment of Trustees: In its March 23, 2006 Order Granting Plan Proponents' Motion for Approval of Appointment of Trustee for the J.T. Thorpe Settlement Trust, this Court approved the appointment of Mr. Stephen M. Snyder as the sole Trustee of the Trust.

As initially described in the Trust's Fourth Annual Report, on April 19, 2007, the number of Trustees was increased to three (3) by the Futures Representative and the Trust Advisory Committee effective on the first anniversary of the Effective Date of the Trust.

Mr. Snyder was designated as the Managing Trustee on July 24, 2007, and served as Managing Trustee until February 22, 2019. Dr. Sandra R. Hernández and Mr. John F. Luikart have acted as Trustees of the Trust since June 29, 2007. On January 9, 2019, Stephen M. Snyder, pursuant to Section 4.2(c) of the Trust Agreement, gave proper notice that he was retiring as Trustee as of April 30, 2019. Stephen M. Snyder was asked to extend the retirement date to May 31, 2019. The Trustees, Trust Advisory Committee, and the Futures Representative agreed in writing to extend the retirement date to May 31, 2019. On February 22, 2019, pursuant to Section 4.1 of the Trust Agreement, John F. Luikart was elected by the Trustees to be the Managing Trustee of the Trust. As a result of the retirement of Mr. Snyder, a change has been adopted to the Trust Agreement in Section 4.6(f), (set forth in paragraph 22 infra). As well, the Trust has entered into a Transition Agreement with Mr. Snyder and a Consulting Agreement. The Transition agreement as approved, is attached as Exhibit “E”.

3. Appointment of Trust Advisory Committee (“TAC”): In the Order Confirming the Plan, this Court approved the appointment of Alan Brayton, Steven Kazan, and David Rosen as the initial members of the TAC. Mr. Brayton has served as Chair of the TAC and Mr. Kazan continued to serve as a member of the TAC since the Effective Date of the Trust. As initially described in the Trust’s Tenth Annual Report, Mr. Rosen resigned in January 2016 and pursuant to Section 6.4 of the Trust Agreement, Patrick A. DeBlase was nominated by the

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remaining members of the TAC to succeed Mr. Rosen as a member of the TAC. This Court approved Mr. DeBlase as a member of the TAC on June 10, 2016.

4. Appointment of Futures Representative: The Honorable Charles B. Renfrew, retired, was appointed as the Futures Representative in the J.T. Thorpe Reorganization Cases on December 2, 2002, and his continued appointment as the Futures Representative of the Trust was approved by this Court in the Confirmation Order. Judge Renfrew served as the Trust's Future Representative since the Effective Date of the Trust until his death on December 14, 2017. The Trust's Motion for Order Approving Trustees' Selection of Honorable David F. Levi to Serve as Futures Representative was filed on March 20, 2018 and the order was entered on April 11, 2018.

5. Fiscal Year and Tax Obligations: The Trust is required by the Internal Revenue Code to account for and report on its activities for tax purposes on a calendar-year basis. Therefore, the Trust's fiscal year is the calendar year. Except where otherwise stated, all reports attached to this Annual Report cover the Accounting Period. Section 2.2(b) of the Trust Agreement requires the Trustees to file income tax and other returns and statements in a timely manner, and to comply with all withholding obligations as legally required, including fulfilling requirements to maintain its status as a Qualified Settlement Fund. The 2017 federal tax return was filed by its extended due date of September 17, 2018 and the 2018 federal tax return will be filed by its extended due date of September 16, 2019. The Trust resides in Nevada, and Nevada has no state income tax. Although the Trust is not subject to tax in California, the Trustees file a tax return in California each year, attaching a copy of the Trust's federal tax return, but showing no California taxable income or state tax liability.

6. Annual Report: Section 2.2(c)(i) of the Trust Agreement provides in pertinent part:

> The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within 120 days following the end of each fiscal year, an annual report containing financial statements of the Trust (including, without limitation, a statement of the net claimants' equity of the Trust as of the end of such fiscal year and a statement of changes in net claimants' equity for such fiscal year) audited by a firm of independent certified public

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> accountants selected by the Trustees and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the equity presently available to current and future claimants and as to the conformity of the financial statements with the following special-purpose accounting methods which differ from accounting principles generally accepted in the United States…

The Trust's financial statements are prepared using special-purpose accounting methods that depart from Generally Accepted Accounting Principles (GAAP) in certain respects in order to better disclose the amount and changes in net claimants' equity.

7. Financial Report: In accordance with the requirements of Section 2.2(c)(i) of the Trust Agreement, the Trust has caused its financial statements to be audited by Eide Bailly LLP, the independent certified public accountants retained by the Trust to perform the annual audit of its financial statements. The Trust's audited financial statements ("Audited Financial Statements") are attached hereto as Exhibit "A". These include a Statement of Net Claimants' Equity, a Statement of Changes in Net Claimants' Equity, a Statement of Cash Flows and explanatory Notes. The Statement of Net Claimants' Equity, which is the equivalent of a corporate balance sheet, reflects total assets of the Trust at market value and on the other comprehensive basis of accounting adopted by the Trust. These Audited Financial Statements show, among other things, that as of December 31 2018, total Trust assets were $126,031,490, total liabilities were $6,273,551, and Net Claimants' Equity was $119,757,939.

8. Claim Report: Section 2.2(c)(ii) of the Trust Agreement provides that along with the Audited Financial Statements, the Trust shall file with the Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The J.T. Thorpe Settlement Trust Claim Report as of December 31, 2018 ("Claim Report") is attached hereto as Exhibit "B". During the Accounting Period, the Trust received 685 claims, paid 129 claims, and made settlement offers on 109 claims. During the Accounting Period and since the Trust received its first Trust Claim[2] on October 24, 2006, the Trust

[2] "Trust Claims" are any claims submitted to the Trust after the Effective Date.

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has received 9,233 Trust Claims, paid 4,833 Trust Claims, and 2,887 Trust Claims have been withdrawn or rejected.[3]

Section 5.4 of the TDP provides that "as soon as practicable after the Effective Date, the Trust shall pay all Trust Claims that were liquidated by (i) a written settlement agreement entered into prior to the Petition Date for the particular claim, or (ii) the pre-confirmation claims liquidation process." The vast majority of the 1,474 Trust claims identified in this Court's January 27, 2006, Order Liquidating Asbestos Related Claims (hereafter "PCLP Claims") were paid in 2006. Pursuant to this Court's request during the hearing in 2018, the Trust contacted the representing law firms and informed them that the remaining claims needed to be withdrawn or a release sent so they could be paid by year end. Of the twenty-one (21) remaining PCLP Claims in the 2017 Annual Report, four (4), totaling $46,006 were paid and four (4) were withdrawn. The Trust has not yet received proper release documents for thirteen (13) remaining unpaid PCLP Claims in the amount of $30,034. The Trust continues to diligently search for claimants and heirs.

9. Public Inspection: In compliance with Section 2.2(c) of the Trust Agreement, the Annual Report, including the Audited Financial Statements and Claim Report, has been sent to the Futures Representative, the TAC, the Debtors, and the Office of the United States Trustee with responsibility for the Central District of California, and has been filed with the United States Bankruptcy Court for the Central District of California. Accordingly, the Annual Report and all attached and related documents have been made available for inspection by the public in accordance with procedures established by the Court.

10. Trustees' Meetings: Article II, Section 4 of the Trust Bylaws provides that the Trustees shall meet in Nevada, or a state other than California, at least four times a year, as close as practicable on a quarterly basis. The Trustees held five (5) meetings during the Accounting Period (February 22-23, 2018, April 19-20, 2018, May 16, 2018, September 13-14, 2018, and

[3] "Withdrawn or Rejected Claims" include claims which are not qualified and/or claims with deficiencies that have not been cured beyond a certain time period, and/or claims that have remained on hold beyond a certain time period.

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November 15-16, 2018). The April, May and September, meetings were held in Nevada, and the February and November meetings were held in Arizona.

11. Arbitrations: During the Accounting Period, no arbitrations were held pursuant to Section 5.9 of the Trust Distribution Procedures.

12. Payment Percentage: Section 4.2 of the TDP provides that, commencing on the first day of January, after the Plan has been consummated and no less frequently than once every three years thereafter or at any time if requested to do so by the TAC or Futures Representative, the Trustees shall reconsider the Payment Percentage to assure that it is based on accurate current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and Futures Representative. As initially described in the Trust's Fourth Annual Report, the Payment Percentage was temporarily decreased from 50% to 40% on December 1, 2008 pursuant to the guidelines of Sections 2.3 and 4.2 of the TDP. At the November 18, 2010 meeting, the Payment Percentage was reviewed and adjusted to 45%. The Payment Percentage continued to remain at 45% after it was reviewed on February 7, 2013 and again on September 23, 2014. As initially described in the Trust's Tenth Annual Report, on April 14, 2016, it was decided that the Payment Percentage should remain at 45% based upon the updated forecast. At the May 16, 2018 meeting, the Payment Percentage was reviewed and adjusted to 50%.

13. Maximum Annual Payment: Section 2.4 of the TDP requires that the Trust calculate an annual payment limit for claims ("Maximum Annual Payment") based upon a model of the amount of cash flow anticipated to be necessary over the entire life of the Trust to ensure that funds will be available to treat all present and future claimants as similarly as possible. At the February 22, 2018 meeting, the Maximum Annual Payment for 2018 was set at $8,400,000, plus the amount of excess funds carried over as of December 31, 2017, which Section 2.5 of the TDP requires to be rolled over and remain dedicated to the respective Disease Category (as such term is defined in the TDP) to which they were originally allocated. At the May 16, 2018 meeting, the Maximum Annual Payment for 2018 was set at $21,600,000 and the rolled over amount was reset

to zero. At the November 15, 2018 meeting, the Maximum Annual Payment for 2019 was set at $8,579,060.

14. Inflation Adjustment: The original Payment Percentage approved by this Court was based upon projections of future claim payments adjusted annually for inflation. Beginning in 2008, all claim payments made during a calendar year include a cost of living adjustment based upon the Federal Bureau of Labor Statistics' *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W) announced in January each year. At the November 15, 2018 meeting, the CPI-W to be published in January 2019 was approved for use by the Trust in making the cost of living adjustment for claims payments made in 2019. The CPI-W of 1.8% was issued on January 11, 2019 and all inflation adjustments are cumulative. Consequently, all claim payments made during the 2019 calendar year will have a cumulative inflation rate of 24.24% added to the payment amount.

The Trust began indexing Economic, Medical Loss, and assumed Future Medical Loss and Funeral Expenses Base Case Values in 2018. The Economic Base Case is now set at $248,473. The Medical Loss Base Case is set at $275,959. The Assumed Future Medical Loss and Funeral Expenses is set at $103,485.

15. Budget and Cash Flow Projections: Section 2.2(d) of the Trust Agreement requires the Trust to prepare a budget and cash flow projections prior to the commencement of each fiscal year covering such fiscal year and the succeeding four fiscal years. The Trustees approved the 2019 budget and the required four-year budget and cash flow projections on November 15, 2018. Pursuant to the Trust Agreement, the 2019 budget was provided to the Futures Representative and TAC.

16. Trust Facilities and Services Sharing Agreement with Western Asbestos Settlement Trust: As initially described in the Trust's First Annual Report, the Trust and Western Asbestos Settlement Trust ("Western Trust") entered into a Trust Facilities and Services Sharing Agreement. The Trust agreed to pay a negotiated monthly amount. Such arrangement was approved by this Court in the order approving the Trust's First Annual Report. As described in the Trust's Twelfth Annual Report, pursuant to the annual reconciliation of fees presented on February

22, 2018, the Trust and the Western Trust agreed that the advance payments would be $36,000 per month for 2018. Pursuant to the annual reconciliation of fees presented on February 22, 2019, the Trust and the Western Trust agreed that the advance payments shall be $36,000 per month for 2019. The total amount paid by the Trust to the Western Trust, after accounts were reconciled for 2018, was $412,041.

17. Settlement Fund: The Settlement Fund was established at Wells Fargo Bank, N.A., to pay valid claims.

18. Operating Fund: The Operating Fund was established at Wells Fargo Bank, N.A. During the Accounting Period, transfers were made from the Settlement Fund to the Operating Fund to pay anticipated operating expenses of the Trust. In February 2019, Wells Fargo Bank experienced a server disruption that affected certain areas of the United States. Although it did not impact the Trust or its ability to access funds, the Trustees decided that it was prudent to place funds with another financial institution to ensure that funds for short-term operating costs, would be available in the event of future disruption. The Trust deposited $250,000 with Sierra Pacific Federal Credit Union in Reno, NV.

19. Indemnity Fund (Self-Insured Retention): Section 4.6 of the Trust Agreement provides that the Trust shall indemnify the Trustees, the Trust's officers and employees, the Futures Representative, the TAC and each of their respective agents. The Trustees, the Futures Representative, the TAC and their respective agents have a first priority lien upon the Trust's assets to secure the payment of any amounts payable to them pursuant to Section 4.6.

In addition to the first priority lien on all the Trust's assets, in 2006, the Trust established an indemnity fund in the amount of $5,000,000, as described in the Trust's Annual Reports. All interest earned by the fund is returned to the Trust quarterly. During the Accounting Period, no claims were made against and no payments were made from this fund.

In November 2018, the Indemnity Agreement was amended to state that in the event that the Trust purchases insurance indemnifying and defending the Indemnified Parties, then payment of any Indemnified Expenses shall be made primarily and first from the Insurance Proceeds and then from the Indemnity Fund or other assets of the Trust. If the Indemnity Fund or

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other assets have to pay or fund such expenses prior to payment by the Insurance Proceeds, then such expenses shall be reimbursed to the Indemnity Fund or other assets from the Insurance Proceeds. The Indemnity Agreement was also amended to reflect that the Insurance Premiums and Deductibles on the insurance policies may be paid from the Indemnity Fund or other assets of the Trust. The Trust purchased a Directors and Officers/Errors and Omissions policy in 2018 and a Directors and Officers/Errors and Omissions Excess DIC policy in 2019.

20. Settlement Fund Control Account and Control Agreements:

In November 2018, a Security Agreement was entered into between the Trust and the Trustees, Futures Representative, and the TAC granting a security interest in all of the Trust's personal property and assets to secure the Trust's indemnity and defense of the Trustees, Futures Representative, and the TAC, its officers, employees, agents, predecessors, and successors against claims and liabilities incurred in the performance of their duties as specified in the Trust Agreement. A UCC-1 Financing Statement was filed in Nevada to perfect the security interest. In addition, a Control Agreement was entered into between the parties and Wells Fargo to perfect the security interest in the assets maintained at Wells Fargo, including the Indemnity Fund, accounts, deposits, securities, financial assets, investment property and security entitlements, among other things.

21. Executive Staff Update:

The Executive Director of the Trust, Sara Beth Brown, was hired in June of 2006, and has served in that capacity since that time for this Trust and the other Trusts which share facilities with this Trust. She has properly notified the Trustees that she will retire effective May 4, 2019. Laura Paul, currently the Claims Manager, has been appointed Acting Executive director upon the event of Sara Beth Brown's retirement.

22. Legal Dispute: As initially described in the Trust's Ninth Annual Report, on January 23, 2014, the Trustees entered into an agreement with the Mandelbrot Law Firm and its principal, Michael J. Mandelbrot (herein "Mandelbrot"), requiring that Mandelbrot transfer all pending claims to other counsel and immediately cease further claims-filing activity with the Trust. This agreement was made on the record during the bench trial of this Trust's and the

Thorpe Insulation Settlement Trust's adversary proceedings against Mandelbrot. The terms of the agreement and settlement were read in to the record and agreed to by all parties, including Mandelbrot.

After making the stipulation, however, Mandelbrot substituted his trial counsel and Mandelbrot disavowed the agreement and unsuccessfully challenged its validity. After further hearings, Judge Bluebond entered judgment reaffirming the validity and enforceability of the agreement (the "Judgment and Order").

On May 27, 2014, this Court heard and denied Mandelbrot's motion to stay enforcement of the Judgment and Order. Thereafter, in early June 2014, Mandelbrot appealed the Judgment and Order and filed a motion to stay enforcement of the Judgment and Order pending appeal before the Honorable Virginia A. Phillips ("Judge Phillips") of the United States District Court for the Central District of California. Judge Phillips denied Mandelbrot's motion to stay enforcement.

Thereafter, Mandelbrot filed a District Court brief. On September 3, 2015, Judge Phillips affirmed the Bankruptcy Court's Judgment and Order. On September 17, 2015, Mandelbrot filed a notice of appeal with the United States Court of Appeals for the Ninth Circuit. Oral arguments were heard on February 17, 2017 and on September 14, 2017, the Ninth Circuit vacated the District Court's affirmance and remanded the case to the District Court for further fact-finding and/or briefing on two issues: (i) whether federal law overrides the California statutes because this is a 524(g) trust and (ii) what impact, if any, the case of *Golden v. California Emergency Physicians Medical Group*, 782 F. 3d 1083 (9th Cir. 2015) ("Golden") has in this matter.

On November 6, 2017, the Trust made a Request for Remand of Appeal to Bankruptcy Court following the Ninth Circuit Appeal; Mandelbrot opposed the Request for Remand of Appeal on November 7, 2017. The District Court remanded this matter to the Bankruptcy Court on November 15, 2017. A hearing was held on February 8, 2018 and based upon the briefs submitted and oral argument presented, Judge Bluebond issued a Supplemental Findings of Fact and Conclusions of Law on Remand.

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In sum, Judge Bluebond held that the settlement and the claim-filing prohibition were valid and enforceable as to all four Trusts under California law, including specifically § 16600 and, to the extent at all applicable, Rule 1-500, because the settlement was reasonable and did not operate as a restraint of a substantial character on Mandelbrot's practice.

Mandelbrot filed his notice of appeal on February 20, 2018 and shortly thereafter approached counsel for the Trusts regarding a dismissal of the appeal. A Joint Stipulation regarding Dismissing the Appeal was filed and on May 10, 2018, Judge Phillips of the USDC, Central District of California, signed the order Granting Joint Stipulation Dismissing Appeal. The litigation with Mr. Mandelbrot and the Mandelbrot Law Firm has been fully and finally resolved.

Post dismissal, Mr. Mandelbrot continued to file pleadings and documents in the JT Thorpe and Thorpe Insulation Settlement Trusts' bankruptcies. The Trusts served and filed a "Motion of JT Thorpe and Thorpe Insulation Company Asbestos Settlement Trust for Entry of an Order Striking Dockets 1804, 1806 and 1808 and Granting Related Relief" on November 7, 2018. Mr. Mandelbrot filed the Mandelbrot Law Firm and Trust Beneficiaries "Opposition to Order Striking Dockets 1804, 1806 and 1808 and Granting Related Relief." A hearing was held on November 28, 2018. Prior to the hearing, the Court issued a tentative ruling, which the Court read into the record at the hearing. The Court also heard oral argument from counsel for the Trusts and Mr. Mandelbrot. On December 13, 2018, Judge Bluebond issued an order which struck certain docket entries from the record and classified certain docket entries as "private." Mr. Mandelbrot was ordered, as a person and as a firm, that he shall not represent that he is counsel to or otherwise represents claimants or beneficiaries in connection with the JT Thorpe and Thorpe Insulation Trusts. In the Order, Judge Bluebond stated that she would prepare and submit to the State Bar of California a judicial discipline referral form concerning the conduct of Michael Mandelbrot in connection with the JT Thorpe Inc. and Thorpe Insulation Company Cases. On January 3, 2019, Judge Bluebond submitted a Discipline Referral Form with Appendix regarding Mr. Mandelbrot to the California State Bar.

As a result of the January 23, 2014 stipulation, and consistent with its terms, the Trust does not accept claims from Mandelbrot and all claims previously submitted by Mandelbrot

were transferred to new counsel. The Trust advised claims filers that Mandelbrot is not permitted to file claims with the Trust and on March 6, 2015, posted such a notification on its Web site. The Trust has been informed that Mandelbrot's Web site has continued to include the Trust in lists of asbestos trusts with which Mandelbrot files claims, despite the Judgment and Order precluding Mandelbrot from filing claims with the Trust. Under the circumstances, the Trust continues to monitor compliance with the Judgment and Order.

In addition, Mr. Mandelbrot continues to publish allegations of Trust fiduciary misconduct similar to those adjudicated before the U.S. Bankruptcy Court for the Central District of California and to post allegations against Trust personnel regarding fraud, corruption, bias and preferential treatment on his blog. The Trust previously investigated these accusations through outside counsel, who reached the same conclusion as had been reached by the Trust in years past -- that the allegations are meritless.

23. Amendments to the Trust Documents Amendment to Section 4.6 (f) of the Trust Agreement were approved on April 19, 2019. A true and correct copy of the Twelfth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement is attached hereto as Exhibit "C". Amendment to Section 6.2 (j) of the Trust Distribution Procedures were approved on February 22, 2019. A true and correct copy of the Third Amendment to and Complete Restatement of Trust Distribution Procedures is attached hereto as Exhibit "D."

24. Notifications to Beneficiaries: During the Accounting Period and, additionally, from January 1, 2019 to and including April 19, 2019, the following notifications were placed on the Trust's Web site:

a. Notice of hearing on the Trust's Twelfth Annual Report and Accounting (posted April 27, 2018);

b. Reminder of Policy Regarding Claims in Certain Statuses (posted May 15, 2018);

c. Notice of Update to 1/31/14 and 4/16/14 Notices to Beneficiaries and potential Beneficiaries of the JT Thorpe Settlement Trust, Thorpe Insulation Settlement Trust, Western Asbestos Settlement Trust and Plant Asbestos Settlement Trust (posted June 5, 2018);

d. Notice of Payment Percentage Increase (posted June 13, 2018);

e. Notice of 2019 Indexed Base Case Values for Economic and Medical Loss (posted April 16, 2019);

f. Notice of modifications to the Trust Distribution Procedures (posted April 16, 2019); and

g. Notice of Modification to Site List (posted April 16, 2019).

25. Filing Fee: Pursuant to Section 6.5 of the TDP, the filing fee was reviewed at the September 13, 2018 meeting and there were no recommended changes to the existing $250 fee during the Accounting Period or as of the date hereof.

26. Trustee's Compensation: Section 4.5(c) of the Trust Agreement requires the Trust to report the amounts paid to the Trustees for compensation and expenses. During the Accounting Period, the Trustees each received per annum compensation in the amount of $20,994 paid in quarterly installments. The total paid to all Trustees for hourly compensation and for reimbursement of expenses was $106,872 and $1,227, respectively.

27. Significant Vendors: Although the Trust has many vendors, those who were paid more than $100,000 during the Accounting Period are listed alphabetically below:

a. Eagle Capital Management, LLC: One of six investment managers for the Trust described in paragraph 28, *infra;*

b. Fergus, a Law Office: Counsel to the Trust;

c. Klee, Tuchin, Bogdanoff & Stern LLP: Counsel to the Trust; and

d. Western Asbestos Settlement Trust for shared services pursuant to the Trust Facilities Services Sharing Agreement, as described in paragraph 16, *supra*.

28. Trust Investment Management: Article 3 of the Trust Agreement authorizes the Trust to administer the investment of funds in the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, subject to certain limitations. The Trust closely monitors any market volatility with its investment advisors and continues to be in compliance with its Investment Policy Statement. Callan, LLC continued to assist the Trust during the Accounting Period as its investment consultant. Eagle Capital

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Management, Harding Loevner, LP, Segall Bryant & Hamill, Mellon Investments Corporation (formerly Standish Mellon Asset Management), State Street Global Advisors, and Westwood Management Corporation have continued to act as the Trust's investment managers

The Trust's Investment Policy Statement was amended on November 15, 2018. A copy of the November 2018 Investment Policy Statement is attached hereto as Exhibit "F". At the March 22, 2019 Trustees' meeting, it was agreed upon that the Trust would discontinue the services of Westwood Holdings Group, Inc.

***

The Trustees submit that the Annual Report and attached exhibits demonstrate the Trust acted prudently and expeditiously in executing its legal obligations during the Accounting Period and up to and including the date hereof. The Trust conscientiously worked to execute equitable claims procedures and process Trust Claims with due diligence during the Accounting Period and up to and including the date hereof. Moreover, the Trust worked with its accountants and financial advisors to preserve and grow Trust assets in order to fulfill the purpose of the Trust – paying valid asbestos claims. In doing so, the Trust carefully complied with all Plan documents and the mandates of this Court.

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Exhibit A

Financial Statements
December 31, 2018 and 2017

J.T. Thorpe Settlement Trust

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Trustees
J.T. Thorpe Settlement Trust
Reno, Nevada

Report on the Financial Statements
We have audited the accompanying financial statements of J.T. Thorpe Settlement Trust, ("the Trust"), which comprise the statement of net claimants' equity as of December 31, 2018, and the related statement of changes in net claimants' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with the Trust's other basis of accounting described in Note 1 to the financial statements; this includes determining that the other basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Trust's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the net claimants' equity of J.T. Thorpe Settlement Trust as of December 31, 2018, and the changes in net claimants' equity and cash flows for the year then ended in accordance with the Trust's other basis of accounting as described in Note 1 to the financial statements.

Basis of Accounting
We draw attention to Note 1 to the financial statements, which describes the basis of accounting. The financial statements are prepared on the Trust's other basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Supplementary Information 2018
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses for the year ended December 31, 2018, is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Restriction on Use
Our report is intended solely for the information and use of the management of the Trust and Trustees, the beneficiaries of the Trust, the Futures Representative, the Futures Counsel, the members of and counsel to the Trust Advisory Committee, and the United States Bankruptcy Court for the Central District of California, Los Angeles Division and is not intended to be and should not be used by anyone other than these specified parties.

Other Matter
The financial statements of J.T. Thorpe Settlement Trust as of December 31, 2017 and the related supplementary information, were audited by other auditors, whose report dated April 19, 2018 expressed an unmodified opinion on those statements, and included an emphasis of matter paragraph to describe the Trust's other basis of accounting.

Eide Bailly LLP

Reno, Nevada
April 16, 2019

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J.T. Thorpe Settlement Trust
Statements of Net Claimants' Equity
December 31, 2018 and 2017

	2018	2017
Assets		
Cash, cash equivalents and investments		
Available-for-sale		
Restricted	$ 5,000,000	$ 5,000,000
Unrestricted	119,447,076	140,541,443
Total cash, cash equivalents and investments	124,447,076	145,541,443
Accrued interest and dividend receivables	894,560	923,207
Prepaid federal income tax	689,854	206,192
Total assets	126,031,490	146,670,842
Liabilities		
Accrued expenses	104,600	163,353
Claim processing deposits	274,500	290,500
Unpaid claims		
Outstanding offers	896,710	1,495,154
Pre-petition liquidated claims	33,742	78,655
Deferred tax liability	4,532,000	8,923,000
Facility and staff sharing agreement	432,000	432,000
Total liabilities	6,273,552	11,382,662
Net Claimants' Equity	$ 119,757,938	$ 135,288,180

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J.T. Thorpe Settlement Trust
Statements of Changes in Net Claimants' Equity
Years Ended December 31, 2018 and 2017

	2018	2017
Net claimants' equity, beginning of year	$ 135,288,180	$ 133,240,536
Additions to net claimants' equity		
Additional funding	-	82,897
Investment income, net of investment expenses of $557,051 and $573,176, respectively	2,476,585	2,503,769
Decrease for income taxes, deferred	4,391,000	-
Claims processing deposits retained	30,500	11,000
Net decrease in facility sharing	-	24,000
Net decrease in outstanding claim offers	664,890	-
Net realized and unrealized gains on available-for-sale securities	-	10,369,281
Total additions	7,562,975	12,990,947
Deductions from net claimants' equity		
Operating expenses	1,426,657	1,246,453
Provision for income taxes, current	2,866,338	370,433
Provision for income taxes, deferred	-	3,068,000
Net increase in facility sharing	-	-
Claims settled	14,913,814	6,077,766
Net increase in outstanding claim offers	-	180,651
Net realized and unrealized losses on available-for-sale securities	3,886,408	-
Total deductions	23,093,217	10,943,303
Net claimants' equity, end of year	$ 119,757,938	$ 135,288,180

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J.T. Thorpe Settlement Trust
Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	2018	2017
Cash Inflows		
Additional funding	$ -	$ 82,897
Investment income receipts	2,535,732	3,079,907
Increase in claim processing deposits	-	37,000
Net realized gains on available-for-sale securities	7,914,064	1,045,645
Return of funds	21,532	-
Total cash inflows	10,471,328	4,245,449
Cash Outflows		
Claim payments made	14,913,814	6,077,766
Decrease in claim processing deposits	16,000	-
Disbursements for Trust operating expenses	1,485,410	1,813,436
Disbursements for Trust income taxes	3,350,000	250,000
Total cash outflows	19,765,224	8,141,202
Net Cash Outflows	(9,293,896)	(3,895,753)
Non-Cash Changes		
Net unrealized gains on available-for-sale securities	(11,800,471)	9,323,636
Net Change in Cash, Cash Equivalents and Investments Available for Sale	(21,094,367)	5,427,883
Cash, Cash Equivalents and Investments Available for Sale, Beginning of Year	145,541,443	140,113,560
Cash, Cash Equivalents and Investments Available for Sale, End of Year	$ 124,447,076	$ 145,541,443

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Note 1 - Summary of Accounting Policies

Description of Trust

The J.T. Thorpe Settlement Trust (the Trust), organized pursuant to the laws of the state of Nevada with its office in Reno, Nevada, was established pursuant to the J. T. Thorpe, Inc. (J. T. Thorpe), Dissolved J. T. Thorpe, Inc. (Dissolved Thorpe), Thorpe Technologies, Inc., and Thorpe Holding Company, Inc., (collectively the Debtors), First Amended Joint Plan of Reorganization (the Plan), dated August 5, 2005. The Trust was formed to assume the Debtors' liabilities resulting from pending and potential litigation involving individuals exposed to asbestos who have manifested asbestos-related diseases or conditions for which the Debtors are legally responsible; liquidate, resolve, pay and satisfy all valid asbestos-related claims in accordance with the Plan; preserve, hold, manage and maximize the Trust assets for use in paying and satisfying allowed asbestos-related claims; prosecute, settle and manage the disposition of the asbestos in-place insurance coverage; and prosecute, settle and manage asbestos insurance coverage actions. Upon approval of the Plan, the Trust assumed liability for existing and future asbestos health claims against the Debtors. The Trust was created effective June 29, 2006.

The Trust was initially funded with insurance settlement proceeds, Dissolved Thorpe securities, cash and a note receivable. Since the Trust's creation, the note receivable has been collected. The Trust's funding is dedicated solely to the settlement of asbestos health claims and the related costs thereto, as defined in the Plan.

The Trust processes and pays all asbestos-related claims in accordance with the J. T. Thorpe Settlement Trust Agreement, as amended and restated, the Case Valuation Matrix, as amended and restated, (Matrix) and Trust Distribution Procedures, as amended and restated, (TDP) (collectively, the Trust Documents).

Special-Purpose Accounting Methods

The Trust's financial statements are prepared using special-purpose accounting methods that differ from accounting principles generally accepted in the United States. The special-purpose accounting methods were adopted in order to present the amount of equity available for payment of current and future claims. These special-purpose accounting methods are as follows:

- The financial statements are prepared using the accrual basis of accounting, as modified below.
- The funding received from J. T. Thorpe, Dissolved Thorpe, Thorpe Technologies, Inc., Thorpe Holding Company, Inc. and their insurers is recorded directly to net claimants' equity. These funds do not represent income of the Trust. Offers for asbestos health claims are reported as deductions from net claimants' equity and do not represent expenses of the Trust.
- Costs of non-income producing assets, which will be exhausted during the life of the Trust and are not available for satisfying claims, are expensed when incurred. These costs include acquisition costs of computer hardware, software and software development.
- Future fixed liabilities and contractual obligations entered into by the Trust are recorded directly against net claimants' equity. Accordingly, the future minimum commitments outstanding at period end for non-cancelable obligations have been recorded as deductions from net claimants' equity.
- The liability for unpaid claims reflected in the statement of net claimants' equity represents settled but unpaid claims and outstanding offers. A claims liability is recorded once an offer is made to the claimant at the amount equal to the expected pro rata payment. No liability is recorded for future claim filings and filed claims on which no offer has been made. Net claimants' equity represents funding available to pay present and future claims on which no fixed liability has been recorded.

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- Available-for-sale securities are recorded at fair value. All interest and dividend income on available-for-sale securities is included in investment income on the statement of changes in net claimants' equity. Net realized and unrealized gains and losses on available-for-sale securities are recorded as a separate component on the statement of changes in net claimants' equity. The fair value hierarchy of investments is reported.
- Realized gains and losses on available-for-sale securities are recorded based on the security's amortized cost. At the time a security is sold, all previously recorded unrealized gains and losses are reversed and recorded net, as a component of net realized and unrealized gains/losses in the accompanying statement of changes in net claimants' equity.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposit accounts and cash invested in money market funds. Cash and cash equivalents are combined with investments available for sale in the statement of cash flows in conjunction with the Trust's special purpose accounting method and in accordance with the measurement focus of the trust to present changes in the amount of assets available for payment of current and future claims.

Fair Value Measurements

Fair value measurements are determined through the use of an independent, nationally recognized pricing service. For securities that have quoted prices in active markets, market quotations are provided. For securities that do not trade on a daily basis, the pricing service provides fair value estimates using a variety of inputs including, but not limited to, benchmark yields, reported trades, broker/dealer quotes, issuer spreads, bids, offers, reference data, prepayment spreads and measures of volatility. The Trust reviews on an ongoing basis the reasonableness of the methodologies used by the pricing service, as well as determines the aggregate portfolio price performance and reviews it against applicable indices.

Deposits

Claims processing deposits represent filing fees collected for each unliquidated claim, which fees are refunded by the Trust if the claim is paid.

Use of Estimates

The preparation of financial statements in conformity with the special-purpose accounting methods described above requires the Trust to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of additions and deductions to net claimants' equity during the reporting period. Actual results could differ from those estimates.

Reclassification

Investment expenses previously reported as operating expenses have been reclassified in the accompanying financial statements to present investment income net of investment expenses and maintain consistency between periods presented. The reclassification had no impact on net claimants' equity or changes in net claimants' equity.

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Concentration of Risk

Financial instruments that potentially subject the Trust to concentrations of risk consist of cash, cash equivalents and investments. Cash equivalents consist of money market funds. Cash equivalents and demand deposits are in excess of Federal Deposit Insurance Corporation limits.

The Trust utilizes risk controls to meet investment objectives authorized by its Trustees. Such risk controls include the use of outside investment advisors meeting predetermined criteria, and third-party quantitative and qualitative risk measurement evaluation tools. The Trust believes its risk control practices are appropriate to meet investment objectives.

Investment securities, in general, are exposed to various risks, such as interest rates, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the financial statements.

Income Taxes

The Trust's policy is to recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of December 31, 2018, the Trust did not have any accrued interest or penalties associated with any unrecognized tax benefits, nor did it incur any interest and penalties expense with any unrecognized tax benefits for the year then ended. The Trust is unaware of information concerning any tax positions for which a material change in the unrecognized tax benefit or liability is reasonably possible within the next twelve months. The Trust files income tax returns in the United States. Although the Trust owes no tax to the State of California, it files an annual tax return in California reporting no taxable income or tax owed. The Trust is no longer subject to United States federal tax examinations for years before 2015 and state examinations for years before 2014.

Note 2 - Cash, Cash Equivalents and Investments

The Trust has classified its investments as available-for-sale, and recorded the securities at estimated fair value, as follows:

	December 31, 2018	
	Cost	Fair Value
Restricted		
Cash equivalents	$ 5,357	$ 5,357
U.S. Government obligations	1,718,946	1,716,259
Municipal bonds	194,696	189,282
Asset-backed debt	273,824	272,056
Corporate debt	2,854,943	2,817,046
Total restricted	5,047,766	5,000,000

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	December 31, 2018	
Unrestricted	Cost	Fair Value
Cash demand deposits	330,258	330,257
Cash equivalents	4,821,026	4,814,160
Equity securities	22,465,924	34,901,208
U.S. Government obligations	15,971,443	16,030,199
Municipal bonds	54,081,812	54,165,673
Asset-backed debt	627,586	629,812
Corporate debt	8,705,119	8,575,767
Total unrestricted	107,003,168	119,447,076
Total Funds	$ 112,050,934	$ 124,447,076

	December 31, 2017	
	Cost	Fair Value
Restricted		
Cash equivalents	$ 114,722	$ 114,722
U.S. Government obligations	1,389,492	1,387,830
Municipal bonds	157,424	150,613
Asset-backed debt	239,895	238,912
Corporate debt	3,121,430	3,107,923
Total restricted	5,022,963	5,000,000
Unrestricted		
Cash demand deposits	307,038	307,038
Cash equivalents	8,908,496	8,908,496
Equity securities	28,516,386	51,918,052
U.S. Government obligations	9,749,395	9,749,333
Municipal bonds	56,767,429	57,600,140
Asset-backed debt	591,640	597,390
Corporate debt	11,466,968	11,460,994
Total unrestricted	116,307,352	140,541,443
Total Funds	$ 121,330,315	$ 145,541,443

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The Trust accounts for investments according to a fair value hierarchy that distinguishes between assumptions based on market data (observable inputs) and the Trust's assumptions (unobservable inputs). The hierarchy consists of three broad levels as follows:

Level 1 Quoted market prices in active markets for identical assets or liabilities.

Level 2 Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; or valuations based on models where significant inputs are observable or can be corroborated by observable market data.

Level 3 Valuations based on models where significant inputs are not observable, and for which the determination of fair value requires significant management judgment or estimation. The Trust does not hold any Level 3 investments as of December 31, 2018 and 2017.

Assets measured at fair value on a recurring basis, including financial instruments for which the Trust accounts, were as follows at:

	December 31, 2018		
	Level 1	Level 2	Total
Assets			
Cash demand deposits	$ 330,258	$ -	$ 330,258
Cash equivalents	4,819,518	-	4,819,518
Equity securities	34,901,208	-	34,901,208
U.S. Government obligations	14,948,843	2,797,614	17,746,457
Municipal bonds	-	54,354,955	54,354,955
Asset-backed debt	-	901,868	901,868
Corporate debt and other	11,392,812	-	11,392,812
	$ 66,392,639	$ 58,054,437	$ 124,447,076

	December 31, 2017		
	Level 1	Level 2	Total
Assets			
Cash demand deposits	$ 307,038	$ -	$ 307,038
Cash equivalents	9,023,218	-	9,023,218
Equity securities	51,918,052	-	51,918,052
U.S. Government obligations	6,497,356	4,639,807	11,137,163
Municipal bonds	-	57,750,753	57,750,753
Asset-backed debt	-	836,302	836,302
Corporate debt and other	14,568,917	-	14,568,917
	$ 82,314,581	$ 63,226,862	$ 145,541,443

The Trust experiences transfers in and out of levels within the fair value hierarchy primarily due to the market activity of the underlying security. The Trust's policy is to recognize transfers in and out at the actual date the event or change in circumstance caused the transfer. During December 31, 2018 and December 31, 2017, no securities were transferred between Level 1 and Level 2.

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The maturities of the Trust's available-for-sale securities at market value (excluding cash equivalents) are as follows as of December 31, 2018:

	Less than 1 Year	After 1 Year Through 5 Years	After 5 Year Through 10 Years	After 10 Years
U.S. Government obligations	$ 13,298,308	$ 3,510,399	$ 245,147	$ 692,602
Municipal bonds	3,126,924	47,848,749	876,182	2,503,100
Asset-backed debt	91,363	714,431	45,841	50,234
Corporate debt	1,840,645	8,333,213	122,789	1,096,165
	$ 18,357,240	$ 60,406,792	$ 1,289,959	$ 4,342,101

Note 3 - Fixed Assets

The cost of non-income producing assets that will be exhausted during the life of the Trust and are not available for satisfying claims are expensed as incurred. Since inception, the cost of fixed assets expensed, net of disposals, includes:

Acquisition of computer hardware and software	$ 115,606

These items have not been recorded as assets, but rather as operating expenses and direct deductions from net claimants' equity in the accompanying financial statements. The cost of fixed assets that were expensed during the years ended December 31, 2018 and 2017 were $2,952 and $0, respectively.

Total depreciation expense related to asset acquisition using accounting principles generally accepted in the United States would have been approximately $8,700 and $8,500 for the years ended December 31, 2018 and 2017, respectively.

Note 4 - Claim Liabilities

The Trust distinguishes between claims that were resolved prior to the establishment of the Trust (Pre-Confirmation Liquidated Claims) and claims received and processed using the Trust Procedures after the creation of the Trust (Trust Claims).

The cases underlying the Pre-Confirmation Liquidated Claims were stayed by the court until the Plan was approved. The Trust approved procedures and immediately arranged to pay, subject to receiving a claimant release, the approved Payment Percentage of the liquidated value of each Pre-Confirmation Liquidated Claim.

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For trust claims, a liability for unpaid claims is recorded at the time the offer is extended to the firm of record or claimant. Funds are mailed after the approved release is signed, received, and approved by the Trust. Unpaid claims liabilities remain on the Trust's books until the offer is accepted, rejected, withdrawn or expires after six months. Offers may be extended an additional six months upon written request and good cause. The expiration policy was suspended until completion of the claim system development, but was put back in place on September 28, 2017. As of the years ended December 31, 2018 and 2017, there were no expired offers.

All claimants are entitled to the full liquidated value of their claim. Under the TDP, claimants receive an initial pro rata payment equal to the approved Payment Percentage of the claim's liquidated value. The remaining obligation for the unpaid portion of the liquidated amount is not recorded and is not a liability of the Trust, unless the Payment Percentage is increased. In that instance, the Trust is currently obligated to retroactively pay the increased percentage to all previously paid claimants (see Note 6).

In the interest of treating all claimants equitably in accordance with the Plan, the Trustees have recommended that all payments made during each calendar year ended December 31, 2008 through December 31, 2018 include a cost of Living Adjustment for inflation based on the Federal Bureau of Labor Statistics' *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W). Claims liabilities at year end are adjusted for any approved Inflation Adjustment. Inflation Adjustments are cumulative. Cumulative Inflation Adjustments of 24.24% and 22.04% are included in outstanding claims liabilities as of December 31, 2018 and 2017, respectively.

The Trust processed and approved approximately $2,885,000 and $6,257,000 of Trust Claims during the years ended December 31, 2018 and 2017, respectively.

Note 5 - Facility and Staff Sharing Agreement

The Trust has entered into a facilities and staff sharing agreement with the Western Asbestos Settlement Trust, (the Western Trust). The two Trusts are related through common trustees. Under the agreement, and in exchange for advance monthly payments, the Western Trust provides use of its facilities and services relating to administration and claims processing. The monthly payment in 2018 was $36,000. The monthly payment in 2017 was $38,000 Agreement provisions allow for automatic renewals for additional one-year periods unless either party provides written notice. The amounts of advance monthly payments are agreed upon between the Trusts from time to time. The equitable amount agreed upon is based on the required written calendar year reconciliation of annual services that is performed by the Western Trust. Any excess of costs over payments or payments over cost is required to be repaid by the benefited party with interest. The reconciliation for 2018 and 2017 were performed and recorded in the current period. The reconciliation performed for the years ended December 31, 2018 and 2017 resulted in a reimbursement from the Western Trust of approximately $20,000 and $27,000, respectively. The monthly payment for 2019 will remain at $36,000. The future payments under this agreement have been recorded as a liability on the accompanying statement of net claimants' equity.

Note 6 - Net Claimants' Equity

The Trust was created pursuant to the Plan approved by the United States Bankruptcy Court for the Central District of California, Los Angeles Division. The TDP was adopted pursuant to the Plan and concurrently with the Trust Agreement. It is designed to provide fair and equitable treatment for all Trust claims that may presently exist or may arise in the future. The TDP prescribes certain procedures for distributing the Trust's limited assets, including pro rata payments and initial determination of claim value based on compensable diseases, and individual factual information concerning each claimant as set forth in the Trust Documents.

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Under the TDP, the Trust forecasts its anticipated annual sources and uses of cash until the last projected future claim has been paid. A pro rata Payment Percentage is calculated such that the Trust will have no remaining assets or liabilities after the last future claimant receives his/her pro rata share.

Based on research and testimony presented during the bankruptcy, the Court approved an initial Payment Percentage to claimants to be applied to the liquidated value of then current and estimated future claims. The TDP provided that the committee and the Futures Representative may agree on a different Initial Payment Percentage prior to the Effective Date if another party became a Settling Asbestos Insurance Company. Pursuant to an agreement between the Committee and the Futures Representative dated June 29, 2006, the Initial Payment Percentage to be used was 50% of the total liquidated value. The TDP gives the Trustees, with the consent of the Trust Advisory Committee ("TAC") and the Futures Representative, the power to periodically update its estimate of the Payment Percentage based on updated assumptions regarding its future assets and liabilities and, if appropriate, propose additional changes in the Payment Percentage. In December 2008, the Payment Percentage was temporarily decreased from 50% to 40%. The decrease had no impact on previously paid claims. In November 2010, after evaluating assumptions regarding the Trust's future assets and liabilities, the Trustees approved an adjustment in the Payment Percentage from 40% to 45%. In May 2018, after evaluating assumptions regarding the Trust's future assets and liabilities, the Trustees approved an adjustment in the Payment Percentage from 45% to 50%. The adjustment was retroactive for all claims previously paid at the 45% Payment Percentage. These changes were made with the consent of the TAC and Futures Representative.

Note 7 - Restricted Cash, Cash Equivalents and Investments

To avoid the high costs of director and officer liability insurance, and pursuant to the Trust Agreement, the Trust has established a segregated security fund of $5,000,000. These funds are devoted exclusively to securing the obligations of the Trust to indemnify the former and current Trustees, employees, agents and representatives of the Trust. The funds are held in a separate Trust bank account; and interest income accrues to the benefit of the Trust.

As of December 31, 2018 and 2017, cash, cash equivalents and investments of $5,000,000 were restricted for this purpose.

In addition, the Trust purchased a $5,000,000 Directors and Officers/Errors and Omissions policy in 2018.

Note 8 - Income Taxes

For federal income tax purposes, the Trust is taxed as a Qualified Settlement Fund (QSF). Income and expenses associated with the Trust are taxed in accordance with Section 468B of the Internal Revenue Code. The statutory income tax rate for the Trust is 37.0% and 39.6% for the years ended December 31, 2018 and 2017, respectively.

The Trust records deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the book and tax basis of assets and liabilities.

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The provision (benefit) for income taxes consists of the following for the years ended December 31, 2018 and 2017:

	2018	2017
Income tax – current expense	$ 2,866,338	$ 370,433
Deferred income tax expense (benefit)	(4,391,000)	3,068,000
	$ (1,524,662)	$ 3,438,433

The components of the deferred income tax asset (liability), as presented in the statements of net claimants' equity consisted of the following at December 31:

	2018	2017
Deferred tax asset (liability)		
Unrealized appreciation	$ (4,589,000)	$ (8,955,000)
Depreciation and amortization	29,000	32,000
Prepaid insurance	28,000	-
	$ (4,532,000)	$ (8,923,000)

On December 22, 2017, the United States enacted tax reform legislation commonly known as H.R.1, referred to as the "Tax Cuts and Jobs Act" (the "Act"), resulting in significant changes to U.S. tax law. The Trust has completed the accounting for the tax effects of the Act for the years ended December 31, 2018 and 2017. Among other provisions, the Act temporarily reduces the tax rate from 39.6% to 37% until 2026.

Note 9 - Subsequent Events

The Trust evaluated subsequent events through April 16, 2019, the date the financial statements were available to be issued.

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Supplementary Information
December 31, 2018 and 2017

J.T. Thorpe Settlement Trust

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J.T. Thorpe Settlement Trust
Schedule of Operating Expenses
Years Ended December 31, 2018 and 2017

	2018	2017
Accounting	$ 35,332	$ 41,120
Claims processing	131,930	116,226
Futures representative	182,350	160,555
Information technology support	23,870	21,902
Insurance	84,114	8,771
Legal fees	282,031	211,993
Site list research	2,370	630
Travel and meals	2,290	2,795
Trust advisory committee	36,239	33,126
Trust facility and staff sharing expense	412,041	428,839
Trustee fees	184,993	163,094
Trustees professional	49,097	57,402
	$ 1,426,657	$ 1,246,453

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Exhibit B

EXHIBIT "B"

J.T. Thorpe Settlement Trust
Claim Report
As of December 31, 2018

This report is submitted pursuant to Section 2.2 (c)(ii) of the Eleventh Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement, which requires the Trust to file with the Bankruptcy Court a summary of the number and type of claims disposed of during the period covered by the financial statements ("Accounting Period"). This report summarizes the Trust's processing of claims liquidated under supervision of the Bankruptcy Court ("Pre-Confirmation Liquidated Claims") and claims received since June 29, 2006, the Effective Date of the Trust ("Trust Claims").

Pre-Confirmation Liquidated Claims

In 2006, the Trust implemented a procedure to pay the Pre-Confirmation Liquidated Claims ("PCLP Claims") in accordance with the Plan, the Trust Distribution Procedures, the Confirmation Order, the January 27, 2006, Order Liquidating Asbestos Related Claims, and the Agreement Regarding Initial Payment Percentage entered into on June 29, 2006, by the Trust Advisory Committee and the Futures Representative. The Agreement Regarding Initial Payment Percentage provided that the Initial Payment Percentage was to be 50% of the total liquidated claim value. This remained in effect until December 1, 2008, when the Trustees, with the agreement of the Futures Representative and the TAC, adjusted the Payment Percentage to 40%. The Payment Percentage was reviewed and adjusted to 45% on November 18, 2010. The Payment Percentage was reviewed and adjusted to 50% on May 16, 2018.

Four PCLP Claims were paid and two PCLP claims were withdrawn during the Accounting Period. Two additional PCLP claims were withdrawn in 2019. The Trust has not yet received proper release documents for thirteen (13) remaining unpaid PCLP Claims in the total amount of $30,576. That amount is based upon the current Payment Percentage of 50% of the total liquidated value, and includes the cumulative inflation adjustment of 24.24% utilized for claims payments made in 2019 and is based upon the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers ("CPI-W").

As of April 1, 2019, the total amount paid for PCLP Claims was $34,215,774.

Trust Claims

Claims received and disposed of from January 1, 2018, through December 31, 2018, in accordance with the Third Amendment to and Complete Restatement of J.T. Thorpe Case Valuation Matrix ("Matrix") and the J.T. Thorpe, Inc., a California corporation/J.T. Thorpe, Inc., a dissolved California corporation/Thorpe Holding Company, Inc., a California corporation/Thorpe Technologies, Inc., a California

corporation Asbestos Personal Injury Settlement Third Amendment to and Complete Restatement of Trust Distribution Procedures ("TDP") are as set forth below.

The value of each compensable disease is determined by the Matrix and TDP. Claim compensation is adjusted for individual claimants based upon tort related individual characteristics, including, but not limited to: age, marital status, dependents, medical specials, economic loss, exposure location, and whether living at the time of commencement of litigation or filing the claim with the Trust. Each valid claim is awarded a total liquidated value. As of December 31, 2018, Trust Claims were paid at the approved Payment Percentage of 50%. Payments made on Trust Claims in 2018 included an additional 22.04% to account for cumulative inflation based upon the CPI-W.

During the Accounting Period, 685 claims were received. A total of 129 claims were paid. In addition, offers were issued to 109 claimants.

Below is a summary of the number and type of claims disposed of (paid) in 2018.

Compensable Disease	Number of Claims
Grade II Non-Malignant	22
Grade I Non-Malignant	23
Grade I Non-Malignant Enhanced Asbestosis	14
Grade I Non-Malignant Serious Asbestosis	10
Other Cancer	7
Other Organ Cancer	3
Lung Cancer	25
Mesothelioma	25
Totals	**129**

As of April 1, 2019, the total amount paid for Trust Claims was $123,043,901.

Exhibit C

TWELFTH AMENDMENT TO AND COMPLETE RESTATEMENT OF J.T. THORPE SETTLEMENT TRUST AGREEMENT

This Twelfth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement (this "**Trust Agreement**"), originally dated June 29, 2006, and revised July 10, 2006, as amended September 20, 2006, February 22, 2007, September 20, 2007, April 21, 2010, November 18, 2010, April 21, 2011, November 18, 2011, November 20, 2014, April 19, 2018, September 13, 2018, and November 15, 2018 is among J.T. Thorpe, Inc., a California corporation ("**Thorpe**"), J.T. Thorpe, Inc., a dissolved California corporation ("**Dissolved Thorpe**"), Thorpe Technologies, Inc., a California corporation ("**Technologies**"), Thorpe Holding Company, Inc., a California corporation ("**Holdings**"), which, collectively, are the debtors and debtors-in-possession in the Reorganization Cases (collectively, the "**Debtors**"), the Futures Representative, the trustees identified herein and appointed by order of court pursuant to the First Amended Joint Plan of Reorganization, dated August 5, 2005, as amended, modified or supplemented from time to time (the "**Plan**"). This Twelfth Amendment to and Complete Restatement of the J.T. Thorpe Settlement Trust Agreement amends and completely restates the J.T. Thorpe Settlement Trust Agreement executed June 29, 2006 (the "Effective Date"). All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Glossary of Terms for the Plan Documents, attached as Exhibit 1 to the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or defined in the Glossary, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code and Rules, and such definitions are incorporated herein by reference.

WHEREAS, at the time of the entry of the order for relief in the Reorganization Cases, each of the Debtors was named as a defendant in personal injury and wrongful death actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing products; and

WHEREAS, the Debtors have reorganized under the provisions of Chapter 11 of the Bankruptcy Code in a case pending in the United States Bankruptcy Court for the Central District of California, styled as *In re J.T. Thorpe, Inc, a California corporation, J.T. Thorpe. Inc., a dissolved California corporation, Thorpe Technologies, Inc., a California corporation, and Thorpe Holding Company, Inc., a California corporation,* Chapter 11 Case Nos. LA 02-14216BB, 04-35876BB, 04-35847BB and 04-35877BB (jointly administered under Case No. LA 02-14216BB); and

WHEREAS, the Plan, filed by the Debtors, the Futures Representative and the Committee, as Plan Proponents, has been confirmed (and issued or affirmed) by the applicable Bankruptcy Court; and

WHEREAS, the Plan Documents provide, *inter alia*, for the creation of the J.T. Thorpe Settlement Trust; and

WHEREAS, pursuant to the Plan, the Trust is to use the Trust Assets to pay the Asbestos Related Claims not otherwise enjoined; and

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WHEREAS, pursuant to the Plan, the Trust is intended to qualify as a "qualified settlement fund" within the meaning of section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under section 468B of the IRC; and

WHEREAS, it is the intent of the Debtors, the Trustee, the TAC, the Futures Representative and the other parties that the Trust be administered, maintained, and operated at all times as a qualified settlement fund through mechanisms that provide reasonable assurance that the Trust will value, and be in a financial position to pay, all Asbestos Related Claims and Demands that involve similar claims in substantially the same manner, in strict compliance with the terms of this Trust Agreement; and

WHEREAS, the Plan provides, among other things, for the complete treatment of all liabilities and obligations of the Debtors with respect to Asbestos Related Claims; and

WHEREAS, the Bankruptcy Court has determined that the Trust and the Plan satisfy all the prerequisites for the Injunctions, including the injunctions pursuant to section 524(g) of the Bankruptcy Code, and such Injunctions have been entered in connection with the Confirmation Order.

WHEREAS, Section 2.4 has been made part of this Trust Agreement pursuant to a certain letter agreement dated June 29, 2006, among the Debtors, the Trustees, the Futures Representative, and the TAC.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

1.1 Creation and Name. The Debtors hereby create a trust known as the "J.T. Thorpe Settlement Trust," which is the Trust provided for and referred to in the Plan.

1.2 Purpose. The purpose of the Trust is to assume the liabilities of each Debtor, and each of its respective successors in interest and their Affiliates, arising from or relating to Asbestos Related Claims and to use the Trust's assets and income to pay holders of Allowed Asbestos Related Claims in accordance with the Trust Agreement and in such a way that all holders of similar Allowed Asbestos Related Claims are treated in a substantially equivalent manner and to otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B)(i) of the Bankruptcy Code.

1.3 Transfer of Assets. Pursuant to the Plan Documents, the Debtors have transferred and assigned the Trust Assets to the Trust, free and clear of any liens or other interests of the Debtors or any creditor, shareholder or other entity. The Debtors shall execute and deliver such documents as the Trustee reasonably requests to transfer and assign any such Trust Assets.

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1.4 Acceptance of Assets and Assumption of Liabilities.

(a) In furtherance of the purposes of the Trust, the Trustees, on behalf of the Trust, hereby expressly accept the transfer and assignment to the Trust of the Trust Assets in the time and manner as contemplated in the Plan Documents.

(b) In furtherance of the purposes of the Trust, the Trustees, on behalf of the Trust, hereby expressly assume all liability for all Asbestos Related Claims not enjoined. Except as otherwise provided in the TDP, the Trust shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Asbestos Related Claims that the Debtors or any of the reorganized Thorpe, Dissolved Thorpe, Technologies or Holdings have or would have had under applicable law.

(c) In furtherance of the purpose of the Trust, commencing on the Effective Date, the Trustees, on behalf of the Trust, hereby agree to pay, as Trust Expenses, all remaining obligations of any of the Debtors to their present and former attorneys and consultants, Zevnick Horton LLP ("ZII"), Morgan, Lewis & Bockius LLP ("ML&B"), Rutter, Hobbs & Davidoff LLP ("RH&D") and Global Risk Strategies LLC ("G-Risk"), related to or arising from the Coverage Litigation, whether such obligations shall be then due or thereafter due, owing and payable, as more specifically set forth in the engagement letter between Thorpe and ZH dated November 12, 2002 and the engagement letter between Thorpe and G-Risk dated November 12, 2002, copies of which engagement letters are attached as Exhibit A and Exhibit B. respectively, of that certain "Notice Of Motion And Motion For: Order Approving Employment Of: (I) Zevnik Horton LLP As Special Insurance Counsel; (II) Rutter Hobbs & Davidoff Incorporated As Co-Counsel; And (110 Global Risk As Insurance Consultant; And For Reconsideration Of Order Authorizing Use Of Insurance Recovery Proceeds For General Administrative And Litigation Expenses."

(d) In furtherance of the purposes of the Trust, the Trustees, on behalf of the Trust, hereby indemnify the Debtors, and each of their respective successors in interest and Affiliates from any expenses, costs and fees (including attorneys' fees and costs, but excluding any such expenses, costs and fees incurred prior to the Effective Date), judgments, settlements or other liabilities arising from or incurred in connection with, any action related to an Asbestos Related Claim not enjoined, including, but not limited to, indemnification or contribution for Asbestos Related Claims prosecuted against any of the Debtors.

(e) Nothing in this Trust Agreement shall be construed in any way to limit the scope, enforceability or effectiveness of the Injunctions issued and affirmed in connection with the Plan or the Trust's assumption of all liability with respect to Asbestos Related Claims.

ARTICLE 2

POWERS AND TRUST ADMINISTRATION.

2.1 Powers.

(a) The Trustees are and shall act as fiduciaries to the Trust in accordance with the provisions of this Trust Agreement and the Plan. The Trustees shall, at all times, administer the Trust and the Trust Assets in accordance with Section 1.2 of this Trust Agreement. Subject to

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the limitations set forth in this Trust Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Nevada. Within the first thirty days after the formation of this Trust, the Trustees shall adopt internal control procedures covering, among other things, procedures for the following: receipt of payments and the handling of checks, wire transfers and claims processing fees; disbursement of funds, including disbursement of funds to vendors, agents and employees of the Trust, payment of business credit cards, and payment of expense report reimbursements; disbursements to claimants; accounting and account reconciliation; investments; and, retention of special documents ("Internal Control Procedures"). Within such thirty day period the Trustees shall submit the Internal Control Procedures to the TAC and the Futures Representative for their consent. If the consent of the Futures Representative and TAC is obtained, they shall be deemed the "Approved Internal Control Procedures." If the consent of the TAC and/or the Futures Representative is not obtained within thirty days after the Internal Control Procedures are submitted to the TAC and the Futures Representative, the matter shall be resolved as set forth in paragraph 5.7 and/or 6.8 of this Trust Agreement, and the Internal Control Procedures approved under those paragraphs shall be deemed the "Approved Internal Control Procedures." All actions of the Trustees and their designees shall comply with the Approved Internal Control Procedures. The non-managing Trustees, with the consent of the TAC and the Futures Representative, hereby delegate authority to the Managing Trustee to approve any changes to the Approved Internal Control Procedures, as necessary from time to time.

(b) Except as otherwise specified herein, the Trustees need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Subsection 2.1(a) above, and except as limited below, the Trustees shall have the power to:

(i) receive and hold the Trust Assets, and exercise all rights with respect to (including sale of) any or all such assets;

(ii) invest the monies held from time to time by the Trust;

(iii) sell, transfer or exchange any or all of the Trust Assets at such prices and upon such terms as he or she may consider proper, consistent with the other terms of this Trust Agreement;

(iv) exercise all rights granted under the Holdings Pledge Agreement with respect to the shares of common stock of Holdings pledged pursuant thereto, as and to the extent provided therein, and exercise all rights with respect to the Holdings Note, subject to any restrictions set forth therein;

(v) enter into leasing and financing agreements with third parties to the extent such agreements are reasonably necessary to permit the Trust to operate;

(vi) pay liabilities and expenses of the Trust, including, but not limited to, Trust Expenses;

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(vii) establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee to be useful in carrying out the purposes of the Trust;

(viii) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrative or other proceeding;

(ix) amend the Trust Bylaws in accordance with the terms thereof; a copy of which is annexed hereto as Annex A;

(x) establish, supervise and administer the Trust in accordance with the TDP and the Matrix and administer, amend, supplement or modify the TDP and the Matrix in accordance with the terms thereof a copy of which is annexed hereto as Annex B;

(xi) appoint such officers and hire such employees and engage such legal, financial, accounting, investment, auditing and forecasting and other consultants or alternative dispute resolution panelists and agents as the business of the Trust requires, and to delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of this Trust;

(xii) pay employees, legal, financial, accounting, investment, auditing and forecasting, and other consultants, advisors and agents reasonable compensation, including without limitation, compensation at rates approved by the Trustees for services rendered prior to the execution hereof;

(xiii) compensate the Trustees, the members of the TAC, the Futures Representative and their respective Agents and reimburse to them all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, including without limitation, costs and expenses incurred prior to the execution hereof,

(xiv) execute and deliver such instruments as the Trustees consider proper in administering the Trust;

(xv) enter into such other arrangements with third parties as are deemed by the Trustees to be useful in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement;

(xvi) in accordance with Section 4.6, indemnify (and purchase insurance indemnifying) the Trustees, the Futures Representative, the TAC, and each of the Debtors, and the respective Agents of the Trust, the Futures Representative, the TAC, and each of the Debtors to the fullest extent that a corporation or trust organized under the law of the Trust's sites is from time to time entitled to indemnify and/or insure such Agents;

(xvii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 1.1;

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(xviii) consult with the Debtors at such times and with respect to such issues relating to the conduct of the Trust as the Trustees consider desirable;

(xix) make, pursue (by litigation or otherwise), collect, compromise or settle, in its own name or the name of the applicable Debtor, any claim, right, action, or cause of action included in the Trust Assets, including without limitation, the Asbestos Insurance Action Recoveries and the Asbestos In-Place Insurance Coverage, before any court of competent jurisdiction; provided that settlement of any action before the Bankruptcy Court requires the approval of the Bankruptcy Court after notice to such Debtor,

(xx) with the prior consent of the Approving Entities, merge or contract with other claims resolution facilities that are not specifically created by this Trust Agreement or the TDP, provided that such merger or contract shall not (a) subject the Debtors or any successor in interest to any risk of having any Asbestos Related Claim asserted against any of them, or (b) otherwise jeopardize the validity or enforceability of the Injunctions; and

(xxi) with the prior consent of the Approving Entities, establish binding and non-binding arbitration procedures for the purposes set forth in Section 5.9 of the TDP.

(d) The Trustees shall not have the power to guarantee any debt of other Persons.

(e) The Trustees shall give the Approving Entities prompt notice of any act performed or taken pursuant to Subsection 2.1(c)(i),(iii), (vii), (viii), (ix), (x), (xvi), (xix), (xx), and Subsection 2.2(f).

2.2 General Administration.

(a) The Trustees shall act in accordance with the Trust Bylaws. To the extent not inconsistent with the terms of this Trust Agreement, the Trust Bylaws govern the affairs of the Trust. In the event of an inconsistency between the Trust Bylaws and this Trust Agreement, the Trust Agreement shall govern.

(b) The Trustees shall timely file such income tax and other returns and statements and comply with all withholding obligations as required under the applicable provisions of the IRC and of any state law and the regulations promulgated thereunder, including without limitation all requirements necessary to qualify and maintain qualification as a qualified settlement fund, and shall timely pay all taxes required to be paid.

(c) (i) The Trustees shall cause to be prepared and filed with the Bankruptcy Court, as soon as available, and in any event within 120 days following the end of each fiscal year, an annual report containing financial statements of the Trust (including, without limitation, a statement of the net claimants' equity of the Trust as of the end of such fiscal year and a statement of changes in net claimants' equity for such fiscal year) audited by a firm of independent certified public accountants selected by the Trustees and accompanied by an opinion of such firm as to the fairness of the financial statements' presentation of the equity presently available to current and future claimants and as to the conformity of the financial statements with

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the following special-purpose accounting methods which differ from accounting principles generally accepted in the United States:

1. The financial statements shall be prepared using the accrual method of accounting.

2. The funding received from J.T. Thorpe, Inc., a California corporation, J.T. Thorpe, Inc., a dissolved California corporation, Thorpe Technologies, Inc., a California corporation, Thorpe Holding Company, Inc., a California corporation and their insurers shall be recorded directly to net claimants' equity. These funds shall not represent income of the Trust. Settlement offers for asbestos health claims shall be reported as deductions in net claimants' equity and shall not represent expenses of the Trust.

3. Costs of non-income producing assets, which shall be exhausted during the life of the Trust and will not be available for satisfying claims, shall be expensed when incurred. These costs shall include acquisition costs of computer hardware, software, software development, office furniture, leasehold improvements, and other prepaid expenses such as rent and insurance.

4. Future fixed liabilities and contractual obligations entered into by the Trust shall be recorded directly against net claimants' equity. Accordingly, the future minimum rental commitments outstanding at period end for noncancelable operating leases, net of any sublease agreements, shall be recorded as deductions to net claimants' equity.

5. The liability for unpaid claims reflected in the statements of net claimants' equity shall represent settled but unpaid claims and outstanding settlement offers. A claims liability shall be recorded once a settlement offer is made to the claimant at the amount equal to the expected pro rata payment. No liability shall be recorded for future claim filings and filed claims on which no settlement offer has been made. Net claimants' equity represents funding available to pay present and future claims on which no fixed liability has been recorded.

6. Available-for-sale securities shall be recorded at market. All interest and dividend income on available-for-sale securities, net of investment expenses, shall be included in investment income on the statement of changes in net claimants' equity. Net realized and unrealized gains and losses on available-for-sale securities shall be recorded as a separate component on the statements of changes in net claimants' equity.

7. Realized gains/losses on available-for-sale securities shall be recorded based on the security's amortized cost. At the time a security is sold, all previously recorded unrealized gains/losses shall be reversed and recorded net, as a component of other unrealized gains/losses in the statement of changes in net claimants' equity.

The Trustees shall provide a copy of such report to the Approving Entities and each of the Debtors when such reports are filed with the Bankruptcy Court.

(ii) Simultaneously with delivery of each set of financial statements referred to in Subsection 2.2(c)(i) above, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims

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disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such report to the Approving Entities and the Debtors when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Subsection 2.2(c) shall be available for inspection by the public, other than materials filed under seal, in accordance with procedures established by the Bankruptcy Court and shall be filed with the Office of the United States Trustee with responsibility for the Central District of California. The Trustees shall file materials under seal which they determine should remain confidential, provided, however, such materials shall be available to the TAC and Futures Representative.

(d) The Trustees shall cause to be prepared, as soon as practicable prior to the commencement of each fiscal year, a budget and cash flow projections covering such fiscal year and the succeeding four fiscal years. The Trustees shall provide a copy of the budget and cash flow to the Approving Entities.

(e) The Trustees shall consult with the TAC and the Futures Representative (i) on the implementation and administration of the TDP and the Matrix, and (ii) on the implementation and administration of the Trust.

(f) The Trustees shall be required to obtain the consent of the Approving Entities in addition to those instances elsewhere enumerated, in order:

(i) to add to or change the schedule of Asbestos-Related Disease Categories or criteria, or to increase the Allowed Liquidated Values pursuant to the TDP; or

(ii) to merge or participate in the handling of bodily injury claims with any claims resolution facility that was not specifically created under this Trust Agreement or the TDP; or

(iii) to amend any provision of the Trust Agreement; Article I, Article II, Article Ill Section 4, or Article IV of the Trust Bylaws; or, where required by the TDP, the TDP; or

(iv) to terminate the Trust pursuant to Section 7.2 herein; or

(v) [intentionally left blank]; or

(vi) to settle the liability of any insurer under any insurance policy covering Asbestos Related Claims or Demands or to settle any Asbestos Insurance Action; or

(vii) to change the compensation of the Trustees, other than cost-of-living increases;

(viii) to change the Trust claim form used by the Trust to evaluate claims; or

(ix) to amend, supplement or modify the provisions of the Case Valuation Matrix.

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(g) Whenever the consent of the Approving Entities is required pursuant to Subsection 2.2(f) above, or elsewhere in this Trust Agreement, such consent shall be deemed given if the Approving Entities are signatories to a document or the minutes of the Trustees' meeting reflect such consent was given orally and said minutes are then subsequently approved by the Trustees.

(h) The Trustees, upon notice from either of the Approving Entities, shall at their next regular meeting or, if appropriate, at a specially called meeting, place on their agenda and consider issues requested by such Approving Entity.

2.3 Claims Administration. The Trustees shall promptly proceed to implement the TDP.

2.4 Western Asbestos Trust Transaction. In order to employ the resources of an organization whose capabilities are uniquely suited to the claims processing and administrative work of the Trust, and to realize cost savings through two similar trusts sharing overhead, the Debtors hereby direct the Trustees to enter into a transaction with the Western Asbestos Settlement Trust to permit the Trust's use of Western Asbestos Settlement Trust employees for administrative support and the processing of claims pursuant to the TDP. Notwithstanding anything to the contrary in this Trust Agreement, and in express acknowledgment that the Trustees also serve as trustees of the Western Asbestos Settlement Trust, the Trustees, the Futures Representative and the TAC are expressly relieved of any fiduciary obligation to act solely in the best interest of the beneficiaries of the Trust only with regard to such transaction with the Western Asbestos Settlement Trust. The Trustees may disregard this direction to so transact with the Western Asbestos Settlement Trust for administrative support and claims processing services if, due to a change of circumstances, the Trustees determine, with the consent of the Futures Representative and the TAC, it is no longer reasonable to do so.

ARTICLE 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Trustees may, from time to time, create such accounts and reserves within the Trust estate as they may deem necessary, prudent, or useful in order to provide for the payment of expenses and valid Asbestos Related Claims and may, with respect to any such account or reserve, restrict the use of monies therein.

3.2 Investments. Investment of monies held in the Trust shall be administered in the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs, subject to the following limitations and provisions:

(a) The Trust shall not acquire, directly or indirectly, equity in any Person (other than the Debtors or any successor to any of the Debtors, on the terms and conditions in the Plan) or business enterprise if, immediately following such acquisition, the Trust would hold more than five percent of the equity in such Person or business enterprise. The Trust shall not hold, directly or indirectly, more than ten percent of the equity in any Person (other than the Debtors, on the terms and conditions in the Plan) or business enterprise.

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(b) The Trust shall not acquire or hold any long-term debt securities unless (i) such securities are rated "Baa" or higher by Moody's, "BBB" or higher by S&P's or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (ii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof, or (iii) with respect to no more than ten percent (10%) of the total assets of the Trust, such securities are included in a diversified and managed portfolio or portfolios.

(c) The Trust shall not acquire or hold for longer than 90 days any commercial paper unless such commercial paper is rated "Prime-1" or higher by Moody's or "A-1" or higher by S&P's or has been given an equivalent rating by another nationally recognized statistical rating agency.

(d) Excluding any securities issued by the Debtors, the Trust shall not acquire or hold any common or preferred stock or convertible securities, REITS, MLPs and Royalty Trusts ("Stocks") unless such Stock is included in a diversified and managed portfolio or portfolios. The Trust shall not acquire, directly or indirectly, more than forty percent (40%) of the Trust's total assets in such Stock Portfolios, or hold, directly or indirectly, more than forty-five (45%) of the Trust's total assets in such Stock Portfolios.

(e) Except as provided in Section 3.2(d) above, the Trust shall not acquire any securities or other instruments issued by any person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof) if, following such acquisition, the aggregate market value of all securities and instruments issued by such Person held by the Trust would exceed five percent of the aggregate value of the Trust estate. The Trust shall not hold any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof and other than securities or other instruments of the Debtors or any successor to any of the Debtors) to the extent that the aggregate market value of all securities and instruments issued by such Person held by the Trust would exceed five percent of the aggregate value of the Trust Estate.

(f) The Trust shall not acquire or hold any certificates of deposit unless all publicly held, long-term debt securities, if any, of the financial institution issuing the certificate of deposit and the holding company, if any, of which such financial institution is a subsidiary, meet the standards set forth in Subsection 3.2(b).

(g) The Trust shall not acquire or hold any repurchase obligations unless, in the opinion of the Trustee, they are adequately collateralized.

(h) The Trust shall not acquire or hold any options.

3.3 Source of Payments. All Trust Expenses and all liabilities with respect to Asbestos Related Claims shall be payable solely by the Trust out of the Trust Assets, Asbestos Insurance Settlement Agreements, Asbestos Insurance Policies, and Asbestos Insurance Action Recoveries. Neither the Debtors, their subsidiaries, any successor in interest or the present or former stockholders, directors, officers, employees or agents of the Debtors, or their subsidiaries, nor the

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Trustee, the Approving Entities, or any of their officers, agents, advisors, or employees shall be liable for the payment of any Trust Expense or any other liability of the Trust.

ARTICLE 4

TRUSTEES

4.1 Number. There shall be three Trustees. The present Trustees are those persons named on the signature pages hereof. One Trustee shall be designated Managing Trustee by vote of the Trustees.

4.2 Term of Service.

(a) Each of the Trustees shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Subsection 4.2(c), (iii) his or her removal pursuant to Subsection 4.2(d), or (iv) the termination of the Trust pursuant to Section 7.2.

(b) Each Successor Trustee shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Subsection 4.2(c), (iii) his or her removal pursuant to Subsection 4.2(d), or (iv) the termination of the Trust pursuant to Section 7.2.

(c) Any Trustee may resign at any time by written notice to each of the remaining Trustees, the Futures Representative, and the TAC. Such notice shall specify a date when such resignation shall take effect, which shall not be fewer than 90 days after the date such notice is given, where practicable.

(d) Any Trustee may be removed in the event that such Trustee becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. "Good cause" shall be deemed to include, without limitation, any substantial failure to comply with Section 2.2, a consistent pattern of neglect and failure to perform or participate in performing the duties of the Trustees hereunder, or repeated non-attendance at scheduled meetings. Such removal shall require the unanimous decision of the other Trustees. Such removal shall take effect at such time as the other Trustees shall determine.

4.3 Appointment of Successor Trustee.

(a) In the event of a vacancy in the position of Trustee, the vacancy shall be filled by the unanimous vote of the remaining Trustees (subject to the consent of the Approving Entities). If such vacancy has not been filled within 90 days, the matter shall, on application of the remaining Trustees, be submitted promptly to the Bankruptcy Court for resolution. In the event that more than one vacancy shall exist, the vacancies shall be filled by the remaining Trustee (if one should exist), subject to the consent of the Approving Entities, or if such vacancies have not been filled within 90 days, by the Bankruptcy Court on application of any of such persons.

(b) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of his or her predecessor Trustee.

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4.4 Liability of Trustees, Officers and Employees. Neither the Trustees, the Futures Representative, the TAC (or any member of the TAC), nor any of their respective Agents, shall be liable to the Trust, to any person holding an Asbestos Related Claim, or to any other Person, except for such individual's or entity's own breach of trust committed in bad faith or willful misappropriation. Neither the Trustees, the Futures Representative, the TAC (or any member of the TAC), nor any of their respective Agents, shall be liable for any act or omission of any Agent of the Trust, the Futures Representative, the TAC (or any member of the TAC), unless the Trustees, the Futures Representative, the TAC (or any member of the TAC), respectively, acted with bad faith in the selection or retention of such Agent.

4.5 Compensation and Expenses of Trustees.

(a) The Trustees shall be compensated as follows: Each of the Trustees shall receive compensation from the Trust for his or her services as Trustee in the amount of $20,000 per annum; provided, however, that the Trustee serving as Managing Trustee shall be compensated as established from time to time by the other Trustees, the Futures Representative and the TAC. The per annum compensation payable to the Trustees hereunder shall be reviewed every three years and appropriately adjusted with the consent of the Approving Entities. Each of the non-managing Trustees shall be compensated at the rate of $500 per hour spent at an official meeting of the Trustees, an official trip of the Trustees, or dedicated to Trust Business; and the managing Trustee shall be compensated at the rate of $600 per hour spent at an official meeting of the Trustees, an official trip of the Trustees, or dedicated to Trust Business. The per annum compensation, paid quarterly in advance, and the hourly amounts of compensation payable to the Trustees hereunder shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published in January of each year, beginning as of January 1, 2015. The Structure and amounts of compensation will be reviewed when requested by the Trustees, the TAC and/or the Futures Representative, but no less than every three (3) years beginning in November, 2017.

(b) The Trust will promptly reimburse the Trustees for all reasonable out-of-pocket costs and expenses incurred by the Trustees in connection with the performance of their duties hereunder.

(c) The Trust will include a description of the amounts paid under this Section 4.5 in the report to be filed pursuant to Subsection 2.2(c)(i) of this Trust Agreement.

4.6 Indemnification of Trustee and Additional Indemnitees.

(a) The Trust shall indemnify and defend the Trustees, the Trust's officers, and employees to the fullest extent that a corporation or trust organized under the laws of the Trust's situs is from time to time entitled to indemnify and defend its directors, trustees, officers and employees against any and all liabilities, expenses, claims, damages or losses incurred by them in the performance of their duties hereunder. Notwithstanding the foregoing, the Trustees shall not be indemnified or defended in any way for any liability, expense, claim, damage or loss for which they are ultimately liable under Section 4.4.

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Additionally, the Committee, the Futures Representative, the TAC, the Debtors, and each of their respective Agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitrative action, by reason of any act or omission of such Committee, the Futures Representative, the TAC, the Debtors, and their respective Agents, with respect to (i) the Reorganization Case and any act or omission undertaken by them prior to the commencement thereof, (ii) the liquidation of any Asbestos Related Claims, (iii) the administration of the Trust and the implementation of the TDP, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of the Trust's situs is from time to time entitled to indemnify and defend its officers, directors, trustees and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Committee, the Futures Representative, the TAC, the Debtors, and their respective members, professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, if he or she acted in good faith and in a manner such Committee, the Futures Representative, the TAC, the Debtors, and their respective members, professionals, officers and directors reasonably believed to be in, or not opposed to, the best interests of the holders of Asbestos Related Claims whom the Committee, the Futures Representative, the TAC, the Debtors, and their respective members, professionals, officers, and directors represent.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of a Trustee, the Committee, the Futures Representative, the TAC, the Debtors, and their respective Agents in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by the Trust pursuant to Subsection 4.6(a), shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of such Trustee the Committee, the Futures Representative, the TAC, the Debtors and their respective Agents, to repay such amount in the event that it shall be determined ultimately by Final Order that such Trustee or the Committee, the Futures Representative, the TAC, the Debtors and their respective professionals, officers and directors is not entitled to be indemnified by the Trust.

(c) The Trustees shall have the power, generally or in specific cases, to cause the Trust to indemnify the Agents of the Trust to the same extent as provided in this Section 4.6 with respect to the Trustees.

(d) Any indemnification under Subsection 4.6(c) of this Trust Agreement shall be made by the Trust upon a determination by the Trustees that indemnification of such Person is proper in the circumstances.

(e) The Trustees may purchase and maintain reasonable amounts and types of insurance on behalf of an individual who is or was a Trustee, an Agent of the Trust, the Committee, the Futures Representative, the TAC, the Debtors, and their respective Agents against liability asserted against or incurred by such individual in that capacity or arising from his or her status as such.

(f) For avoidance of doubt, former Trustees, Trust officers and employees, members of the Committee, Futures Representatives, members of the TAC, and each of their

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respective Agents entitled to indemnification under this section continue to be so entitled to the same extent with respect to their conduct or status during their past tenure as Trustees, Trust officers and employees, members of the Committee, Futures Representatives, members of the TAC, or Agents.

4.7 Trustees' Lien. The Trustees, the Committee, the Futures Representative, the TAC, the Debtors, and their respective Agents shall have a first priority lien upon the Trust Assets to secure the payment of any amounts payable to them pursuant to Sections 4.5, 4.6, 4.7, 5.5, 6.5 or 6.6.

4.8 Trustees' Employment of Experts. The Trustees may, but shall not be required to, retain or consult with counsel, accountants, appraisers, auditors and forecasters, and other parties deemed by the Trustees to be qualified as experts on the matters submitted to them and the opinion of any such parties on any matters submitted to them by the Trustees shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustees hereunder in good faith and in accordance with the written opinion of any such party.

4.9 Trustees' Independence. No Trustee shall, during the term of his or her service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any of the Debtors. Notwithstanding the foregoing, the Trustees may serve as officers or directors of any of the Debtors. No Trustee shall act as an attorney for any person who holds an Asbestos Related Claim.

4.10 Bond. The Trustees shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

ARTICLE 5

THE FUTURES REPRESENTATIVE

5.1 Duties. The Futures Representative shall be Charles B. Renfrew. He shall serve in a fiduciary capacity, representing the interests of the Future Asbestos Claimants, for the purpose of protecting the rights of persons who might subsequently assert Demands. The Trustee must consult with the Futures Representative on matters identified in Subsection 2.2(e), must obtain the consent of the Futures Representative on matters identified in Subsection 2.2(f), and may consult with the Futures Representative on any matter affecting the Trust Where provided in this Trust Agreement, the TDP or the Matrix, certain actions of the Trustee are subject to the consent of the Futures Representative.

5.2 Term of Office.

(a) The Futures Representative shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Subsection 5.2(b), (iii) his or her removal or (iv) the termination of the Trust pursuant to Section 7.2.

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(b) The Futures Representative may resign at any time by written notice to the Trustee and the TAC. Such notice shall specify a date when such resignation shall take effect, which shall not be fewer than 90 days after the date such notice is given, where practicable.

(c) The Futures Representative may be removed in the event he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties hereunder, such as repeated non-attendance at scheduled meetings. Such removal shall be made by the decision of the Trustees and the consent of the TAC.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated by the Futures Representative. A vacancy for any other reason, or in the absence of a nomination by the Futures Representative, shall be filled with an individual selected by the Trustees. The successor Futures Representative shall, in either case, be subject to Bankruptcy Court approval.

5.4 Futures Representative's Employment of Professionals. The Futures Representative may retain or consult with counsel, accountants, appraisers, auditors, forecasters, asbestos experts and other parties deemed by the Futures Representative to be qualified as experts on matters submitted to them, and the opinion of any such parties on any matters submitted to them shall be full and complete authorization and protection in support of any action taken or not taken by the Futures Representative hereunder in good faith and in accordance with the written opinion of any such party, and in the absence of gross negligence. The Futures Representative and his or her experts shall at all times have complete access to the Trust's Agents retained by the Trust, as well as all information generated by them or otherwise available to the Trust or Trustees.

5.5 Compensation and Expenses of the Futures Representative.

(a) The Futures Representative shall receive compensation from the Trust for his or her services as the Futures Representative at his or her current hourly rate, such rate being subject to an annual review and adjustment by the Trustees with the consent of the TAC.

(b) The Trust will promptly reimburse, or pay directly if so instructed, the Futures Representative for all reasonable out-of-pocket costs and expenses, including fees and costs associated with employment of professionals pursuant to Section 5.4 and the procurement and maintenance of insurance incurred by the Futures Representative in connection with the performance of his or her duties hereunder and his or her duties in connection with the formulation, negotiation, and Confirmation of the Plan and Plan Documents. Such reimbursement or direct payment shall be deemed a Trust Expense.

5.6 Procedure for Obtaining Consent of the Futures Representative.

(a) In the event the consent of the Futures Representative is required pursuant to the terms hereof or of the TDP, the Trustees shall promptly provide the Futures Representative and his or her counsel with notice and with all information regarding the matter in question.

(b) The Futures Representative must consider in good faith and in a timely fashion any request by the Trustees and may not withhold his or her consent unreasonably. If the

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Futures Representative does not notify the Trustees of his or her objection to such request within 30 days after receiving notice and information regarding such request, then the Future Representative shall be deemed to have objected to the request and the procedures set forth in Section 5.7 shall be followed.

5.7 Lack of Consent of the Futures Representative. In the event the Trustees are unable to obtain the consent of the Futures Representative to any action or decision for which consent is required after following the procedure set forth in Section 5.6 of this Trust Agreement, or if the Trustees and the Futures Representative are unable to reach agreement on any matter on which such consent is required, the matter shall be submitted promptly to alternative dispute resolution if mutually agreeable to the Trustees and the Futures Representative. If the disagreement is not resolved by alternative dispute resolution, the Trustees may apply to the Bankruptcy Court on an expedited basis for approval of such action or decision, and only if such approval is given by the Bankruptcy Court by entry of an appropriate order, shall the Trustees have the authority to implement such action or decision without the Futures Representative's consent.

ARTICLE 6

TRUST ADVISORY COMMITTEE

6.1 Number. There shall be three TAC members. The initial TAC members shall be Alan R. Brayton, Steven Kazan, and David A. Rosen.

6.2 Duties. The TAC shall serve in a fiduciary capacity representing all holders of Asbestos Related Claims (excluding, however, Future Asbestos Claimants). The Trustees must consult with the TAC on matters identified in Subsection 2.2(e), must obtain the consent of the TAC on matters identified in Subsection 2.2(f), and may consult with the TAC on any matter affecting the Trust. Where provided in this Trust Agreement or the TDP, certain actions by the Trustees are subject to the consent of the TAC. The TAC will act on the majority vote of its members for all purposes under this Agreement, including the consents required in the Agreement and the TDP.

6.3 Term of Office.

(a) Each member of the TAC shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Subsection 6.3(b), (iii) his or her removal pursuant to Subsection 6.3(c) or (iv) the termination of the Trust pursuant to Section 7.2.

(b) Any member of the TAC may resign at any time by written notice to the Trustees, the other members of the TAC, and the Futures Representative. Such notice shall specify a date when such resignation shall take effect, which shall not be less than 90 days after the date such notice is given, where practicable.

(c) Any member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled

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meetings. Such removal shall be made by the decision of the Trustees and the consent of the Futures Representative with notice to the other members of the TAC.

6.4 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated by the remaining members of the TAC. A vacancy for any other reason, or in the absence of a nomination by the remaining members of the TAC, shall be filled with an individual selected by the Trustees. The successor TAC member shall, in either case, be subject to Bankruptcy Court approval.

6.5 TAC's Employment of Professionals. The TAC may retain or consult with counsel, accountants, appraisers, auditors, forecasters, asbestos experts and other parties deemed by the TAC to be qualified as experts on matters submitted to them, and the opinion of any such parties on any matters submitted to them shall be full and complete authorization and protection in support of any action taken or not taken by the TAC hereunder in good faith and in accordance with the written opinion of any such party, and in the absence of gross negligence. The TAC and its experts shall at all times have complete access to the Trusts officers, employees and agents, and the accountants, appraisers, auditors, forecasters, and other experts retained by the Trust as well as information generated by them or otherwise available to the Trust or Trustees.

6.6 Reimbursement of TAC Expenses and Compensation of TAC Members.

(a) The Trust shall promptly reimburse, or pay directly if so instructed, each TAC member for all reasonable out-of-pocket costs and expenses, including fees and costs associated with employment of professionals pursuant to Section 6.5 and the procurement and maintenance of insurance incurred by the TAC or any TAC member in connection with the performance of its or his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense.

(b) In addition to the Trust payment obligations set forth in Section 6.6(a) of this Trust Agreement, from time to time there may be certain tasks that the Managing Trustee may request members of the TAC or their representatives to perform to assist the Trust in the performance of its duties ("**TAC Trust Tasks**") and for which the TAC members or their representatives shall be entitled to compensation from the Trust in addition to their rights to payment as set forth in Section 6.6(a) of this Trust Agreement. TAC members or their representatives shall each be compensated at the rate of $500 per hour spent at an official meeting of the Trustees, or on an official trip of the Trustees, or in the performance of any other TAC Trust Task, plus actual and reasonable out-of-pocket expenses. The hourly amount of compensation payable to the TAC members and/or their representatives hereunder shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published in January of each year, beginning as of January 1, 2015. The structure and amounts of compensation will be reviewed when requested by the Trustees, the TAC and/or the Futures Representative, but no less than every three (3) years beginning in November, 2017.

6.7 Procedure for Obtaining Consent of the TAC.

(a) In the event the consent of the TAC is required pursuant to the terms hereof or of the TDP, the Trustees shall promptly provide the TAC and its counsel with notice and with all information regarding the matter in question.

(b) The TAC must consider in good faith and in a timely fashion any request by the Trustees, and the TAC may not withhold its consent unreasonably. If the TAC does not notify the Trustees of its objection to such request within 30 days after receiving notice and information regarding such request, then the TAC's consent shall be deemed to have objected to the request and the procedures set forth in Section 6.8 shall be followed.

6.8 Lack of Consent of the TAC. In the event the Trustees are unable to obtain the consent of the TAC for any action or decision for which consent of the TAC is required, after following the procedure set forth in Section 6.7 of this Trust Agreement, or if the Trustees and the TAC are unable to reach agreement on any matter on which the TAC's consent is required, then the matter shall be submitted promptly to alternative dispute resolution if mutually agreeable to the Trustees and the TAC. If the disagreement is not resolved by alternative dispute resolution, the Trustees may apply to the Bankruptcy Court on an expedited basis for approval of such action or decision, and only if such approval is given by the Bankruptcy Court by entry of an appropriate order shall the Trustees have the authority to implement such action or decision without the TAC's consent.

ARTICLE 7

GENERAL PROVISIONS

7.1 Irrevocability. The Trust is irrevocable.

7.2 Termination.

(a) The Trust shall automatically terminate on the date 90 days after the first to occur of the following events:

(i) the Trustees in their discretion decide to terminate the Trust because (A) they deem it unlikely that new Asbestos Related Claims will be filed or served against the Trust and (B) all Asbestos Related Claims duly filed with the Trust have been Allowed and paid to the extent provided in this Trust Agreement and the TDP or disallowed by a final, non-appealable order, to the extent possible based upon the funds available through the Plan, and twelve (12) consecutive months have elapsed during which no new Asbestos Related Claim has been filed with the Trust;

(ii) if the Trustees have procured and have in place irrevocable insurance policies and have established claims handling agreements and other necessary arrangements with suitable third parties adequate to discharge all expected remaining obligations and expenses of the Trust in a manner consistent with this Trust Agreement and the TDP, the date on which the Bankruptcy Court enters an order approving such insurance and other arrangements and such order becomes a Final Order; or

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(iii) to the extent that any rule against perpetuities shall be deemed applicable to the Trust, 21 years less 91 days pass after the death of the last survivor of all of the descendants of Joseph P. Kennedy, Sr., of Massachusetts living on the date hereof.

(b) On the Termination Date, after payment of all the Trust's liabilities have been provided for, all monies remaining in the Trust estate shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the IRC, which tax-exempt organization(s) shall be selected by the Trustees using their reasonable discretion; provided, however, that (i) if practicable, the tax-exempt organization(s) shall be related to the treatment of, research on, or the relief of suffering of individuals suffering from asbestos related lung disorders, and (ii) the tax-exempt organization(s) shall not bear any relationship to any of the Debtors within the meaning of section 468B(d)(3) of the IRC. Notwithstanding any other provision of the Plan Documents, this Subsection 7.2(b) cannot be modified or amended.

7.3 Amendments. The Trustees, after consultation with the Approving Entities, and subject to the consent of the Approving Entities where so provided, may modify or amend this Trust Agreement or any document annexed to it, including, without limitation, the Trust Bylaws or the TDP. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement to the contrary, neither this Trust Agreement, the Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair or modify the applicability of section 524(g) of the Bankruptcy Code, the efficacy or enforceability of the Injunctions, the Trust's qualified settlement fund status.

7.4 Meetings. A member of the TAC shall be deemed to have attended a meeting in the event such person spends a substantial portion of the day conferring, by phone or in person, on Trust matters with the TAC, the Futures Representative or Trustees, as applicable. The Trustees or the TAC, as the case may be, shall have complete discretion to determine whether a meeting, as described herein, occurred for purposes of Sections 4.5 and 6.6.

7.5 Severability. Should any provision in this Trust Agent be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

7.6 Notices. Notices to persons asserting claims shall be given at the address of such person, or, where applicable, such person's Futures Representative, in each case as provided on such person's claim form submitted to the Trust with respect to his or her or its Asbestos Related Claim.

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and given by (a) personal delivery, or (b) by established express delivery service that maintains delivery records, or (c) by mail, postage prepaid, or (d) by facsimile, e-mail or other electronic methods addressed as follows, or to such other address or addresses as may hereafter be furnished by any of the Notice Recipients, the Trustees, the Approving Entities or the Debtors, to the other notice recipients in compliance with the terms hereof.

To the Trust through the Trustees: Sara Beth Brown

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J.T. Thorpe Settlement Trust
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sbbrown@524gtrust.com

With a copy to:

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Levene, Neale, Bender, Yoo & Brill, L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, CA 90067
ehk@lnbyb.com

To the Futures Representative:

David F. Levi
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Durham, NC 27708
levi@law.duke.edu

With a copy to:

Sander L. Esserman, Esq.
Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, TX 75201
esserman@sbep-law.com

To the TAC:

Alan R. Brayton
Brayton Purcell LLP
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P.O. Box 6169
Novato, CA 94948-6169
abrayton@braytonlaw.com

With a copy to:

Steven B. Sacks, Esq.
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, Suite 1700
San Francisco, CA 94111
ssacks@sheppardmullin.com

To Thorpe,
Dissolved Thorpe,
Technologies and Holdings:

J.T. Thorpe, Inc.
J.T. Thorpe, Inc.
Thorpe Technologies, Inc.
Thorpe Holding Company, Inc.
Attention: John Allen
9905 Painter Avenue, Suite D
Whittier, CA 90605

With copies to:

Greenberg Glusker
Attention: Brian L. Davidoff, Esq.
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
bdavidoff@greenbergglusker.com

All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return electronic transmission.

7.7 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtors, the Trust, and the Trustees and their respective successors and assigns, except that neither the Debtors, nor the Trust, nor the Trustees may assign or otherwise transfer any of its, his or her rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustees, as contemplated by Section 2.1.

7.8 Limitation on Claim Interests for Securities Laws Purposes. Except as otherwise permitted under the Plan, Asbestos Related Claims and any interests therein: (a) shall not be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest provided, however, that the foregoing shall not apply to the holder of an Indirect Asbestos Related Claim not otherwise enjoined that is subrogated to an Asbestos Related Claim as a result of its satisfaction of such Asbestos Related Claim.

7.9 Entire Agreement: No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

7.10 Headings. The headings used in this Trust Agreement are inserted for convenience only and neither constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

7.11 Governing Law; Submission to Jurisdiction. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada without regard to the conflict of laws principles of that State. The Trust is subject to the continuing jurisdiction of the Bankruptcy Court.

7.12 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the annexes hereto shall be resolved by the Bankruptcy Court pursuant to the Plan, except as otherwise provided herein or in the annexes hereto. Notwithstanding anything else herein

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contained, to the extent any provision of this Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control.

7.13 Enforcement and Administration. The provisions of this Trust Agreement and the annexes hereto shall be enforced by the Bankruptcy Court pursuant to the Plan. The parties hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Trustees.

7.14 Effectiveness. This Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

7.15 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Twelfth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement this 19th day of April, 2019

TRUSTEES:

Sandra R. Hernandez, M.D.

John F. Luikart

Stephen M. Snyder

FUTURES REPRESENTATIVE:

David F. Levi

TRUST ADVISORY COMMITTEE

By: 
Name: Alan R. Brayton
Title: Chair

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Exhibit D

J.T. THORPE, INC., A CALIFORNIA CORPORATION / J.T. THORPE, INC., A DISSOLVED CALIFORNIA CORPORATION / THORPE HOLDING COMPANY, INC., A CALIFORNIA CORPORATION / THORPE TECHNOLOGIES, INC., A CALIFORNIA CORPORATION ASBESTOS PERSONAL INJURY SETTLEMENT THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF TRUST DISTRIBUTION PROCEDURES

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A DISSOLVED CALIFORNIA CORPORATION / THORPE HOLDING COMPANY, INC.,
A CALIFORNIA CORPORATION / THORPE TECHNOLOGIES, INC.,
A CALIFORNIA CORPORATION
ASBESTOS PERSONAL INJURY SETTLEMENT
THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF
TRUST DISTRIBUTION PROCEDURES

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ASBESTOS PERSONAL INJURY SETTLEMENT
THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF
TRUST DISTRIBUTION PROCEDURES

The J.T. Thorpe, Inc., a California corporation/J.T. Thorpe, Inc., a dissolved California corporation/Thorpe Holding Company, Inc., a California corporation/Thorpe Technologies, Inc., a California corporation Asbestos Personal Injury Settlement Trust Distribution Procedures ("TDP") contained herein provide for satisfying all asbestos-related personal injury and death claims caused by conduct of, and/or exposure to asbestos-containing products for which, J.T. Thorpe, Inc., a California corporation; J.T. Thorpe, Inc., a dissolved California corporation; Thorpe Holding Company, Inc., a California corporation; or Thorpe Technologies, Inc., a California corporation (collectively "Thorpe"), their predecessors, successors, and assigns have legal responsibility (hereinafter for all purposes of this TDP defined as "Trust Claims"), as provided in and required by the "First Amended Joint Plan of Reorganization, Dated August 5, 2005" (as such plan may hereinafter be further amended, revised, and/or supplemented, the "Plan") and the J.T. Thorpe Personal Injury Settlement Trust Agreement ("Trust Agreement"). The Plan and Trust Agreement establish the J.T. Thorpe Personal Injury Settlement Trust ("Trust"). The Trustees of the Trust ("Trustees") shall implement and administer this TDP in accordance with the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Glossary, attached as Exhibit 1 to the Plan.

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SECTION I

Introduction

1.1 Purpose. This TDP has been adopted pursuant to the Trust Agreement. It is designed to provide fair and equitable treatment for all Trust Claims that may presently exist or may arise in the future in substantially the same manner.

1.2 Interpretation. Nothing in this TDP shall be deemed to create a substantive right for any claimant.

SECTION II

Overview

2.1 Trust Goals. The goal of the Trust is to treat all claimants equitably. This TDP furthers that goal by setting forth procedures for processing and paying claims generally on an impartial, first-in-first-out ("FIFO") basis, with the intention of paying all claimants over time as equivalent a share as possible of the value of their claims based on historical values for substantially similar claims in the tort system. To this end, the TDP establishes for unliquidated claims in the Case Valuation Matrix ("Matrix"), attached hereto as Appendix I, a schedule of five asbestos-related diseases ("Compensable Diseases"), which have presumptive medical and exposure requirements ("Medical/Exposure Criteria"), criteria for establishing liquidated values ("Matrix Values"), anticipated average values ("Average Values"), and caps on liquidated values ("Maximum Values"). The Compensable Diseases, Medical/Exposure Criteria, Matrix Values, Average Values and Maximum Values, which are set forth in the Matrix, have all been selected and derived with the intention of achieving a fair allocation of the Trust funds as among claimants suffering from different disease processes in light of the best available information, considering the settlement history of Thorpe and the rights claimants would have in the tort

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system absent the bankruptcy. The TDP also provides mechanisms for the treatment and payment of Liquidated Claims.

2.2 Trust Claim Liquidation Procedures. Trust Claims shall be processed based on a first-in-first-out "FIFO" basis called the FIFO Processing Queue to be established pursuant to Section 5.3 below. The Trust shall liquidate all Trust Claims that meet the presumptive Medical/Exposure Criteria in accordance with the Matrix. Claims that do not meet the presumptive Medical/Exposure Criteria for the relevant Compensable Disease may undergo the Trust's Individual Review Process described in the Matrix. In such a case, notwithstanding that the claim does not meet the presumptive Medical/Exposure Criteria for the relevant Compensable Disease, the Trust can offer the claimant an amount equal to a standard qualified claim of that Compensable Disease if the Trust is satisfied that the claimant has presented a claim that would be cognizable, valid and compensable in the tort system.

All unresolved disputes over a claimant's medical condition, exposure history and/or the liquidated value of the claim shall be subject to binding or non-binding arbitration, at the election of the claimant, under the Arbitration Rules. Disputes with the Trust that cannot be resolved by non-binding arbitration may enter the tort system as provided in Sections 5.9 and 7.3 below. However, if and when a claimant obtains a judgment in the tort system, the judgment will be payable (subject to the Payment Percentage, Maximum Annual Payment, and Disease Category Claims Payment Ratio provisions set forth below) as provided in Section 7.4 below.

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2.3 Trust Application of the Payment Percentage. After the liquidated value of a Trust Claim is determined, the claimant will ultimately receive a *pro-rata* share of that value based on a Payment Percentage calculated as described in Section 4.2 below. The Initial Payment Percentage shall be 50% in accordance with the "Agreement Regarding Initial Payment Percentage" between the Committee and the Futures Representative dated June 29, 2006.

The Payment Percentage may be adjusted upwards or downwards from time to time by the Trust with the consent of the Trust Advisory Committee "TAC" (as defined in Section 3.1 below) and the Futures Representative (as defined in Section 3.1 below) to reflect then-current estimates of the Trust's assets and its liabilities, as well as the estimated value of then-pending and future claims. However, any adjustment to the Initial Payment Percentage shall be made only pursuant to Section 4.2 below. If the Payment Percentage is increased over time, claimants who have previously been paid by the Trust will receive a proportional additional payment unless the Trust with consent of the TAC and the Futures Representative concludes that the amount is so modest and the administrative costs and burdens are so great in comparison to the benefits to claimants that such additional payments shall be omitted or deferred. If it becomes relevant, the date of resolution of the Coverage Litigation will be determined by the Trust with the consent of the Futures Representative.

2.4 Trust's Determination of the Maximum Annual Payment. The Trust shall estimate or model the amount of cash flow anticipated to be necessary over its entire life to ensure that funds will be available to treat all present and future claimants as similarly as possible. In each year, the Trust will be empowered to pay out all of the interest earned during the year, together with a portion of its principal, calculated so that the application of Trust funds over its life shall correspond with the needs created by the anticipated flow of claims (the

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"Maximum Annual Payment"). The Trust's distributions to claimants for that year shall not exceed the Maximum Annual Payment determined for that year.

2.5 Trust Claims Payment Ratio. Based upon Thorpe's claim settlement history and analysis of present and future claims, a Disease Category Claims Payment Ratio has been created based upon the category of disease claimed ("Disease Categories").

For claims paid during the year 2005, the Disease Category Claims Payment Ratio shall be 90% (the "Category A Percentage") for "Category A" claims, which consist of Trust Claims involving malignant claims that were unliquidated as of the Effective Date, and 10% for "Category B" claims (the "Category B Percentage"), which are Trust Claims involving non-malignant claims that were similarly unliquidated as of the Effective Date. For claims paid during the years 2006 through and including 2007, the Category A Percentage shall be 89% and the Category B Percentage shall be 11%. For claims paid during the years 2008 through and including 2025, the Category A Percentage shall be 90% and the Category B Percentage shall be 10%. For claims paid during the years 2026 through and including 2039, the Category A Percentage shall be 91% and the Category B Percentage shall be 9%. In each year, after the determination of the Maximum Annual Payment, the Category A Percentage of that amount will be available to pay liquidated Category A claims and the Category B Percentage will be available to pay liquidated Category B claims that have been liquidated since the Effective Date.

In the event there are insufficient funds in any year to pay the liquidated claims against Thorpe within the Disease Categories, the available funds within the particular Disease Category shall be paid to the maximum extent to claimants in the particular Disease Category based on their place in the FIFO Payment Queue described in Section 5.3(c) below based upon the date of claim liquidation. Claims for which there are insufficient funds will be carried to the next year

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where they will be placed at the head of the FIFO Payment Queue. If there are excess funds in either or both Disease Category, because there was an insufficient amount of liquidated claims to exhaust the respective Maximum Annual Payment amount for that Disease Category, then the excess funds for either or both Disease Categories will be rolled over and remain dedicated to the respective Disease Category to which they were originally allocated.

The Disease Category Claims Payment Ratio shall be continued absent circumstances, such as a significant change in law or medicine, necessitating amendment to avoid a manifest injustice. The accumulation, rollover and subsequent delay of claims resulting from the application of the Disease Category Claims Payment Ratio, shall not, in and of itself, constitute such circumstances. Nor may an increase in the numbers of Disease Category B claims beyond those predicted or expected be considered as a factor in deciding whether to reduce the percentage allocated to Disease Category A. In considering whether to make any amendments to the Disease Category Claims Payment Ratio, the Trustees should also consider the reasons for which the Disease Category Claims Payment Ratio was adopted, the settlement history that gave rise to its calculation, and the foreseeability or lack of foreseeability of the reasons why there would be any need to make an amendment. In that regard, the Trustees should keep in mind the interplay between the Payment Percentage and the Disease Category Claims Payment Ratio as it affects the net cash actually paid to claimants. In any event, no amendment to the Disease Category Claims Payment Ratio may be made without the consent of the TAC and the Futures Representative pursuant to the consent process set forth in Section 2.2(f) of the Trust Agreement. However, the Trustees may offer the option of a reduced payment percentage to either Disease Category in return for prompter payment (the "Reduced Payment Option"), after first obtaining the consent of the TAC and Futures Representative.

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2.6 Trust Indemnity and Contribution Claims. As set forth in Section 5.6 below, Trust Claims for indemnity and contribution (if any) will be subject to the same categorization, evaluation, and payment provisions of this TDP as all other Trust Claims.

SECTION III

TDP Administration

3.1 Trust Advisory Committee and Futures Representative. Pursuant to the Plan and the Trust Agreement, this TDP will be administered by the Trustees in consultation with a three-member Trust Advisory Committee ("TAC"), that represents the interests of holders of present Trust Claims, and a Legal Representative for Future Asbestos-Related Claimants ("Futures Representative"), who represents the interests of holders of Trust Claims that will be asserted in the future. The Trustees shall obtain the consent of the TAC and the Futures Representative to any amendments to these Procedures pursuant to Section 8.1 below, and to such other matters as are otherwise required below and in Section 2.2(f) of the Trust Agreement. The Trustees shall also consult with the TAC and the Futures Representative on such matters as are provided below and in Section 2.2(e) of the Trust Agreement. The initial members of the TAC and the initial Futures Representative are identified in the Trust Agreement.

3.2 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustees will provide written notice to the TAC and the Futures Representative of the specific amendment or other action that is proposed. The Trustees will not implement such amendment nor take such action unless and until the parties have engaged in the consultation process described in Section 2.2(e), or the Consent Process described in Sections 5.6 and 6.6 and if necessary, 5.7 and 6.7 of the Trust Agreement.

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SECTION IV

Payment Percentage; Periodic Estimates

4.1 Uncertainty of Thorpe's Personal Injury Asbestos Liabilities As discussed above, there is inherent uncertainty regarding Thorpe's total asbestos-related tort liabilities, as well as the total value of the assets available to pay such claims. Consequently, there is inherent uncertainty regarding the amounts that holders of Trust Claims will receive. To seek to ensure substantially equivalent treatment of all present and future claims, the Trustees must determine from time to time the percentage of full liquidated value that holders of Trust Claims will be likely to receive, i.e, the "Payment Percentage" described in Section 2.3 above and Section 4.2 below.

4.2 Computation of Payment Percentage. The Initial Payment Percentage shall be the percentage set forth in Section 2.3 of this TDP. The Payment Percentage shall be subject to change pursuant to the terms of this TDP and the Trust Agreement if the Trustees determine, with consent of the TAC and the Futures Representative, that an adjustment is required. Commencing on the first day of January, after the Plan has been Confirmed, the Trustees shall reconsider the then applicable Payment Percentage to assure that it is based on accurate current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Futures Representative. Thereafter, no less frequently than once every three years, commencing with the first day of January occurring after the Plan is consummated, the Trustees shall reconsider the then applicable Payment Percentage to assure that it is based on accurate, current information and may, after such reconsideration, change the Payment Percentage if necessary with the consent of the TAC and the Futures Representative. The Trustees shall also reconsider the then applicable Payment Percentage at shorter intervals if he or she deems such reconsideration to be appropriate or if requested to do so by the TAC or the

Futures Representative. The Trustees must base his or her determination of the Payment Percentage on current estimates of the number, types, and values of present and future Trust Claims, the value and liquidity of the assets then available to the Trust for their payment, all anticipated administrative and legal expenses, and any other material matters that are reasonably likely to affect the sufficiency of funds to pay a comparable percentage of full value to all holders of Trust Claims. When making these determinations, the Trustees shall exercise common sense and flexibly evaluate all relevant factors. The Payment Percentage applicable to one category of claims may not be reduced to alleviate delays in another category claims payments caused by a backlog in that category. All claims will receive the same Payment Percentage.

4.3 Applicability of the Payment Percentage. No holder of a Trust Claim shall receive a payment that exceeds the Trust's determination of the Initial Payment Percentage, or the Payment Percentage in effect at the time of payment in the case of all other Trust Claims unless a Reduced Payment Option applies. If a redetermination of the Payment Percentage has been proposed in writing by the Trustees to the TAC and the Futures Representative but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. However, if the proposed Payment Percentage was the lower amount but is not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. Conversely, if the proposed Payment Percentage was the higher amount and is subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

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SECTION V

Resolution of Trust Claims

5.1 Threshold Requirement for Submitting a Claim to the Trust. If a Claimant or Injured Person has commenced litigation seeking compensation for asbestos-related injuries or death that are the subject of a claim in a court where one or more of the Debtors liable for such claim was subject to in personam jurisdiction as of February 12, 2002, then that jurisdiction shall determine which limitations period, category, Average Value, and base case shall be used subject to the exceptions stated herein. If multiple pre-petition lawsuits in different jurisdictions naming one or more of the Debtors liable for such claim have been filed for an Injured Person or Claimant, then such Injured Person or Claimant may choose the prepetition jurisdiction (from among the different jurisdictions in which the pre-petition lawsuits naming one or more of the Debtors liable for such claim were filed for that Injured Party or Claimant, so long as in personam jurisdiction existed) in which the limitations period, category, Average Value, and base case shall be used. If a Claimant does not have a pending lawsuit against one or more of the Debtors at the time of the submission to the Trust, then in lieu of having a tort action filed for purposes of this TDP, the Claimant or Injured Person must submit a verified certification under penalty of perjury, either of counsel based upon counsel's records, or of Claimant or Injured Person stating facts which establish in personam jurisdiction in a court where one or more of the Debtors liable for such claim was subject to in personam jurisdiction as of February 12, 2002 or incorporate a lawsuit which asserts those facts, and therefore such person can meet the jurisdictional requirements of the particular state in which the tort claim would have been timely and properly filed. The Trust shall have the right to contest any such certification. The jurisdiction so certified shall determine which limitations period, category, Average Value, and base case shall be used subject to the exceptions stated herein.

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5.2 Statute of Limitations or Repose for Trust Claims. The statute of limitations and the choice of law determination applicable to claims against the Trust shall be determined by reference to the tort system where a claim against a Debtor was pending on the filing date of these cases, or where such a claim could have been timely and properly filed as asserted by the Claimant or Injured Person.

5.3 Ordering, Processing and Payment of Claims.

5.3(a) Ordering of Claims.

5.3(a)(1) Establishment of the FIFO Processing Queue. The Trust will order unliquidated claims for processing purposes on a FIFO basis except as otherwise provided herein (the "FIFO Processing Queue"). For all claims filed on or before the date six months after the Effective Date (the "Initial Claims Filing Date"), a claimant's position in the FIFO Processing Queue shall be determined as of the earlier of (i) the date prior to February 12, 2002, "Petition Date" that the specific claim was either served or filed against Thorpe in a court in which Thorpe could properly have been sued or was actually submitted to Thorpe pursuant to an administrative processing agreement; (ii) the date before the Petition Date that a claim was filed or served against another defendant in the tort system if at the time the claim was subject to a tolling agreement with Thorpe; (iii) the date after the Petition Date but before the Effective Date that the claim was filed or served against another defendant in a court in which Thorpe could properly have been sued; or (iv) the date after the Effective Date but on or before the Initial Claims Filing Date that the claim was served or filed with the Trust. Following the Initial Claims Filing Date, the claimant's position in the FIFO Processing Queue shall be determined by the date the claim was filed with the Trust. For all claims filed on the same date, the claimant's position in the FIFO Processing Queue shall be determined by the date of the diagnosis of the asbestos-related disease.

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5.3(a)(2) Effect of Statutes of Limitations and Repose. All claims barred by the applicable statute of limitations or repose, as determined in Section 5.2 above, at the Petition Date shall remain barred on and after the Petition Date. All claims not so barred shall be tolled as of the Petition Date to and including October 16, 2007, without the need of the claimant to take any action whatsoever, including without limitation, filing a Proof of Claim in the Reorganization Cases.

5.3(b) Processing of Unliquidated Trust Claims. Within six months after the establishment of the Trust, the Trustees with the consent of the TAC and the Futures Representative shall adopt procedures for reviewing and liquidating all unliquidated Trust Claims, which shall include deadlines for processing such claims. Such procedures shall also require claimants seeking resolution of unliquidated Trust Claims to first file a Trust Claim form, together with the required supporting documentation, in accordance with the provisions of Sections 6.1 and 6.2 below. It is anticipated that the Trust shall provide an initial response to the claimant within six months of receiving the Trust Claim form. All claims filed with the Trust shall be deemed to be a claim for the highest Compensable Disease for which the claim qualifies at the time of filing, with all lower Compensable Diseases for which the claim then qualifies or may qualify in the future subsumed into the higher Compensable Disease for both processing and payment purposes. Upon filing of a valid Trust Claim form with the required supporting documentation, the claim shall be placed in the FIFO Processing Queue in accordance with the ordering criteria described in Section 5.3(a) above.

The five Compensable Diseases covered by this TDP are set forth in detail in the Matrix. The Compensable Diseases, Matrix Values, and Medical/ Exposure Criteria shall apply to all unliquidated claims filed with the Trust.

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As a general practice, the Trust will review its claims files on a regular basis and notify all claimants whose claims are likely to come up in the FIFO Processing Queue in the near future.

5.3(c) Payment of Claims. Trust Claims shall be paid in FIFO order based on the date their liquidation became final (the "FIFO Payment Queue"), all such payments being subject to the applicable Payment Percentage, Maximum Annual Payment, and Disease Category Claims Payment Ratio, except as otherwise provided herein. For all claims liquidated on the same date, each claimant's position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant's asbestos-related disease.

5.4 Resolution of Pre-Confirmation Trust Claims. As soon as practicable after the Effective Date, the Trust shall pay all Trust Claims that were liquidated by (i) a written settlement agreement entered into prior to the Petition Date for the particular claim, or (ii) the pre-confirmation claims liquidation process (collectively, the "Pre-Confirmation Liquidated Claims"). Notwithstanding the foregoing, these payments shall be subject to the limitations set forth below in this section. The liquidated value of a Pre-Confirmation Liquidated Claim shall be the amount agreed to in the binding settlement agreement, without interest, or the amount at which the claim is liquidated pursuant to the pre-conformation claims liquidation process, as applicable. Moreover, to the extent that a claim is the subject of a written settlement agreement executed prior to the Petition Date, the holder of that claim shall have the option of (i) having the liquidated value be the amount agreed to in the binding settlement agreement, without interest, or (ii) having his or her claim re-liquidated pursuant to the pre-confirmation claims liquidation process and having the liquidated value be the amount at which the claim is liquidated pursuant to the pre-conformation claims liquidation process. Notwithstanding anything to the contrary set

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forth in this Section 5.4, pursuant to Section 7.2 below, the liquidated value of a Pre-Confirmation Liquidated Claim shall not include any punitive or exemplary damages.

Pre-Confirmation Liquidated Claims shall be processed and paid within 90 days of the Effective Date, if feasible, or as soon thereafter as is possible. The amounts payable with respect to such claims shall not be subject to or taken into account in consideration of the Maximum Annual Payment or Disease Category Claims Payment Ratio, but shall be subject to the Payment Percentage provisions set forth in Section 4.2 above.

5.5 Hardship Claims. At any time the Trust may liquidate and pay certain Trust Claims that qualify as Hardship Claims. Such claims may be considered separately no matter what the order of processing otherwise would have been under this TDP. A Hardship Claim, following its liquidation, shall be placed at the head of the FIFO Liquidation Queue for purposes of payment, subject to the Maximum Annual Payment and Disease Category Claims Payment Ratio described above. A Trust Claim qualifies for payment as a Hardship Claim if the Trust, in its sole discretion, determines (a) that the claimant needs financial assistance on an immediate basis based on the claimant's expenses and all sources of available income, and (b) that there is a causal connection between the claimant's dire financial condition and the claimant's asbestos-related disease.

5.6 Contribution Claims. Contribution Claims that are asserted against the Trust based upon theories of contribution or indemnification under applicable law may not be processed or paid by the Trust unless (a) such claim would not be disallowed by Section 502(e) of the Code if the Trust were a debtor in a case under the Code, and (b) the holder of such claim (the "Indirect Claimant") establishes to the satisfaction of the Trustees that (i) the Indirect Claimant has paid in full the liability and obligations of the Trust to the direct claimant to whom

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the Trust would otherwise have had a liability or obligation under these Procedures, (ii) the direct claimant and the Indirect Claimant have forever released the Trust from all liability to the direct claimant, and (iii) the claim is not otherwise barred by a statute of limitations or repose or by other applicable law. In no event shall any Indirect Claimant have any rights against the Trust superior to the rights of the related direct claimant against the Trust, including any rights with respect to the timing, amount or manner of payment.

The Trust shall not pay any Indirect Claimant unless and until the Indirect Claimant's aggregate liability for the direct claimant's claim has been fixed, liquidated and paid by the Indirect Claimant pursuant to final judgment and not by settlement.

The credit or offset to which a co-defendant is entitled in the tort system for settlement with the Trust is the amount of the Trust's Payment to the Claimant, which Payment amount shall be determined as: (a) the actual amount received to date by the Claimant; or (b) if no funds have yet been received, the amount of the liquidated value agreed to by the Claimant and the Trust, multiplied by the *pro rata* share in effect at the time the set-off is being applied.

Contribution Claims shall be processed in accordance with procedures to be developed and implemented by the Trustees, which procedures (a) shall determine the validity, allowability and enforceability of such claims; and (b) only then shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Trust would have afforded the holders of the underlying valid Trust Claims.

5.7 Claim Auditing and Review Procedures.

5.7(a) Claims Audit Program. The Trust with consent of the TAC and Futures Representative may develop methods for auditing the reliability of evidence reasonably related to the value of the claim, including additional reading of x-rays and verification of pulmonary

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function tests, as well as the reliability of evidence of exposure to asbestos, including exposure to asbestos-containing products manufactured or distributed by Thorpe, and requesting from claimants or other Trusts, claims materials submitted to other Trusts. In the event that the Trust reasonably determines that any unreliable individual or entity has engaged in a pattern or practice of providing unreliable medical or other evidence to the Trust, it may decline to accept additional evidence from such provider in the future. Further, in the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any responsible claimant or claimant's attorney by disallowing the related Trust Claim or by other means including, but not limited to, requiring the claimant or attorney submitting the fraudulent information to pay the costs associated with the audit and any future related audit or audits, reordering the priority of payment of all affected claimants' Trust Claims, raising the level of scrutiny of additional information submitted from the medical facility or other source, refusing to accept additional evidence from the same, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. §152, and seeking Rule 11 sanctions.

5.7(b) Review by the Trust for the benefit of the TAC and Futures Representative. The Trust shall cause a review of the filed claims, paid claims, average payments and disallowed claims by Compensable Disease to be performed bi-annually or upon the request of the TAC or the Futures Representative, sufficient to allow an estimation of the adequacy of the Trust fund to compensate Claimants as compared to the current claims forecast.

5.8 Second Disease Claims. The holder of a claim involving a non-malignant asbestos-related disease may file a new claim for a malignant disease that is subsequently diagnosed ("Second Disease Claim"). Any payments to which such claimant may be entitled for

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such asbestos-related malignancy shall be reduced by the amount paid by the Trust for the non-malignant asbestos-related disease.

5.9 Arbitration.

5.9(a) Establishment of Arbitration Procedures. The Trust, with the consent of the TAC and the Futures Representative, shall institute Arbitration Rules for resolving disputes concerning the Trust's outright rejection or denial of a claim, or concerning the claimant's medical condition or exposure history for purposes of categorizing a claim. Binding, non-binding arbitration and tort system valuation shall also be available for resolving disputes over the liquidated value of a claim. In all arbitrations, the arbitrator shall consider the same medical and exposure evidentiary requirements that are set forth in the Matrix. In the case of an arbitration involving the liquidated value of a claim, the arbitrator shall consider the same valuation factors that are set forth in the Matrix. With respect to all claims eligible for arbitration, the claimant, but not the Trust, may elect either non-binding or binding arbitration. If the claimant elects non-binding arbitration, claimant will be responsible for ½ of arbitrator's fees and costs. The Arbitration Rules may be modified by the Trust with the consent of the TAC and the Futures Representative. Such amendments may also include adoption of mediation procedures as well as establishment of an Extraordinary Claims Panel to review such claims pursuant to the Matrix.

5.9(b) Claims Eligible for Arbitration. A claim is eligible for arbitration, if it has been rejected by the Trust, or the Trust has made an offer which was rejected by the claimant. The claimant must notify the Trust of such rejection in writing.

5.9(c) Limitations on and Payment of Arbitration Awards. The arbitrator shall not return an award in excess of the appropriate Matrix Value for such claim based upon

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the facts as found by the arbitrator. For an Extraordinary Claim, the arbitrator shall not return an award greater than the Maximum Extraordinary Value for such a claim as set forth in the Matrix. A claimant who submits to arbitration and who accepts the arbitral award will receive payments in the same manner as one who accepts the Trust's original valuation of the claim.

5.10 Litigation After Electing Non-Binding Arbitration. A claimant who elects non-binding arbitration and then rejects the arbitral award retains the right to exit to the tort system pursuant to Sections 7.3 below. However, such a claimant shall be eligible for payment of a judgment for monetary damages obtained in the tort system from the Trust's available cash only as provided in Section 7.4 below.

5.11 Claims Eligible for Tort System Valuation Without Having First Pursued Non-Binding Arbitration. A claim is eligible for tort system valuation pursuant to Section 7.3 below, without having first pursued non-binding arbitration, if the Trust has made an offer and the claimant in writing has:

(a) rejected the Trust offer;

(b) counter offered to accept a partial payment of 50% of the Trust's offer;

(c) agreed both: (1) not to execute against the Trust on any judgment obtained through the tort system, and (2) not to seek any additional payments from the Trust, including without limitation not to seek any additional payments under Section 7.4 of this TDP;

(d) agreed that the provisions of Sections 3.2(d) and 9.4 of the Plan shall govern any Direct Action including any judgment obtained by Claimant;

(e) agreed that if any Direct Action is successful to the extent the net recovery to the Trust exceeds the Trust's initial offer, claimant shall be entitled to the remaining 50% of the Trust's offer plus a percentage payment of the net recovery in an amount reasonable and

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appropriate agreed upon by the Trustees, the Trust Advisory Committee and the Futures Representative after taking into account the result obtained and the contribution to that result by claimant which amount shall be payable upon the Trust's actual receipt of funds from the Direct Action recovery. In the event the Trustees, the Trust Advisory Committee and the Futures Representative cannot reach agreement on a reasonable and appropriate percentage payment, the claimant, the Trustees, the Trust Advisory Committee and/or the Futures Representative may request resolution of the dispute by the Bankruptcy Court; and

(f) the Trust has accepted the claimant's counter offer.

SECTION VI

Claims Materials

6.1 Claims Materials. The Trust shall prepare suitable and efficient claims materials ("Claims Materials"), and shall provide such Claims Materials upon written request. The Trust Claim form to be submitted to the Trust shall include a certification by the claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure. A copy of the Trust Claim forms to be used by the Trust for Pre-Confirmation Liquidated Claims and unliquidated Claims will be created with the consent of the TAC and the Futures Representative within three months of the establishment of the Trust. The Trust Claim forms may be changed by the Trust with the consent of the TAC and the Futures Representative. The Trust shall also establish procedures for electronic filing of claims.

6.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Trustees shall approve, and Trust Claim forms. The Trust Claim forms shall be submitted with supporting documentation in accordance with the relevant criteria as set forth below and in compliance with Section I of the Matrix. At a minimum, the unliquidated Trust Claim form shall require submission of sufficient information

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to prove, and any relevant information tending to disprove exposure, disease and damages including:

(a) All relevant information called for in the San Francisco Superior Court General Order 129 Form Interrogatories, Set 1 and Set 2 including the required complete occupational history and identification of other exposures, with the information relevant to exposure used to qualify this claim for the particular category highlighted and the pages tabbed.

(b) If the claimant was involved in any type of asbestos litigation, a complete copy of any litigation interrogatory responses created in support of that claim must be submitted to the Trust regardless of the jurisdiction in which the lawsuit was filed with any information exposures asserted in this claim highlighted and the pages tabbed (or, if applicable, noting that the interrogatories contain no reference to exposures asserted in this claim). In addition, the claimant who was involved in any type of asbestos litigation must identify all prior depositions of the claimant and produce them upon request.

(c) If the Claimant is utilizing the Trust Approved Interrogatories (set forth on the Trust Web site), portions of litigation interrogatories that were amended after the litigation was concluded or declarations to establish the Trust Claim, the responses and/or declarations must meet the following requirements:

(i) The interrogatories and/or declarations must be verified or made by a person who is competent to testify to the information stated in the interrogatories and/or declarations and the person must have personal direct knowledge of the factual information relevant to the claim and the answers and/or declarations must provide sufficient background information to explain how the person verifying the interrogatories and/or the declarant(s) acquired the personal direct knowledge of factual matters relevant to this claim, to

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allow the Trust to determine the credibility of the person verifying the interrogatories and/or the declarants;

(ii) Where the person lacks personal direct knowledge, the answers and/or declarations must provide sufficient information to explain how, when and from what sources the person verifying the interrogatories and/or the declarants acquired any indirect knowledge of factual matters relevant to the claim;

(iii) The interrogatory responses and/or declarant must provide specifics about the claimant's (or claimant's decedent's) exposure and not use boilerplate wording;

(iv) If the person verifying the interrogatories and/or declarants relied upon documents as the basis for the responses given in the interrogatories and/or declarations (i.e. military records, social security records, etc.), those documents must be specifically identified and relevant portions of any such documents included in the supporting documents attached to the claim;

(v) The truth of the facts asserted in the interrogatories must be affirmed or verified under the penalty of perjury and any declarations must be made under penalty of perjury;

(vi) All declarations must be specific to the claim. In appropriate circumstances, the Trust may accept expert opinions pertaining to issues that are of general application and that are relevant to the specific claimant's claim.

(vii) The Trust shall have the right to interview by phone or in person (always with the participation or presence of claimant's counsel), anyone who verifies

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interrogatories, or has provided information to the person verifying the interrogatories or who submits a declaration in support of a claim submitted to the Trust.

(d) Medical records, medical reports and/or death certificates evidencing the claimed disease, with the diagnosis highlighted and the pages tabbed. For lung cancer and other cancer cases, evidence of markers or other factors which would lead to an upward adjustment under the Matrix will be highlighted and the pages tabbed. For Grade I claims, evidence of x-ray and PFT values that would lead to an increased award will be highlighted and the pages tabbed.

(e) For Serious Asbestosis claims, evidence to support this categorization will be highlighted and the pages tabbed.

(f) For an Injured Person seeking a multiplier for an economic loss in excess of the base case amount, an economic report of evidence supporting claimed wage/pension/home services loss, with total claimed loss highlighted and the page tabbed.

(g) For an Injured Person seeking a multiplier for medical expenses in excess of the base case amount, an affidavit summarizing medical expenses, or submission of medical bills to substantiate the total claimed amount.

(h) An endorsed/filed copy of the face page of the complaint or equivalent proof of commencement of litigation if applicable, or alternatively a certification under Section 5.1.

(i) Social Security records, front or identifying face page and portions relevant to facts asserted in connection with the claim of deposition transcript(s), union records, railroad records, military records (including leave records), or any other employment records all highlighted and tabbed. If such records are unavailable, the

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claimant or representative attorney must explain why such records are unavailable and attest that every reasonable effort has been made to obtain them.

(j) Information sufficient to establish that the claimant is not eligible nor has received Medicare benefits. Information representing that the date of last exposure to J.T. Thorpe, Inc. asbestos products or operations happened before or after December 5, 1980. Information of satisfied Medicare lien or global settlement documentation.

6.3 Withdrawal of Claims. A claimant may withdraw a Trust Claim at any time upon written notice to the Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based the date of such subsequent filing. A claim will be deemed withdrawn if the claimant neither accepts, rejects, nor initiates arbitration within six months of the Trust's offer of payment or rejection of the claim. Upon written request and good cause, the Trust may extend this period for an additional six months.

6.4 Inactive Claim Status.

Upon submission of a claim, claimant will have the opportunity to request that his/her claim be placed on "Inactive Claim Status". The Trust shall suspend any claim requesting Inactive Claim Status for up to two years and continued upon written request for good cause shown. Upon written request by the Claimant, a claim may be reactivated in the FIFO Processing Queue and proceed through normal evaluation procedures as established by the Trust pursuant to Section 5.7.

6.5 Filing Fees. There will be a filing fee of $250.00 for each unliquidated claim which will be refunded by the Trust if the claim is allowed. The Trust may waive the refundable

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filing fee if it is determined that such a fee would create undue financial hardship for the claimant. The size of the fee will be reviewed by the Trust on a yearly basis.

6.6 Assignment of Direct Actions to the Trust. Signature by an asbestos related claimant on his or her Compromise and Release, settling the claim, will constitute his or her assignment to the Trust of any Direct Action he or she might have against any Asbestos Insurance Company. Such signature will also authorize the Trust to act as his or her sole attorney in fact to prosecute any such Direct Action at the Trust's sole discretion.

SECTION VII

General Guidelines for Liquidating and Paying Claims

7.1 Discretion to Vary the Order and Amounts of Payments in Event of Limited Liquidity. Consistent with the provisions hereof and subject to the FIFO Processing and Liquidation Queues, Maximum Annual Payment, and Disease Category Claims Payment Ratio requirements set forth above, the Trustees shall proceed with due diligence to liquidate valid Trust Claims, and shall make payments to holders of such claims in accordance with this TDP promptly as funds become available and as claims are liquidated, while maintaining sufficient resources to pay future valid claims in substantially the same manner. Because the Trust's income over time remains uncertain, and decisions about payments must be based on estimates that cannot be done precisely, they may have to be revised in light of experiences over time, and there can be no guarantee of any specific level of payment to claimants. However, the Trustees shall use his or her best efforts to treat similar claims in substantially the same manner, consistent with his or her duties as Trustees, the purposes of the Trust, the established allocation to Categories A and B, and the practical limitations imposed by the inability to predict the future with precision. In the event that the Trust faces temporary periods of limited liquidity, the Trustees may, with the consent of the TAC and the Futures Representative, suspend the normal

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order of payment and may temporarily limit or suspend payments altogether, and if appropriate, at any time may offer a Reduced Payment Option.

7.2 Punitive Damages. In determining the value of any liquidated or unliquidated Trust Claim, punitive or exemplary damages, i.e., damages other than compensatory damages, shall not be considered or allowed, notwithstanding their availability in the tort system. Notwithstanding the foregoing, nothing in this Section 7.2 shall preclude holders of claims who opt out to the tort system pursuant to Section 5.11 of this TDP from pursuing punitive or exemplary damages in such actions, however, all payments to such claimholders on recoveries of punitive or exemplary damages shall be limited as set forth in Section 5.11.

7.3 Suits in the Tort System. If the holder of a disputed claim disagrees with the Trust's determination regarding the Compensable Disease of the claim, the claimant's exposure history or the liquidated value of the claim, and if the holder has either (i) first submitted the claim to non-binding arbitration as provided in Section 5.9 above and rejected the resulting arbitration award or (ii) rejected the Trust's offer and has his or her counter-offer accepted by the Trust pursuant to Section 5.11 above, the holder may file a lawsuit in the jurisdiction where in personam jurisdiction over the Trust can be obtained. Any such lawsuit must be filed by the claimant in his or her own right and name and not as a member or representative of a class. No such lawsuit may be consolidated with any other lawsuit, with the exception of a personal injury or survival claim which may be consolidated with a wrongful death claim brought as a result of the death of the Injured Party. All defenses (including, with respect to the Trust, all defenses which could have been asserted by Thorpe) shall be available to the Trust at trial; however, the Trust may waive any defense and/or concede any issue of fact or law. If the claimant was alive

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at the earlier of the date on which the initial complaint was filed or the date the Trust Claim form was filed, the case will be treated as a personal injury case with all personal injury damages to be considered even if the claimant has died during the pendency of the claim.

7.4 Payment of Judgments for Money Damages. If and when a claimant obtains a judgment in the tort system, the claim shall be placed in the FIFO payment queue based on the date on which the judgment became final. Thereafter, the claimant shall receive from the Trust an initial payment (subject to the Payment Percentage, the Maximum Annual Payment, and Disease Category Claims Payment Ratio provisions set forth above) of an amount equal to one-hundred percent (100%) of the lesser of a) the jury award or b) the greater of (i) the Trust's last offer to the claimant or (ii) the award that the claimant declined in non-binding arbitration. The claimant shall receive the balance of the judgment, if any, in ten (10) equal installments in years six (6) through fifteen (15) following the year of the initial payment (also subject to the Payment Percentage, the Maximum Annual Payment, and Disease Category Claims Payment Ratio provisions set forth above). Under no circumstances shall interest be paid under otherwise applicable law on any judgments obtained in the tort system. The provisions of this Section 7.4 shall not apply to claim holders who pursue relief pursuant to the provisions of Section 5.11 above, as any payment to such claimholders is limited to the payment amount, if any, which such claimholders may be entitled to pursuant to Section 5.11(e).

7.5 Releases. The Trustees shall have the discretion, with the consent of the TAC and Futures Representative, to determine the form and substance of the releases to be provided to the Trust in order to maximize recovery for claimants against other tortfeasors without increasing the risk or amount of claims for indemnification or contribution from the Trust. The Release utilized by the Trust shall include all Personal Injury, Wrongful Death, and/or Derivative claims related to the

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Injured Party, with the exception of the Second Disease Claims, as described above in Section 5.8. As a condition to making any payment to a claimant, the Trust shall obtain a general, partial, limited, or other release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release.

7.6 Third-Party Services. Nothing in this TDP shall preclude the Trust from contracting with another asbestos claims resolution organization to provide services to the Trust so long as decisions about the categorization and liquidated value of Trust Claims are based on the relevant provisions of this TDP, including the Compensable Diseases, Matrix Values, Average Values, Maximum Values, and Medical/Exposure Criteria set forth in the Matrix.

7.7 Trust Disclosure of Information. Periodically, but not less often than once a year, the Trust shall make available to claimants and other beneficiaries, a statistical summary of the number of claims by Compensable Diseases that have been resolved by settlement, arbitration or trial by jurisdiction.

SECTION VIII

Miscellaneous

8.1 Amendments. Except as otherwise provided herein, the Trustees may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided he or she first obtains the consent of the TAC and the Futures Representative pursuant to the Consent Process set forth in Sections 5.6 and 6.6 and, if necessary, Sections 5.7 and 6.7 of the Trust Agreement, except that the right to amend the Disease Category Claims Payment Ratio provisions set forth above) are governed by the

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restrictions in Section 2.5 above, and the right to adjust the Payment Percentage is governed by Section 4.2 above.

8.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP. Should any provision contained in this TDP be determined to be inconsistent with or contrary to Thorpe's obligations to any insurance company providing insurance coverage to Thorpe in respect of claims for personal injury based on Thorpe Exposure, no payment shall be made by the Trust in respect of any such claim from proceeds from said insurance coverage.

8.3 Governing Law. This TDP shall be governed by, and construed in accordance with, the laws of the State Nevada and without regard to the conflict of laws principles of such State.

8.4 Attorneys' Fees. Attorneys' fees payable in connection with Trust claims paid through this TDP, whether based on hourly rates or where calculated as a percentage of recovery, shall be the lower of the fee provided in the contract between claimant and counsel or 25% of the recovery, exclusive of costs chargeable to the claimant, which costs shall be deducted from the gross amount paid before computation of fees. This recovery shall be measured by the actual payments from the Trust to the claimant, not the liquidated value of the claim. Legal fees shall be paid as payments to claimants are made by the Trust.

8.5 Exception in California. The holder of an asbestos claim who is a citizen of the State of California has the option to name the Trust as a party defendant. However, the Trust shall not participate in the litigation and shall be removed from all service lists. No payment shall be made to such holder of an asbestos claim except as provided by the Matrix and the TDP.

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In the event a California citizen opts to name the Trust in an action commenced in a California state court, the Trust shall not consent to remove the action to any federal court and if requested to do so, shall provide a declaration that it did not consent to any removal.

IN WITNESS WHEREOF, the Trustees of the J.T. Thorpe Settlement Trust have executed this J.T. Thorpe, Inc., a California corporation/J.T. Thorpe, Inc., a dissolved California corporation/Thorpe Holding Company, Inc., a California corporation/ Thorpe Technologies, Inc., a California corporation Asbestos Personal Injury Settlement Third Amendment to and Complete Restatement of Trust Distribution Procedures this 22th day of February, 2019.

TRUSTEES:

Sandra R. Hernandez, M.D.

John F. Luikart

Stephen M. Snyder

Consented to by:

FUTURES REPRESENTATIVE

David F. Levi

TRUST ADVISORY COMMITTEE

By: Alan R. Brayton

Alan R. Brayton, Chair

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Exhibit E

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TRANSITION AGREEMENT REGARDING TRUSTEE RESIGNATION

This Transition Agreement Regarding Trustee Resignation dated April 19, 2019 (**the "Agreement**") is entered into by Stephen Snyder (the **"Resigning Trustee"**) and the Western Asbestos Settlement Trust, the Thorpe Insulation Company Asbestos Settlement Trust, the J.T Thorpe Asbestos Settlement Trust and the Plant Insulation Company Settlement Trust **(the "Trusts**") through their remaining Trustees John F. Luikart and Sandra Hernandez, their Trust Advisory Committees through their Chairman Alan R. Brayton, and their Futures Representative David F. Levi (collectively, the **"Parties**"). On January 9, 2019, the Resigning Trustee properly notified the Trusts pursuant to their respective Trust Agreements that he was voluntarily retiring and resigning as a Trustee of each of the Trusts effective April 30, 2019. The Resigning Trustee was asked to extend the retirement date to May 31, 2019. The Trustees of the Trusts, the Trusts' Advisory Committees, and the Trusts' Future Representative agreed to extend the retirement date to May 31, 2019 (the **"Resignation Date**"). To enable a proper transition during and after the departure of the Resigning Trustee from the Trusts the Parties now agree as follows:

1. **Replacement of Resigning Trustee as Collateral Agent:** Pursuant to paragraph four of the Western Asbestos Settlement Trust Security Agreement dated November 15, 2018, the Resigning Trustee is hereby replaced as the Collateral Agent by the Managing Trustee of the Western Asbestos Settlement Trust effective as of the date of this Agreement. This Agreement when posted on the Trust's website shall serve as sufficient notice to the Trust and all Parties and any other interested person of such replacement.

2. **Replacement of Resigning Trustee as Managing Secured Party:** Pursuant to paragraph three of the Western Asbestos Settlement Trust Control Agreement dated November 15, 2018, the Resigning Trustee is hereby replaced as Managing Secured Party by the Managing Trustee of the Western Asbestos Settlement Trust effective as of the date of this Agreement. This Agreement when posted on the Trust's website shall serve as sufficient notice to the Trust and all Parties and any other interested person of such replacement.

3. **Confidentiality of Information:** Resigning Trustee agrees to keep confidential any and all confidential information and trade secrets that he has acquired as a Trustee of the Trusts **("Confidential Information")** except by permission or as required by law. If the Resigning Trustee is served with a subpoena or other legal process seeking disclosure of Confidential Information, the Resigning Trustee shall provide prompt notice to the Trusts.

4. **Cooperation to preserve records.** The Parties shall cooperate to preserve and protect the existing records relating to the Resigning Trustee as may be appropriate and consistent with Trust's document retention policies.

5. **Cooperation with Investigation or Litigation**: Resigning Trustee agrees at the request of the Trusts, or any of them, to reasonably cooperate in any investigation, litigation, arbitrations or regulatory proceeding regarding events that occurred during his tenure as Trustee of the Trusts. To the extent permitted by applicable law, the Trust shall reimburse Resigning Trustee for such cooperation in accordance with the Consulting Agreement.

6. **Consulting Agreement**: The Trusts have requested, and the Resigning Trustee has agreed to consult after the Resignation Date with the Trustees of the Trusts under the terms of a separate Consulting Agreement on matters pertaining to his past service as a Trustee or matters pertaining

to the continuing administration or management of the Trusts. In consulting with the Trustees or their agents or officers pursuant to this consulting agreement, the Resigning Trustee shall act solely as an independent contractor and not as a lawyer, an employee, officer or trustee of the Trusts or any of them.

7. **No knowledge of breach of Fiduciary Duty**: The Parties agree and warrant that to the best of their knowledge each of the individuals identified as Parties to this Agreement have adequately discharged all obligations owed to the Trusts and that the Parties know of no breach of fiduciary duty by any Party and know of no conduct or actions taken by any Party in violation of the Trust Agreement of any of the Trusts.

8. **Disclosure of this Agreement on Websites of Trusts**: The Trusts shall disclose the existence and terms of this Agreement on their websites promptly after the date of its execution.

9. **No waiver**: Nothing in this agreement shall be construed to diminish in any way the duties of the Trusts to provide indemnification to the Resigning Trustee under their Trust Agreements or operate as a waiver of any of the rights of the Parties under those Trust Agreements.

10. **Notice to Parties**: All notices exchanged between the Parties that in any way relate to this agreement shall be sent by overnight mail to each of the Parties at the following addresses, which may be changed from time to time through such notice:

    For Stephen Snyder:

    Stephen Snyder
    c/o Michael Molland
    Molland Law
    30 Fifth Street
    Petaluma, California 94952

    For Trusts and Trustees:

    Executive Director
    for the Trusts
    300 E. 2nd St #1205
    Reno, NV 89501

    For Trust Advisory Committees:

    Alan R. Brayton
    Brayton Purcell, LLP
    222 Rush Landing Road
    Novato, California 94948-6169

    For Futures Representative:

    David F. Levi
    Duke Law School
    210 Science Drive
    Durham, NC 27708

With a copy to

Sander L. Esserman
Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street
Suite 2200
Dallas, Texas 75201

11. **Choice of Law, Dispute Resolution, and Effective Date:** This Agreement will be governed by the laws of the State of Nevada, without regard to such state's conflict of laws rules, and when signed by all Parties shall become effective as of the Resignation date. In the unlikely event of a dispute concerning the terms of this agreement, such dispute shall be resolved upon application to the United States Bankruptcy Court for the Central District of California unless the matter relates solely to the Western Asbestos Settlement Trust or the Plant Insulation Company Settlement Trust in which case the dispute shall be resolved upon application to the United States Bankruptcy Court for the Northern District of California.

SIGNED:

Stephen Snyder, Resigning Trustee

Date: 4/19/19

John F. Luikart, Managing Trustee of the Trusts

Date: 4/19/19

Sandra R. Hernandez, Trustee of the Trusts

Date: 4/19/19

Alan R. Brayton, Chair, Trust Advisory Committees of the Trusts

Date: 4/19/19

David F. Levi, Futures Representative of the Trusts

Date: 4/19/19

Exhibit F

Investment Policy Statement

J.T. Thorpe Settlement Trust

November, 2018

Prepared by Callan Associates, Inc.

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Executive Summary

Type of Plan	Taxable Trust
Investment Planning Time Horizon	5 years
Expected Annualized After-Tax Return and Risk[1]	Return = 4.0 Risk = 6.2

Primary Goal

The J.T. Thorpe Settlement Trust (the Trust) is organized pursuant to the laws of the state of Nevada with its office in Reno, Nevada. It was established pursuant to the J.T. Thorpe, Inc., J.T. Thorpe, Inc., a dissolved California corporation; Thorpe Technologies, Inc.; Thorpe Holding Company, Inc.; (collectively the "Debtors") First Amended Joint Plan of Reorganization, dated August 5, 2005, as amended, modified or supplemented from time to time. The Trust was formed to assume the Debtors' liabilities resulting from pending and potential litigation involving individuals exposed to asbestos who have manifested asbestos-related diseases or conditions; liquidate, resolve, pay and satisfy all asbestos-related claims in accordance with the Plan. As well the Trust must preserve, hold, manage and maximize the Trust assets for use in paying and satisfying current and future allowed asbestos-related claims.

As set forth in the Trust Distribution Procedures, Section 2.4, the Trust shall estimate or model the amount of cash flow anticipated as necessary over its entire life to ensure that funds will be available to treat all present and futures claimants as similarly as possible. In order to pay the anticipated claims, the Trust relied upon an expert report filed with the U.S. Bankruptcy Court which calculated a reasonable real after tax discount rate to use in calculating the present value of the future claims to be assumed by the Trust. These estimates provided the Trust with an assumption that the assets should earn an after-tax real rate of return of approximately 1% per annum. While additional assets may be made available, the Trust will operate on the assumption that there will be no additional contributions. As such, protection of principal will be a primary goal.

The expected annualized after-tax return and risk, asset allocations, target index and portfolio benchmarks identified herein may be adjusted from time to time as agreed upon by the Trustees and as reflected in the minutes of the Trustees' meeting following such agreement.

[1] Represents expected after-tax (15%) geometric return and risk using Callan's 2016 Capital Market assumptions applied to the Portfolio Evaluation Benchmark described below.

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Long-range Asset Allocation Target

The Trust will have the following long-term asset allocation target.

Fixed Income	60%
Equity Oriented Securities[2]	40%

The long-range asset allocation target will be applicable to the long-term investable assets net of any set-asides and liquidity reserves. This asset allocation was established through quantitative and qualitative assessments of the returns and risks available in the capital markets over long-term periods as well as the diversification available from using multiple asset classes. While an investment program consisting entirely of fixed income would demonstrate the least volatility of any asset allocation considered, a quantitative study performed by the Trust's investment consultant demonstrated that the probability of exhausting Trust assets in advance of paying claims as planned was minimized by introducing an equity allocation into the portfolio. Allocations to each of the asset classes will be further diversified and tailored to reflect the tax-status of the Trust as described in the "Investment Practices" section of this policy.

Maintenance of the Strategic Asset Allocation

Target Mix With Ranges

	Low	Target	High
Fixed Income	**50%**	**60%**	**80%**
Equity Oriented Securities	**20%**	**40%**	**50%**

The Trust will from time to time adjust the asset allocation within the designated range based upon the changing cash flow needs of the Trust, claims submitted and projections of future claims. The Trust will deviate from targets over short and intermediate periods in response to liquidity needs, market performance, and the cost of asset allocation adjustments including transactions costs and the taxation of transactions. Deviations from the target allocation beyond the low or high allocations defined in the table above represent significant deviations from the return and risk characteristics of the target allocations and will prompt to the Trustees to consider moving the allocations back to toward the target allocation.

The Strategic Allocation and Target Index are to be reviewed at least annually for presentation to the Trustees and Executive Director, for reasonableness relative to significant economic and market changes, or to changes in the Trust's long-term goals and objectives. A formal asset allocation study should be conducted at least every three years to verify or amend the targets.

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[2] *Equity Oriented Securities will predominantly consist of common stock but may include other investment categories including REITs and bonds as described in the Investment Practices and Portfolio Evaluation Benchmark - Target Index sections of this document.*

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Portfolio Evaluation Benchmark – Target Index

A special target index was constructed to monitor the performance of the total fund. This target index serves as a minimum performance objective for the Trust. It is expected that in most market environments the Trust's actual asset allocation will approximately resemble the allocation expressed in the target index. The Trust will deviate from the target index over short and intermediate periods in response to liquidity needs, market performance, market outlook, and the cost of asset allocation adjustments including transactions costs and the taxation of transactions.

Target Index:

- **40% consisting of the following sub-components**
  - **25% Standard & Poor's 500 Stock Index**
  - **25% Russell 3000 Index**
  - **25% MSCI ACWI ex-US Index**
  - **25% Custom Blended Benchmark consisting of 25% 3 - Month Treasury Bills, 25% 10-Year Treasury Bonds, 25% S&P 500 Index, 25% NAREIT Index.**
- **60% consisting of the following sub-components**
  - **70% Bloomberg Barclays Capital Short Municipal Bond Index**
  - **20% Barclays Capital 1-5 Year Government Credit Index..**
  - **10% 3-Month Treasury Bills**

With the possible exception of the short duration enhanced cash portfolio, individual investment managers will be retained to manage the sub-components of the Target Index. Individual investment managers will be measured against each sub-component index and not against this total fund objective. However, it is expected that the sum of their efforts will exceed the trust objective over time.

Manager Evaluation

Investment managers will be measured relative to an appropriate market index. A market index is assigned to each Manager and is intended as a guide for the investment manager to understand the risk/reward posture of their portfolio. Managers have full discretion to manage the risk posture of their portfolios relative to their designated market index and may, with conviction and appropriate expertise, execute security strategies not reflected by their market index as long as they conform to the investment guidelines.

Trustees or Executive Director may, at either's discretion, also evaluate the investment managers relative to peer groups of managers with similar investment styles. These evaluations will take into account the exceptional nature of the Trust investment manager mandates including but not limited to custom benchmarks and the unique tax situation of the Trust.

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Review of Investments

There shall be a continual review of the investments under management by Callan Associates (Consultant). The Trustees, consultant and/or the Executive Director shall confer with the investment managers regarding investment performance, market environment and other issues as required. Each investment manager shall report pertinent data to Trust and custodian at least monthly. All legal, organizational and personnel related developments will be reported to the client and consultant as soon as practicable.

Consultant will meet with the Trustees, Executive Director, and other Trust representatives as requested by the Trustees, to review performance of the Trust and individual managers quarterly. These reviews will be conducted in the context of these guidelines.

Investment Practices

Investments will be prudent and consistent with the best investment practices, and in compliance with Trust documents including but not limited to Article 3 of the J.T. Thorpe Settlement Trust Agreement as amended.

- No more than 45% at cost or 50% at market value of total Trust assets may be invested in equities with the balance invested in Fixed Income securities or cash equivalents.
- 10% of the Trust's assets may be invested in debt securities that are non-rated or below investment grade as long as those securities are in a diversified and managed portfolio of bonds and/or stock.
- The percentage of the Trust assets (debt and equity) invested in any one company is limited to 5% at market with the exception of debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof. The Trust does not include cash equivalents in the calculation of maximums allowed for certain types of securities.
- Cash flow, other than an automatic withdrawal of the income on a monthly basis, may be required to maintain the long-range asset allocation target and to satisfy claim liabilities.

A. Equity Oriented Securities

Excluding any securities issued by the Debtors, the Trust shall not acquire or hold, directly or indirectly, any common or preferred stock, convertible securities, REITS, or Royalty Trusts ("Stock") unless such stock is included in a diversified and managed portfolio or portfolios which include various industry sectors.

1. S&P 500 Index Strategy

- The objective of the S&P 500 index strategy is to tax-efficiently track the **S&P 500 Index**, with a tracking error (defined as annualized standard deviation of the portfolio's monthly returns relative to the S&P 500) of 100 basis points or less. The percent ownership of any company is limited to 5% of market value, unless the company's representation in the S&P 500 Index is greater than 5%. If the company's representation in the S&P 500

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Index is greater than 5%, then the portfolio can hold up to that percentage, subject to a 10% limit.

2. Opportunistic Equity Strategy

- The objective of the opportunistic equity strategy is to provide for long-term growth and additional after-tax returns to the Trust and exceed the **Russell 3000 Index** over a market cycle.
- The percent ownership of any company within this portfolio is limited to 10% of portfolio market value.
- Capitalizations, sector weightings, and portfolio characteristics will be of secondary importance.
- Dividends and capital gains are of similar importance. The primary objective for pursuing dividends will be to stabilize returns.
- Portfolio turnover should be kept at a minimum to defer the recognition of capital gains and the payment of taxes.

3. International Equity Strategy

- The objective of the international equity strategy is to provide an additional source of long-term growth and after-tax returns to the Trust and exceed the **MSCI ACWI ex-US Index** over a full market cycle.
- The actively managed international equity portfolio must be diversified by country, region, industry and security. The percent ownership of any company within this portfolio is limited to 5% of the portfolio's market value. In addition exposure to Emerging Markets and Frontier Markets is limited to 35% of market value.

4. Equity Income Strategy

- The objective of the equity income strategy is to maximize income and/or growth in income by investing in securities which may include common stocks, convertible bonds, preferred stocks, REITS, royalty trusts, and bonds, including high yield debt securities. Limits include the equity limits of the Trust and the non-investment grade bond limits of the Trust as well as the individual limits on ownership of any one company's equity or debt. The percent ownership of any company within this portfolio is limited to 10% of the portfolio's market value. No more than 50% of the portfolio can be invested in fixed income securities rated below investment grade. This actively managed portfolio is expected to exceed the returns of a **custom blended benchmark consisting of 25% 3-Month Treasury Bills, 25% 10-Year Treasury Bonds, 25% NAREIT Index, and 25% S&P 500**.

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B. U.S. Fixed-Income

Allowable securities are as follows:

- U.S. Treasury and agency securities
- Agency and non-agency mortgage-backed securities backed by loans secured by residential, multifamily and commercial properties including but not limited to pass-throughs, CMOs, REMICs, CMBS, project loans, construction loans and adjustable rate mortgages
- Obligations of domestic and foreign corporations
- Asset backed securities
- Municipal bonds, both taxable and tax-exempt
- Municipal pre-refunded bonds backed by U.S. Treasury or Agency Securities
- Municipal inflation protected securities (MIPS)
- Preferred stock, including non-convertible preferred stock such as bank trust preferreds
- Money market instruments rated A-1 or P-1 or better at time of purchase
- Repurchase obligations as long as, in the opinion of the Trustees and asset manager, they are adequately collateralized
- Obligations of foreign governments and supra-national organizations
- Obligations of domestic and foreign commercial banks
- 144A securities including issues in the corporate, mortgage and asset-backed sectors
- CDs may be held as long as all of the publicly held long-term debt securities, if any, of the issuing entity are rated investment grade (see credit criteria below) or above.
- Non-investment grade bonds subject to an overall limit of 10% of Trust's assets and within a managed and diversified portfolio.

Credit Criteria

- To be deemed investment grade, securities must be rated investment grade or better at the time of purchase by a nationally recognized rating agency (Moody's, Standard & Poors and Fitch). Split rated securities shall be assumed to have the higher credit grade.
- If a portfolio holding is downgraded to below investment grade and the holding is in a portfolio which is not permitted to purchase below investment grade securities, manager shall promptly notify the Trust and provide an evaluation and recommended plan of action.

1. **Municipal Bond Crossover Portfolio**
   - The portfolio's investment objective is to provide an after-tax total rate of return that exceeds the after-tax total return of the Bloomberg **Barclays Capital Municipal Short Bond Index**.
   - The portfolio will have a targeted duration of approximately +/-40% around the benchmark (calculated using the Treasury risk basis).
   - With the exception of Treasury, Agency debentures, pass-throughs or REMICs, no more than 5% of the portfolio may be invested in securities of a single issuer.
   - 15% maximum in BBB rated securities.

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- Securities must be rated investment grade at time of purchase. Non-rated, pre-refunded bonds fully backed by U.S. Treasury and Agency Securities are exempt from this restriction.

2. **Taxable Fixed Income Portfolio**
   - The portfolio's objective is to invest in the short to intermediate portion of the yield curve and to outperform the target benchmark
   - The portfolio's benchmark is the **Bloomberg Barclays 1-5 Year Government Credit Index.**.
   - The portfolio will have a targeted duration of approximately +/-25% around the benchmark.
   - No more than 5% of the portfolio may be invested in securities of a single issuer, with the exception of the U.S. Treasury, agency and agency mortgage issues.
   - The weighted average credit quality of the portfolio shall be maintained at a minimum of A1by Moody's and/or A+ by Standard and Poor's or Fitch.
   - Securities must be rated investment grade at time of purchase.

3. **Short Duration Enhanced Cash Portfolio**
   - The portfolio's objective is to provide a high level of liquidity and preserve principal. Adding incremental yield is a secondary objective.
   - Benchmark is the **3-Month Treasury Bills.**
   - No more than 5% of the portfolio may be invested in securities of a single issuer, with the exception of the U.S. Treasury and U.S. Agency debt.
   - The portfolio's duration will not exceed 300% of the index's duration.
   - Portfolio's weighted average credit quality must be at least Aa2 by Moody's and/or AA by Standard and Poor's or Fitch.
   - All securities must be rated investment grade and have a final maturity less than or equal to 5 years from time of purchase. No more than 15% of the portfolio can be rated less than A-, or its equivalent.
   - Portfolio level spread duration cannot exceed 2 years.

C. Derivatives Policy

Derivatives shall be held for the purposes of hedging, cost reduction and liquidity enhancement only. Derivatives shall not be used for speculative purposes.

- No leverage shall be introduced through the use of derivatives
- The Trust shall not acquire or hold any options

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D. Other Investments

Pursuant to Section 3.2 (e) of the Trust Agreement as Amended, in order to achieve the overall after tax real rate of return Trust Investment objective and to meet other Trust objectives, the Trust may under conditions and terms satisfactory to the Trustees, acquire securities or other instruments issued by any person not otherwise defined in this Investment Policy ("Other Investments"), provided however that the aggregate market value of all such Other Investments after acquisition do not exceed two percent of the aggregate value of the Trust Estate.

Proxy Voting Guidelines

Investment managers employed by the Trust are required to vote proxies with the primary objective of maintaining and advancing the economic value of the Trust. Investment managers should work with the Trust custodian to ensure timely receipt of proxies. Investment managers should have specific guidelines and institute a regular review process for voting proxies.

Guidelines for Manager Selection

The Trustees and Executive Director, with the assistance of the Futures Representative and Chair of the TAC, if desired by the Trustees, will select appropriate investment managers to manage the Trust's assets. This selection process shall include the establishment of specific search criteria, and documentation of analysis and due diligence on potential candidates. All manager candidates must meet the following minimum criteria:

(1) Be a bank, insurance company, investment management company, or investment adviser as defined by the Registered Investment Advisers Act of 1940.

(2) Provide historical quarterly performance numbers calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style.

(3) Provide performance evaluation reports prepared by an objective third party that illustrate the risk/return profile of the manager relative to other managers of like investment style.

(4) Provide detailed information on the history of the firm, key personnel, key clients, fee schedule, and support personnel and demonstrate financial and professional staff stability.

(5) Clearly articulate the investment strategy that will be followed and document that the strategy has been successfully adhered to over time.

(6) All investment manager candidates are expected to comply with all laws, regulations, and standards of ethical conduct.

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Trustees

Fiduciary and Investment Responsibilities of the Trustees:

- Maintain overall responsibility for financial management of the Trust including the investment of Trust assets consistent with all Trust documents
- Determine the asset allocation of Trust assets through the Investment Policy Statement and investment manager guidelines
- Use "prudent experts" to assist in making investment decisions
- Control investment expenses
- In recognition of their fiduciary duties, the Trustees must act in good faith and not allow their personal interests to prevail over that of the Trust

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AMENDED PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled **THIRTEENTH ANNUAL REPORT AND ACCOUNTING, AUDITED FINANCIAL STATEMENTS, AND CLAIM REPORT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 29, 2019** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Michael H Ahrens mahrens@sheppardmullin.com
- Daniel J Bussel dbussel@ktbslaw.com
- Christopher Celentino chris.celentino@dinsmore.com, caron.burke@dinsmore.com;SDCMLFiles@DINSMORE.COM
- David N Chandler , courtdocsdncpc@gmail.com
- Brian L Davidoff bdavidoff@greenbergglusker.com, calendar@greenbergglusker.com;jking@greenbergglusker.com
- Asheley G Dean asheley.dean@hoganlovells.com
- Richard W Esterkin richard.esterkin@morganlewis.com
- Gary S Fergus gfergus@ferguslegal.com
- Gary S Fergus gfergus@ferguslegal.com
- Ellen A Friedman efriedman@friedmanspring.com, jquiambao@friedmanspring.com
- Gabriel I Glazer gglazer@pszjlaw.com
- Gail S Greenwood ggreenwood@pszjlaw.com, rrosales@pszjlaw.com
- Sasha M Gurvitz sgurvitz@ktbslaw.com
- Gregory K Jones gjones@afrct.com, CAcossano@dykema.com;DocketLA@dykema.com
- Eve H Karasik ehk@lnbyb.com
- Mette H Kurth kurth.mette@arentfox.com, mette-kurth-7580@ecf.pacerpro.com
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- Danielle A Pham dpham@gordonsilver.com
- Marcy Railsback marcy@bovinorailsback.com, marcyrailsback@hotmail.com
- John P Sande jps@jonesvargas.com
- Matthew J. Shier mshier@shierkatz.com, mterry@shierkatz.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Jeanne C Wanlass jcwanlass@yahoo.com
- Jeanne C Wanlass jcwanlass@yahoo.com

2. SERVED BY UNITED STATES MAIL: On **April 29, 2019** I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

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3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 29, 2019** I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Attorney Service

The Honorable Sheri Bluebond
United States Bankruptcy Court
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1534 / Courtroom 1539
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 29, 2019	Lisa Masse	*/s/ Lisa Masse*
Date	*Type Name*	*Signature*

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012 **F 9013-3.1.PROOF.SERVICE**

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