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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re: PLANT INSULATION COMPANY, a California corporation, Debtor.	Case No. 09-31347-HLB Chapter 11 **SIXTH ANNUAL REPORT AND ACCOUNTING, AUDITED FINANCIAL STATEMENTS, AND CLAIM REPORT** Date: June 12, 2018 Time: 10:00 a.m. Place: Courtroom 19 450 Golden Gate Ave., 16th Floor San Francisco, CA 94102

The Trustees of the Plant Insulation Company Asbestos Settlement Trust by and through their counsel, Eve H. Karasik of Levene, Neale, Bender, Yoo & Brill hereby file this Sixth Annual Report and Accounting, Audited Financial Statements, and Claim Report.

Respectfully submitted this 25th day of April, 2018.

By: *//s// Eve H. Karasik*
EVE H. KARASIK
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Bankruptcy Counsel for the Plant Insulation Company Asbestos Settlement Trust

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SIXTH ANNUAL REPORT AND ACCOUNTING OF PLANT INSULATION COMPANY ASBESTOS SETTLEMENT TRUST

The Trustees of the Plant Insulation Company Asbestos Settlement Trust ("Trust") hereby submit this Sixth Annual Report and Accounting ("Annual Report") covering Trust activities occurring from January 1, 2017 to and including December 31, 2017 ("Accounting Period"), and certain activities of the Trust that took place outside the Accounting Period. This Annual Report is submitted to the U.S. Bankruptcy Court for the Northern District of California, San Francisco Division, *In re Plant Insulation Company*, Case No. 09-31347-HLB, in accordance with the *Amended and Restated Second Amended Plan of Reorganization of Plant Insulation Company* filed on April 2, 2012 [Docket No. 2069] ("Plan"); the Court's April 3, 2012 *Order Confirming Amended and Restated Second Amended Plan of Reorganization of Plant Insulation Company* ("Confirmation Order") [Docket No. 2074]; the Plan, as amended by the modifications thereto filed on November 20, 2013 [Docket No. 2636] ("Modified Plan"); *Final Order Granting Motion to Preserve the Status Quo Pending Entry of a Final Confirmation Order Consistent with the Court of Appeals' Decision* [Docket No. 2691]; the Court's March 3, 2014 *Order Confirming Amended and Restated Second Amended Plan of Reorganization of Plant Insulation Company, As Modified* [Docket No. 2722] ("Modified Confirmation Order"); and the Trust Agreement, Trust 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 7.9 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 Sara Beth Brown, Executive Director, in Support of Motion to Approve and Settle Plant Insulation Company Asbestos Settlement Trust's Sixth Annual Report, the Audited Financial

[1] The Appendix [Docket Nos. 2912-2 and 2918] includes the Plan; Confirmation Order; Modified Plan; Modified Confirmation Order; Fifth Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust ("Trust Agreement"); Second Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust Bylaws ("Trust Bylaws"); Second Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust Case Valuation Matrix (the "Case Valuation Matrix"); First Amended and Completely Restated Plant Insulation Company Asbestos Personal Injury Settlement Trust Distribution Procedures ("Trust Distribution Procedures"); other controlling documents approved by this Court; and other documents as indicated.

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Statements, and the Claim Report, as described in paragraphs 6, 7, and 8, *infra*. Capitalized terms not defined herein are as defined in the Plan. This Court has approved each Annual Report beginning in 2013.

1. Effective Date: On April 3, 2012, this Court entered the Confirmation Order. In compliance with Sections 4.1 and 7.2 of the Plan, the Effective Date of the Trust is November 16, 2012. On March 3, 2014, this Court entered the Modified Confirmation Order. Therefore, the Modified Effective Date of the Trust is September 22, 2014.

2. Appointment of Trustees: In the Confirmation Order, this Court approved the appointment of John F. Luikart and Sandra R. Hernandez, M.D. as the initial trustees of the Trust, who have acted in that capacity since the Effective Date of the Trust. In the Modified Confirmation Order, this Court approved Stephen M. Snyder's appointment as the third Trustee of the Trust on November 28, 2012, as well as his designation as Managing Trustee on February 7, 2013. Mr. Snyder has acted in that capacity since that time.

3. Appointment of Trust Advisory Committee ("TAC"): In the Confirmation Order and Modified Confirmation Order, this Court approved the appointment of Jerry Neil Paul, Matthew Bergman, David McClain, Alan Brayton, and Ronald Shingler as the initial members of the TAC. Mr. Brayton has served as the Chair of TAC since the Effective Date of the Trust. Messrs. Paul, Bergman, McClain and Shingler have continued to serve as members of the TAC since the Effective Date of the Trust.

4. Appointment of Futures Representative: The Honorable Charles B. Renfrew, retired, was appointed as the Futures Representative in the Debtor's case on June 2, 2009, and his continued appointment as the Futures Representative of the Trust was approved by this Court in the Confirmation Order and Modified 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. On December 22, 2017 the Trustees retained a search professional to conduct a search for Judge Renfrew's successor. After conducting interviews with several candidates, the Trustees selected David F. Levi to succeed the late Honorable Charles B. Renfrew, retired. The Trust's Motion for Order Approving Trustees' Selection of David F. Levi to Serve as Futures Representative was filed

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on March 15, 2018. No objections were filed and on April 10, 2018, the Order Granting Plant Insulation Company Asbestos Settlement Trust's Motion for Order Approving Trustees' Selection of David F. Levi to Serve as Futures Representative was entered.

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. 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 comply with all withholding obligations as legally required, including fulfilling requirements to maintain its status as a Qualified Settlement Fund. The 2016 federal tax return was filed by its extended due date of September 15, 2017 and the 2017 federal tax return will be filed by its extended due date of September 15, 2018. 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, 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 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 accounting principles generally accepted in the United States, except for the special-purpose accounting methods . . . .

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 accounts to be audited by independent certified public accountants, Grant Thornton, LLP. The Trust's audited financial statements ("Audited Financial

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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 utilized by the Trust. These Audited Financial Statements show, among other things, that as of December 31, 2017, total Trust assets were $245,360,649, total liabilities were $6,138,422, and Net Claimants' Equity was $239,222,227.

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 Plant Asbestos Settlement Trust Claim Report As Of December 31, 2017 ("Claim Report"), is attached hereto as Exhibit "B". During the Accounting Period, the Trust received 687 claims, paid 489 claims, and made settlement offers on 634 claims. Since the Trust received its first Trust Claim[2] on February 23, 2015, the Trust has received 2,491 Trust Claims, paid 1,001 Trust Claims, and 906 Trust Claims have been withdrawn or rejected.[3]

Section 5.5 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 settlement agreement entered into prior to the Petition Date for the particular claim, or (ii) a judgment of any kind entered on or before October 15, 2007 (collectively, "Pre-Petition Liquidated Claims"). On April 2, 2018, the Trust received one (1) Pre-Petition Liquidated Claim for payment. The Trust is currently reviewing the documentation submitted.

9. Public Inspection: In compliance with Section 2.2(c)(iii) of the Trust Agreement, the Annual Report, including the Audited Financial Statements and Claim Report, has been provided to the TAC, the Futures Representative, and the Office of the United States Trustee with responsibility for the Northern District of California. The Trust filed the Annual Report,

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

[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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including the Audited Financial Statements and Claim Report, with the Bankruptcy Court for the Northern District of California. Accordingly, the Annual Report and all attached and related documents are available for inspection by the public.

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 per year, as close as practicable on a quarterly basis. The Trustees held five (5) meetings during the Accounting Period (March 16-17, 2017, April 20, 2017, September 22, 2017, October 17, 2017, and December 6, 2017). The April, September, October and December meetings were held in Nevada, and the March meeting was held in Arizona.

11. Arbitrations: During the Accounting Period, no arbitrations were held pursuant to Section 5.10 of the Trust Distribution Procedures.

12. Funds Received Ratio: Sections 2.3 and 4.2 of the TDP provide that the Initial Funds Received Ratio will be set by the Trust, with the consent of the TAC and Futures Representative, once the Trust has collected sufficient assets to make the expense and burden on claimants of a distribution worthwhile. As initially described in the Trust's Fourth Annual Report, the Initial Funds Received Ratio was set at 9% on February 26, 2015 and on September 15, 2015, it was adjusted to 8.6%.

13. Disease Category Claims Payment Ratio: Section 2.5 of the TDP provides that the Trust, with the consent of the TAC and Futures Representative, will set the Disease Category Claims Payment Ratio for claims that were unliquidated as of the Petition Date. As initially described in the Trust's Fourth Annual Report, the Disease Category Claims Payment Ratio for "Category A" claims (malignant claims) was set at 88% and the Disease Category Claims Payment Ratio for "Category B" claims (non-malignant claims) was set at 12% on March 24, 2015.

14. Maximum Annual Payment: Section 2.4 of the TDP requires that the Trust calculate an annual payment for claims 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 $16,000,000, plus the amount of excess funds carried

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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.

15. Inflation Adjustment: Section 5.4(d) of the TDP requires that all claims payments be adjusted for inflation annually beginning with the calendar year after the Effective Date of the Trust. Prior to 2015, the Trust had not received nor paid any claims. Therefore, beginning in 2016, all claims payments made during a calendar year included 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 December 6, 2017 meeting, the CPI-W to be published in January 2018 was approved for use by the Trust in making the 2018 cost of living adjustment for claims payments. The CPI-W of 2.20% was issued on January 12, 2018 and all inflation adjustments are cumulative. Consequently, all claims payments made during the 2018 calendar year will have a cumulative inflation rate of 4.66% added to the payment amount.

16. 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 2018 budget and the required four-year budget and cash flow projections on December 6, 2017. Pursuant to the Trust Agreement, these were provided to the TAC and Futures Representative. The budget for operating expenses in 2018 totals $1,635,500.[4]

17. Trust Facilities and Services Sharing Agreement with Western Asbestos Settlement Trust: As initially described in the Trust's Second 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 Second Annual Report. As described in the Trust's Fifth Annual Report, pursuant to the annual reconciliation of fees presented on March 16, 2017, the

[4] This figure excludes claimant payments budgeted for $16,000,000, extraordinary legal fees budgeted for $525,000, and investment fees budgeted for 737,021.

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Trust and the Western Trust agreed that the advance payments would be $38,000 per month for 2017. Pursuant to the annual reconciliation of fees presented on February 22, 2018, the Trust and the Western Trust agreed that the advance payments shall be $36,000 per month for 2018. The total amount paid by the Trust to the Western Trust, after accounts were reconciled for 2017, was $428,839.

18. Creation of Site List: As initially described in the Trust's Third Annual Report, the Trust has been in the process of compiling site lists by reviewing records, as well as soliciting assistance and information from claimants and their attorneys and from former counsel to and employees of the Debtor. On April 16, 2015, the Preliminary Plant Asbestos Site List ("Preliminary List") was approved and on September 15, 2015, April 14, 2016, September 23, 2016, March 16, 2017 and September 22, 2017, modifications to the Preliminary List were approved. The Trust continues to review information that has been submitted to the Trust with respect to locations where Plant Insulation Company's asbestos operations were conducted. Some of this information has been submitted as supporting documentation specific to a particular claimant when a claim is filed. The Trust has also obtained broad historical information from other sources, including, but not limited to, Plant Insulation Company's business records. The Trust has been working, and will continue to work, to identify and verify the historical information regarding exposure sites and relevant dates that would have broader application than just a single claimant. As the Trust becomes satisfied that it has sufficiently verified historical information about the location and dates of Plant Insulation Company's asbestos operations, it will seek approval of additional modifications to the Preliminary List.

19. Custodial Accounts: In November of 2012, the Trust established a custody relationship and opened accounts with Wells Fargo Bank, N.A., to act as custodian for the Trust.

20. Settlement Fund: In February of 2013, the Settlement Fund was established at Wells Fargo Bank, N.A. to pay valid claims.

21. Operating Fund: In August of 2014, the Operating Fund was established at Wells Fargo Bank, N.A., to pay anticipated operating expenses of the Trust. During the Accounting

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Period, transfers were made from the Settlement Fund to the Operating Fund to pay anticipated operating expenses of the Trust.

22. 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 December of 2014, the Trust established an indemnity fund at Wells Fargo Bank, N.A., in the amount of $10,000,000 to provide liability coverage for the Trustees, the Futures Representative and the TAC, and their agents to pay the expenses, costs and fees (including attorneys' fees and costs) associated with defending any judicial, administrative, or arbitrative action, suit or proceeding. All interest earned by the fund is returned to the Trust quarterly. During the Accounting Period, no claims were made against and nothing was paid from the fund.

23. Legal Disputes:

a. *Snyder, et al. v. California Insurance Guarantee* Association: On August 30, 2017, the Trust filed a lawsuit against the California Insurance Guarantee Association ("CIGA") in the Alameda Superior Court, Civil Case No. RG17873523. This action seeks declaratory relief and damages for CIGA's breach of a settlement agreement and its statutory obligations pursuant to the settlement agreement. On December 21, 2017, the Trust filed its First Amended Complaint. Defendant CIGA filed a demurrer to and a motion to strike the First Amended Complaint with a hearing date of May 24, 2018. At a recent Case Management Conference, Judge Pulido, the judge assigned to this matter, offered to send this matter to a settlement judge or in the alternative, for the parties to agree to a mediator. Due to the costs associated with mediation, the Trust opted to pursue a settlement judge. The parties are currently waiting for the assignment of a settlement judge and have indicated that the conference with the settlement judge can go forward prior to the May 24 hearing. Judge Pulido also set a further Case Management Conference for July 24, 2018..

b. *Mandelbrot Law Firm and Michael J. Mandelbrot Settlement*: As initially described in the Trust's Third Annual Report, on January 23, 2014, an agreement with the

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Mandelbrot Law Firm and its principal, Michael J. Mandelbrot (herein "Mandelbrot") made on the record during a bench trial of the J.T. Thorpe Trust and Thorpe Insulation Trust (collectively the "Thorpe Trusts") adversary proceedings against Mandelbrot (*J.T. Thorpe Settlement Trust and Thorpe Insulation Company Asbestos Settlement Trust,* U.S. Bankruptcy Court for the Central District of California Case No. 2:12-ap-02182BB) presided over by the Honorable Sheri Bluebond, requiring that Mandelbrot transfer all its pending claims to other counsel and cease "immediately" further claims-filing activity with the Thorpe Trusts. The evidence produced during pre-trial discovery, and in the trial before Judge Bluebond in January 2014, caused the Trustees of this Trust to conclude that it was appropriate to bar Mandelbrot from submitting claims to this Trust, i.e., to impose a similar limitation with regard to this Trust that the Thorpe Trusts had imposed on Mandelbrot in mid-2013. In the stipulation, Mandelbrot agreed, among other things, that the Thorpe Trusts' decision to stop accepting further evidence from Mandelbrot in 2013 was reasonable and, further, that it was reasonable for this Trust to take similar action now and bar Mandelbrot from submitting claims to this Trust. Accordingly, this Trust became a party to the stipulated agreement and since then has acted in conformity with its terms.

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

Mandelbrot filed a Motion to Stay Enforcement of the Judgment and Order Following Trial. On May 27, 2014, Judge Bluebond of the U.S. Bankruptcy Court for the Central District of California 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 of the United States District Court for the Central District of California, who had been assigned to hear Mandelbrot's appeal of the Judgment and Order. Prior to the hearing on the motion, which was scheduled for July 7, 2014, Judge Phillips denied Mandelbrot's motion on the

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grounds that Mandelbrot had failed to meet the burden of establishing an abuse of discretion by the Bankruptcy Court in denying the requested stay.

Thereafter, on June 18, 2014, and pursuant to a briefing schedule established by the United States District Court, Mandelbrot filed a District Court brief. Briefing on Mandelbrot's appeal was completed on July 15, 2014, and 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. Mandelbrot filed an opening brief in late January 2016 and the Trusts filed their responsive brief on February 26, 2016. Mandelbrot filed a reply brief on April 7, 2016. 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 and Judge Bluebond set a hearing on December 12, 2017 to address the District Court's remand order. At the December 12th hearing, Judge Bluebond set a briefing schedule to address the remand issues and set a hearing on the issues for February 2, 2018. The parties filed opening and reply briefs according to the schedule set out by Judge Bluebond. 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 on February 8, 2018. In her findings, Judge Bluebond held that *Golden v. Cal. Emer. Phys. Med. Group*, 782 F.3d 1083 (9th Cir. 2015), properly construed, does not apply to this case because the California policies (employee mobility and free competition) supporting *Golden*'s limited extension of the *Edwards v. Arthur Andersen LLP*, 44 Cal. 4th 937 (2008) categorical rule against non-competition covenants are not implicated by the claim-filing prohibition Mandelbrot agreed to

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in this case. Rather, the settlement is designed only to protect the respective parties in dealing with each other.

Judge Bluebond found that the Trusts do not compete with Mr. Mandelbrot nor do they employ him. Judge Bluebond further held that since neither *Golden*, nor any other public policy recognized by the California courts applies here, the "rule of reason" governs application of § 16600 to the settlement under a long line of California authorities rooted in common law. The rule of reason requires a balancing of any competitive concerns against the legitimate interests of the protected party and after addressing a number of factors, Judge Bluebond came to the conclusion that the settlement is not void under § 16600.

Judge Bluebond further held that California law, properly construed, does not conflict with § 524(g) and the court approved TDPs implementing the statutory requirements of § 524(g)(2)(B)(i) and § 524(g)(2)(B)(ii)(V). If the Court were to construe § 16600 to preclude the Trusts, acting in full compliance with their court-approved TDPs, from prohibiting a professional the Trustees have reasonably determined to be unreliable from agreeing to file no further claims against the Trusts, then the California statute as so construed would conflict with federal policies governing the administration of asbestos trusts created under § 524(g) and would be preempted. The settlement would thus still be enforceable under federal law.

In sum, Judge Bluebond held that the settlement and the claim-filing prohibition are 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 is reasonable and does not operate as a restraint of a substantial character on Mandelbrot's practice.

Mandelbrot filed his notice of appeal on February 20, 2018 and his Designation of Record and Issues on Appeal on March 6, 2018. The Trust filed its Counter-designation of the record on March 20, 2018.

As a result of the stipulation, and consistent with its terms, the Trust is not accepting claims from Mandelbrot. 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

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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 has published allegations of Trust fiduciary misconduct similar in tone 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.

24. Pending Claimant Carveout: As initially described in the Trust's Third Annual Report and Accounting, this Court approved the Trust's settlement with the Resolute carriers on August 29, 2014 by entering the *Order (A) Approving Settlement Agreement with the Resolute-Related Parties, (B) Designating the Resolute-Related Parties as Settling Asbestos Insurers Under the Plan, and (C) Approving the Sale of Insurance Policies Free and Clear of Liens, Claims, and Interests (D) Approving the Pending Claims Carveout and Associated Procedures; and (E) Approving Reconsideration Procedures* [Docket No. 2840]. As part of that settlement, the Pending Claims Carveout was created with 5.7% of the gross settlement amount ($6,270,000) to be divided among persons who had active pending tort claims against the Debtor at the time of the settlement, as well as a third party neutral for fees and expenses incurred to evaluate and assign monetary values to those claims. The Trust then enlisted the professional services of Kenneth Prindle of Prindle, Goetz, Barnes & Reinholtz LLP as the third-party neutral based on his significant expertise and experience in asbestos litigation. Mr. Prindle's fees and expenses were $70,740, leaving $6,199,260 for the 129 claimants entitled to funds from the Pending Claimant Carveout. Of those 129 claimants, 107 have accepted and 22 have rejected the amount assigned by Mr. Prindle. The total allocated for those 107 claimants is $4,550,758 and for those 22 claimants is $1,648,512. As of December 31, 2017, the Trust received proper releases for all 107 claimants and paid the total of $4,550,758. The $1,614,401 in rejected funds has been reclassified as Net Claimants' Equity and those 22 claimants who rejected Mr. Prindle's assigned amounts may file a claim with the Trust based on the TDP.

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25. Amendments to the Trust Documents: Modifications to Sections II(a), II(b)(v), II(b)(vi), III(a), III(b)(v), III(b)(vi), IV(a), IV(b)(v), IV(b)(vi), V(a), V(b)(iv), V(b)(v) and V(vii) of the Case Valuation Matrix were approved on December 6, 2017. A copy of the Third Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust Case Valuation Matrix is attached hereto as Exhibit "C". Amendments to Sections 2.2(g) and 7.5 of the Trust Agreement were approved on April 19, 2018. A copy of the Sixth Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust Agreement is attached hereto as Exhibit "D".

26. Notifications to Beneficiaries: During the Accounting Period and, additionally, from January 1, 2018 to and including April 18, 2018, the following notifications were placed on the Trust's Web site:

a. Notice of modifications to site list (posted March 22, 2017);

b. Notice of interrogatory requirements (posted March 31, 2017);

c. Notice of hearing on the Trust's Fifth Annual Report and Accounting (posted April 27, 2017);

d. Notice of possible increase in base case for economic and medical loss (posted September 26, 2017);

e. Notice of modifications to site list (posted September 28, 2017);

f. Notice of increase in base case for economic and medical loss (posted November 9, 2017);

g. Notice of timing of requests for consideration at Trustees' meetings (posted December 12, 2017);

h. Notice of modification to Case Valuation Matrix (posted December 13, 2017);

i. Statement on the death of Futures Representative, retired federal judge, the Hon. Charles Renfrew (posted December 19, 2017);

j. Notice of 2018 indexed base case values for economic and medical loss (posted February 7, 2018);

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k. Reminder re: timing of requests for consideration at the April 2018 Trustees' meeting (posted March 5, 2018); and

l. Notice of posting updated Case Valuation Matrix (posted April 11, 2018).

27. Scenario Planning: As described in the Trust's Fifth Annual Report, the Trustees instructed the Trust's Executive Director to conduct preliminary research and present information to them concerning scenario planning in the spring of 2016. The Trustees reviewed the research and asked the Executive Director to do further research on scenario planning. The purpose of scenario planning is to prepare for the eventual reduction in the Trust's corpus while managing those resources pursuant to Section 524(g) of the Bankruptcy Code and also to be prepared for an unforeseen event that cripples the Trust's ability to comply with its objectives. The Trust continued further work on the scenario planning throughout 2017, including presentations at January and March 2017 meetings.

28. Filing Fee: Pursuant to Section 6.4 of the TDP, the filing fee was reviewed at the September 22, 2017 meeting and there were no recommended changes to the existing $250.00 fee during the Accounting Period or as of the date hereof

29. Trustees' 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 $41,088 paid in quarterly installments. The total paid to all Trustees for hourly compensation and for reimbursement of expenses was $101,611 and $447, respectively.

30. 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. Fergus, a Law Office: Counsel to the Honorable Charles Renfrew, Futures Representative;

b. Morgan Lewis & Bockius: Counsel to the Debtors in connection with insurance coverage litigation;

c. Schiff Hardin LLP: Law firm that acts as outside general counsel for the Trust and assists with various legal matters as requested by the Trust;

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d. Western Asbestos Settlement Trust for shared services pursuant to the Trust Facilities and Services Sharing Agreement, as described in paragraph 17, *supra*; and

e. Westwood Management Corporation: One of five investment managers for the Trust described in paragraph 31, *infra*.

31. 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 Associates, Inc. continued to assist the Trust during the Accounting Period as its investment consultant. Harding Loevner, LP, Segall Bryant & Hamill, Standish Mellon Asset Management Company, LLC, State Street Global Advisors, and Westwood Management Corporation have continued to act as investment managers to the Trust.

Additionally, the Trust's Investment Policy Statement was amended on December 6, 2017 and on February 22, 2018. Copies of the December 2017 and February 2018 Investment Policy Statements are attached hereto as Exhibits "E" and "F", respectively.

***

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 so doing, the Trust carefully complied with all Plan documents and the mandates of this Court.

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EXHIBIT A

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Financial Statements and Report of Independent Certified Public Accountants

Plant Asbestos Settlement Trust

December 31, 2017 and 2016

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Report of Independent Certified Public Accountants

Trustees
Plant Asbestos Settlement Trust

We have audited the accompanying financial statements of Plant Asbestos Settlement Trust, ("the Trust"), which comprise the statements of net claimants' equity as of December 31, 2017 and 2016, and the related statements of change in net claimants' equity and cash flows for the years 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. 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 audits. We conducted our audits 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 Plant Asbestos Settlement Trust as of December 31, 2017 and 2016, and the changes in net claimants' equity and cash flows for the years then ended in accordance with the Trust's other basis of accounting.

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Basis of accounting

We draw attention to Note A.2 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

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 years ended December 31, 2017 and 2016, 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. These additional procedures included comparing and reconciling the 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 the Trust Advisory Committee, and the United States Bankruptcy Court for the Northern District of California, San Francisco Division and is not intended to be and should not be used by anyone other than these specified parties.

Grant Thornton LLP

Reno, Nevada
April 19, 2018

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Plant Asbestos Settlement Trust

STATEMENTS OF NET CLAIMANTS' EQUITY

December 31,

	2017	2016
ASSETS		
Cash, cash equivalents and investments		
Available-for-sale		
Restricted	$ 10,000,000	$ 10,000,000
Unrestricted	218,245,050	217,408,364
	228,245,050	227,408,364
Accrued interest and dividend receivables	724,598	567,350
Deferred tax asset	16,391,000	17,360,000
Total assets	$ 245,360,648	$ 245,335,714
LIABILITIES		
Accrued expenses	$ 152,471	$ 259,309
Claims processing deposits	366,000	329,250
Pending claimant carveout	-	4,539,973
Outstanding settlement offers	5,187,950	3,949,627
Facility and staff sharing agreement payable	432,000	456,000
Total liabilities	$ 6,138,421	$ 9,534,159
NET CLAIMANTS' EQUITY	$ 239,222,227	$ 235,801,555

The accompanying notes are an integral part of these statements.

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Plant Asbestos Settlement Trust

STATEMENTS OF CHANGES IN NET CLAIMANTS' EQUITY

Years ended December 31,

	2017	2016
Net claimants' equity, beginning of year	$ 235,801,555	$ 239,136,303
Additions to net claimants' equity		
Initial funding	1,500,000	3,296,394
Investment income	4,289,325	3,497,179
Net realized and unrealized gains on available-for-sale securities	12,923,503	4,492,044
Reduction in claimant carveout	4,539,973	1,730,027
Net decrease in facility and staff sharing agreement	24,000	72,000
Total additions	23,276,801	13,087,644
Deductions from net claimants' equity		
Operating expenses	2,097,024	2,184,897
Carveout claims paid	4,237,511	383,987
Provision for income taxes, deferred	969,000	128,000
Increase in Trust offers outstanding	1,238,323	3,453,286
Trust claims paid	11,314,271	10,272,222
Total deductions	19,856,129	16,422,392
Net claimants' equity, end of year	$ 239,222,227	$ 235,801,555

The accompanying notes are an integral part of these statements.

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Plant Asbestos Settlement Trust

STATEMENTS OF CASH FLOWS

Years ended December 31,

	2017	2016
Cash inflows:		
Initial funding	$ 1,500,000	$ 3,296,394
Investment income receipts	4,132,077	3,254,460
Increase in claims processing deposits	36,750	152,000
Net realized gains on available-for-sale securities	8,499,771	2,998,307
Total cash inflows	14,168,598	9,701,161
Cash outflows:		
Claim payments made	11,314,271	10,272,222
Carveout claim payments made	4,237,511	383,987
Disbursements for Trust operating expenses	2,203,862	2,072,758
Total cash outflows	17,755,644	12,728,967
Non-cash changes:		
Net unrealized gains on available-for-sale securities	4,423,732	1,493,737
Total non-cash changes	4,423,732	1,493,737
NET INCREASE (DECREASE) IN CASH EQUIVALENTS AND INVESTMENTS AVAILABLE-FOR-SALE	836,686	(1,534,069)
Cash and cash equivalents, beginning of year	227,408,364	228,942,433
Cash and cash equivalents, end of year	$ 228,245,050	$ 227,408,364

The accompanying notes are an integral part of these statements.

Plant Asbestos Settlement Trust

NOTES TO FINANCIAL STATEMENTS

December 31, 2017 and 2016

NOTE A - SUMMARY OF ACCOUNTING POLICIES

1. Description of Trust

Plant Asbestos 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 Plant Insulation Company (the "Debtor") Amended and Restated Second Amended Plan of Reorganization (the "Plan"), as modified, dated November 20, 2013. The Trust was formed to assume the Debtor's liabilities resulting from pending and potential litigation involving individuals exposed to asbestos who have manifested asbestos-related diseases or conditions, for which the Debtor has legal responsibility; 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 the Plan's Effective Date of November 16, 2012, the Trust assumed liability for existing and future asbestos related claims against the Debtor. The Trust's Modified Effective Date is September 15, 2014.

The Trust was initially funded with cash, a note receivable and insurance settlement proceeds. The Trust's funding is dedicated solely to the settlement of asbestos related claims and the related costs thereto, as defined in the Plan.

The Trust processes and pays all asbestos related claims in accordance with the Plant Asbestos 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).

2. 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 Plant Insulation Company and its liability insurers is recorded directly to net claimants' equity. These funds do not represent income of the Trust. Offers for asbestos related 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.

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NOTE A - SUMMARY OF ACCOUNTING POLICIES - Continued

2. Special-Purpose Accounting Methods - Continued

- 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 liabilities for unpaid claims is reflected in the statement of net claimants' equity and 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.
- 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 statements of changes in net claimants' equity. Net realized and unrealized gains and losses on available-for-sale securities are recorded as separate components on the statement of changes in net claimants' equity. The fair value hierarchy of investments is reported.
- Realized gains/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/losses are reversed and recorded net, as a component of net realized and unrealized gains/losses in the statement of changes in net claimants' equity.

3. Cash and Cash Equivalents

Cash and cash equivalents include demand deposit accounts and cash invested in money market funds.

4. Investments

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.

5. Deposits

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

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NOTE A - SUMMARY OF ACCOUNTING POLICIES - Continued

6. Use of Estimates

The preparation of financial statements in conformity with the special-purpose accounting methods described above requires management 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.

7. Concentration of Risk

Financial instruments that potentially subject the Trust to concentrations of risk consist of cash and cash equivalents. Cash equivalents consist of money market accounts. 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.

8. 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, 2017, 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 2014 and state examinations for years before 2013.

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NOTE B - 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, 2017	
	Cost	Fair Value
Restricted		
Cash equivalents	$ 278,344	$ 278,344
U.S. Government obligations	2,974,436	2,964,877
Municipal bonds	175,487	173,591
Asset backed securities	399,397	398,614
Corporate and other debt	6,204,411	6,184,574
Total restricted	10,032,075	10,000,000
Unrestricted		
Cash demand deposits	312,301	312,301
Cash equivalents	18,355,499	18,355,499
Equity securities	72,987,171	77,666,699
U.S. Government obligations	63,279,401	63,216,610
Municipal bonds	3,064,561	3,025,856
Asset backed securities	6,623,524	6,593,801
Corporate and other debt	49,052,968	49,074,284
Total unrestricted	213,675,425	218,245,050
Total funds	$ 223,707,500	$ 228,245,050

	December 31, 2016	
	Cost	Fair Value
Restricted		
Cash equivalents	$ 634,665	$ 634,665
U.S. Government obligations	4,294,198	4,236,474
Municipal bonds	127,291	125,495
Asset backed securities	462,433	461,336
Corporate and other debt	4,586,513	4,542,030
Total restricted	10,105,100	10,000,000
Unrestricted		
Cash demand deposits	567,308	567,308
Cash equivalents	19,920,493	19,920,493
Equity securities	53,412,623	54,231,351
U.S. Government obligations	99,005,132	98,654,084
Municipal bonds	3,355,815	3,319,214
Asset backed securities	6,115,277	6,077,892
Corporate and other debt	34,829,460	34,638,022
Total unrestricted	217,206,108	217,408,364
Total funds	$ 227,311,208	$ 227,408,364

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NOTE B - CASH, CASH EQUIVALENTS AND INVESTMENTS - Continued

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, 2017 and 2016.

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

	December 31, 2017	
	Level 1	Level 2
Assets		
Cash demand deposits	$ 312,301	$ -
Cash equivalents	18,633,843	-
Equity securities	77,666,699	-
U.S. Government obligations	3,017,763	63,163,724
Municipal bonds	-	3,199,447
Asset-backed securities	-	6,992,415
Corporate and other debt	55,258,858	-
	$ 154,889,464	$ 73,355,586

	December 31, 2016	
	Level 1	Level 2
Assets		
Cash demand deposits	$ 567,308	$ -
Cash equivalents	20,555,158	-
Equity securities	54,231,351	-
U.S. Government obligations	70,955,282	31,935,276
Municipal bonds	-	3,444,709
Asset-backed securities	-	6,539,228
Corporate and other debt	39,180,052	-
	$ 185,489,151	$ 41,919,213

NOTE B - CASH, CASH EQUIVALENTS AND INVESTMENTS - Continued

The Trust's policy is to recognize transfers in and out of levels within the fair value hierarchy at the actual date the event or change in circumstance caused the transfer. Between the measurement dates of December 31, 2016 and December 31, 2017, no securities were transferred between Level 1 and Level 2.

The maturities of the Trust's available-for-sale securities at market value are as follows as of December 31, 2017:

	Less than 1 Year	After 1 Year Through 5 Years	After 5 Years Through 10 Years	After 10 Years
U.S. Government obligations	$ 27,971,037	$ 34,203,787	$ 1,093,700	$ 2,912,963
Municipal bonds	25,009	2,949,572	224,866	-
Asset backed securities	-	5,300,429	591,804	1,100,182
Corporate debt	4,685,485	40,222,347	7,748,772	2,602,254
	$ 32,681,531	$ 82,676,135	$ 9,659,142	$ 6,615,399

NOTE C - 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	$ 109,653

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, 2017 and 2016 were $0.

Total depreciation expense related to asset acquisition using accounting principles generally accepted in the United States would have been approximately $8,200 and $8,200 for the years ended December 31, 2017 and 2016, respectively.

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NOTE D - CLAIM LIABILITIES

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

The cases underlying the Pre-Petition Claims were stayed by the court until the Plan was approved. The Trust has not received any Pre-Petition Claims for payment.

For all 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 claims system development, but was put back in place on September 28, 2017. During the year ended December 31, 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 Funds Received Ratio 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 Funds Received Ratio is increased. In that instance, the Trust would be obligated to retroactively pay the increased percentage to all eligible previously paid claimants (see Note H).

In the interest of treating all claimants equitably in accordance with the Plan, the TDP provides for an adjustment for inflation, and the Trustees have recommended that all payments made beginning with the calendar year ended December 31, 2015 and future years shall include such 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 Adjustment of 4.66% and 2.41% are included in outstanding claims liabilities as of December 31, 2017 and 2016, respectively.

The Trust processed and approved $12,552,594 and $13,725,508 of Trust Claims during the year ended December 31, 2017 and 2016, respectively.

NOTE E - PENDING CLAIMANT CARVEOUT

Pursuant to court orders, the Trust recorded a pending claimant carveout equal to 5.7% of settlements received from certain insurance carriers. These funds were set aside to pay 129 claims filed prior to the effective date of the Trust. As of December 31, 2017, 107 claims were paid and 22 did not accept the carveout and are expected to file new claims with the Trust.

NOTE F - LEGAL FEES - COVERAGE LITIGATION

For the years ended December 31, 2017 and 2016, the Trust incurred a total of $180,000 and $300,000, respectively, of contingent and hourly fees for coverage litigation.

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NOTE G - 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. The monthly payment in 2017 was $38,000. The monthly payment in 2016 was between $44,000 and $40,000. Agreement provisions allow for automatic renewal 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 cost over payments or payments over cost is required to be repaid by the benefited party with interest. The reconciliation for 2017 and 2016 were performed and recorded in the current period. The reconciliation for the years ended December 31, 2017 and 2016 resulted in a reimbursement from the Western Trust of approximately $27,000 and $22,000, respectively. The monthly payment for 2018 was decreased to $36,000. The future payments under this agreement have been recorded as a liability on the accompanying statement of net claimants' equity.

NOTE H - NET CLAIMANTS' EQUITY

The Trust was created pursuant to the Plan confirmed by the United States Bankruptcy Court for the Northern District of California, San Francisco 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 scheduled disease values, and individual factual information concerning each claimant as set forth in the Trust Documents.

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 Funds Received Ratio is calculated such that the Trust will have no remaining assets or liabilities after the last future claimant receives his/her pro rata share.

The Trustees, with the consent of the Trust Advisory Committee ("TAC") and Futures Representative, set the Initial Funds Received Ratio at 8.6%, based upon the analysis and advice of the Trust's expert economist. The TDP requires the Trustees, with the consent of the TAC and the Futures Representative, to periodically review the Funds Received Ratio and, if appropriate, propose additional changes in the pro rata Funds Received Ratio based on updated assumptions regarding the Trust's future assets and liabilities and if appropriate, propose additional changes in the Funds Received Ratio.

NOTE I - RESTRICTED CASH, CASH EQUIVALENTS AND INVESTMENTS

To limit the high costs of director and officer liability insurance, and pursuant to the Trust Agreement, the Trust has elected to be partially self-insured and has established a segregated security fund of $10 million. These funds are devoted exclusively to securing the obligations of the Trust to indemnify the former and current Trustees and officers, 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, 2017 and 2016, cash, cash equivalents and investments of $10,000,000 were restricted for these purposes. In addition, the Trust has insurance policies providing $5,000,000 in coverage.

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NOTE J - 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 39.6% for the years ended December 31, 2017 and 2016, 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.

The Trust has recorded a deferred tax asset of approximately $18 million reflecting the benefit of approximately $48.7 million in operating loss carryforwards, which expire in 2034. Realization is dependent on generating sufficient taxable income prior to expiration of the loss carryforward. As of December 31, 2017, the Trust believes that all of the operating loss carryforwards will be utilized prior to their expiration due to increase in future estimated earnings.

The provision for income taxes consists of the following for the years ended December 31:

	2017	2016
Federal income tax - current	$ -	$ -
Deferred income tax expense	969,000	128,000
	$ 969,000	$ 128,000

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

	2017	2016
Deferred tax asset (liability)		
Operating loss carryforward	$ 18,038,000	$ 23,468,000
Fixed assets	32,000	37,000
Unrealized gain	(1,679,000)	(45,000)
	16,391,000	23,460,000
Valuation allowance	-	(6,100,000)
	$ 16,391,000	$ 17,360,000

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 year ended December 31, 2017. Among other provisions, the Act temporarily reduces the tax rate from 39.6% to 37% until 2026. As a result of the Act, the Trust re-measured its net deferred tax liabilities and recognized a net tax benefit of approximately $1,151,515.

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NOTE K - SUBSEQUENT EVENTS

The Trust evaluated subsequent events through April 19, 2018, the date the financial statements were available to be issued; no additional events were noted.

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SUPPLEMENTAL INFORMATION

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Plant Asbestos Settlement Trust

SCHEDULE OF OPERATING EXPENSES

For the years ended December 31,

	2017	2016
Accounting	$ 41,039	$ 45,510
Claims processing	132,333	70,037
Contingency fees	180,000	300,000
Futures representative	144,138	127,852
Information technology support	21,902	22,354
Insurance	62,274	62,328
Investment expense	558,305	511,898
Legal fees	199,095	196,118
Site list research	31,815	66,872
Travel and meals	2,795	5,507
Trust advisory committee	41,276	35,070
Trust facility and staff sharing expense	428,839	480,179
Trustee fees	240,178	236,659
Trustees professional	13,035	24,513
	$ 2,097,024	$ 2,184,897

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EXHIBIT B

EXHIBIT "B"

Plant Asbestos Settlement Trust
Claim Report
As of December 31, 2017

This report is submitted pursuant to Section 2.2 (c)(ii) of the Fifth Amended and Completely Restated Plant Insulation Asbestos 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 time period covered by the financial statements ("Accounting Period"). The Trust is required to report on the Trust's processing of claims liquidated by settlement agreement entered into prior to the Petition Date for the particular claim or judgment of any kind entered on or before the Petition Date ("Pre-Petition Liquidated Claims") and claims received since the Effective Date of the Trust ("Trust Claims").

Pre-Petition Liquidated Claims

Section 5.5 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 settlement agreement entered into prior to the Petition Date for the particular claim, or (ii) a judgment of any kind entered on or before October 15, 2007 (collectively, "Pre-Petition Liquidated Claims"). In May of 2015, the Trust requested plaintiffs' firms to submit any Pre-Petition Liquidated Claims and also placed a notification on its Web site. One (1) Pre-Petition Liquidated Claim was received by the Trust on April 2, 2018. The Trust is currently in the process of reviewing the documentation submitted.

Pursuant to the Trust's settlement with the Resolute carriers, a Pending Claimant Carveout was created to be divided among persons who had active pending tort claims against the Debtor at the time of the settlement, as well as a third-party neutral for fees and expenses incurred to evaluate and assign monetary values to those claims. As of December 31, 2017, the total amount paid to claimants for Pending Claimant Carveout Claims is $4,550,758.

Trust Claims

Claims received and disposed of from January 1, 2017, through December 31, 2017, in accordance with the Second Amended and Completely Restated Plant Insulation Company Asbestos Settlement Trust Case Valuation Matrix ("Matrix") and First Amended and Completely Restated Plant Insulation Company Asbestos Personal Injury Settlement 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, 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, 2017, Trust Claims were paid at the approved Funds Received Ratio of 8.6%. Payments made on Trust Claims in 2017 included an additional 2.41 % to account for cumulative inflation based upon the CPI-W.

During the Accounting Period, 687 claims were received. In addition, offers were issued to 634 claimants. Further, 489 claims were paid.

Below is a summary of the number and type of claims disposed of (paid) in 2017.

Compensable Disease	Number of Claims
Grade II Non-Malignant	66
Grade I Non-Malignant	67
Grade I Non-Malignant Enhanced Asbestosis	42
Grade I Non-Malignant Serious Asbestosis	31
Other Cancer	18
Lung Cancer	111
Mesothelioma	154
Totals	**489**

As of April 1, 2018, the total amount paid for Trust Claims is $26,160,742.

EXHIBIT C

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THIRD AMENDED AND COMPLETELY RESTATED
PLANT INSULATION COMPANY ASBESTOS SETTLEMENT TRUST
CASE VALUATION MATRIX

The Case Valuation Matrix ("Matrix") is designed to approximate Plant's several liability (as contrasted with joint and several liability) share of the value of asbestos personal injury and wrongful death claims ("Asbestos Claims") based on the level of settlements, verdicts or judgments historically received for substantially similar claims litigated under state tort law (the "Tort System"). To achieve this goal, the Plan Proponents intend to evaluate historical settlements, verdicts and/or judgments in California where Plant performed significant work and had a history of being sued and settling cases. At this time, the Plan Proponents have used the average settlement value used in the Western Asbestos Settlement Trust Matrix, adjusted for inflation using the United States Department of Labor Statistics Urban Wage Earners and Clerical Workers index (CPI-W) ("Inflation Adjustment"). Once additional data is available, these settlement values may be adjusted as appropriate to current settlement values using settlement data from Plant and derived from other defendants who remained active in the tort system. Compensable diseases include mesothelioma, lung cancer, other cancers (as defined herein) and two grades of non-malignant asbestos-related disease. The Matrix establishes the minimum criteria which must be met in order to qualify in each disease category.

The following represents the Plant several share of the value of Asbestos Claims determined as described above ("Average Value") based upon the above described methodology:

Disease	Average Value for Plant Insulation Several Share
Mesothelioma	$ 650,000
Lung Cancer	$ 250,000
Other Cancer	$ 95,000
Grade I Non-Malignancy	$ 65,000
Grade II Non-Malignancy	$ 27,000

The Matrix is designed to value cases using base case values. These base case values are then increased and/or decreased by a series of adjustments that approximate the effect of those factors that add or subtract value to cases in the Tort System. The base case values are intended to be those that when used with the adjustment factors will yield the average values of the Western Asbestos Settlement Trust Matrix using the Inflation Adjustment set out above for the claims submitted to the Plant Trust. As other information becomes available and experience is obtained with these base case values, these base values may be adjusted:

Disease	Plant Insulation Company Base Case Value
Mesothelioma	$512,799
Lung Cancer	$108,191
Other Cancer	$32,731
Grade I Non-Malignancy	$41,825
Grade II Non-Malignancy	$24,957

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I. GENERAL CLAIM PROVISIONS

a. **Minimum and Maximum Values.** All claims after being valued at their respective base case value and any appropriate adjustments are subject to the following minimum and maximum values.

(i) **Minimum Value.** Any Injured Person who has submitted an approved claim under a Compensable Disease category and has submitted a Trust Claim form to the Trust with all required documentation as outlined in the Trust Distribution Plan and herein, will receive a minimum of 10% of the Average Value of the claim for that disease in the controlling jurisdiction.

(ii) **Maximum Value.** Any Injured Person who has submitted an approved claim under a Compensable Disease category and has submitted a Trust Claim form to the Trust with all required documentation as outlined in the Trust Distribution Plan and herein, will receive a maximum of four times the Average Value of the claim for that disease in the controlling jurisdiction, unless it qualifies as an Extraordinary Claim as defined in Section IX of the Matrix.

b. **Medical Diagnoses.** Any diagnosis of pulmonary asbestosis shall be made by a (i) a Pathologist, who personally reviewed the Injured Person's pathology, or (ii) an Internist, Pulmonologist or Occupational Medicine Physician who actually examined the Injured Person. These findings will be contained in a detailed narrative written report of the examination. All medical diagnoses in the Matrix are required to be made by Board-Certified physicians in appropriate specialties to a level of reasonable medical probability. Specifically, medical reports that only come to a conclusion that findings are "consistent with" asbestos-related disease will not, standing alone, be sufficient to establish compliance with the medical criteria in the Matrix. Medical experts who are not Board-Certified but who meet equivalent medical experience and expertise requirements may be approved by the Trust with the consent of the Trust Advisory Committee ("TAC") and Futures Representative upon application by a Claimant.

c. **Record Review Exception.** Notwithstanding subsection (b) above, in the event that the Trust determines upon adequate showing under penalty of perjury that good cause exists to excuse either (1) personal review of Injured Person's pathology by a Pathologist; and/or (2) actual examination of the Injured Person by an Internist, Pulmonologist or Occupational Medicine Physician, the Trust in its exercise of discretion may permit those medical professionals to submit their diagnosis of pulmonary asbestosis on the basis of a review of the Injured Person's medical records ("Record Review Claim"), provided however, the Maximum Value for any such claim shall be the limit set in Section VIII for Individual Review. Examples of record review claims would be wrongful death actions where no pathology exists, or Injured Persons who are in such extremis or other circumstances exist that no such examination is practicable.

d. **Claimant's Burden to Submit Credible Reliable Claim Information.** Information submitted in support of a claim must comply with recognized medical standards (including but not limited to standards regarding equipment, testing methods, and procedures) and/or legal evidentiary and authenticity standards.

(i) While the Trust will not strictly apply rules of evidence, information provided in support of claims must be reliable and credible so that the Trust and, if needed,

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ADR neutrals are fully informed regarding the foundations for facts asserted in support of claims. The Trust normally will accept copies instead of authenticated copies of x-ray reports, laboratory tests, medical examinations, other medical records and reviews that otherwise comply with recognized medical and/or legal standards unless circumstances indicate that the copies of the and /or the tests, reports, or review are not authentic or are otherwise unreliable.

(ii) The Trust normally will accept copies instead of authenticated copies of deposition testimony, invoices, affidavits, business records, deck logs, military service records (including leave records) or other credible indirect or secondary evidence in a form otherwise acceptable to the Trust that establishes an Injured Person's occupation, occupational history, business or other losses or the Injured Person's presence at a particular ship, facility, job site, building or buildings or location during a time period in which the asbestos-containing material for which Plant is responsible was present, unless circumstances show that the information being submitted is unreliable.

(iii) Examples of unreliable information include where the circumstances raise questions of authenticity of copies or where persons authoring or verifying facts offered in support of a claim lack direct knowledge of such facts but fail to reveal and describe what facts, and how and from what sources they learned those facts, they relied upon as the basis for their assertion of such facts. Under these circumstances, the Trust and any ADR neutrals shall apply the rules of evidence to exclude evidence where the witness or verifying party declines to provide such foundational information, e.g., on grounds that the information relied upon is privileged or confidential.

e. **Trust's Right to Require Additional Evidence.** The Trust may require the submission any other evidence to support or verify a Trust claim, including but not limited to additional exposure information, x-rays, laboratory tests, medical examinations or reviews, medical reports, or other medical evidence all of which must also meet the requirements of Section I (d) above.

f. **Conspiracy Theory Claims Prohibited.** Claims based on conspiracy theories that do not involve exposure to asbestos-containing materials sold, installed or removed by Plant are not compensable under this Matrix.

II. MESOTHELIOMA

a. **Base Case** ("M"). The base case value for a Mesothelioma case is referred to in this Agreement as "M". A case will be considered a base case Mesothelioma under this Matrix when it satisfies each of the following criteria:

(i) Injured Person diagnosed with malignant Mesothelioma by a Pathologist, Internist, Pulmonologist or Occupational Medicine Physician;

(ii) Injured Person deceased at commencement of litigation or the time of filing of proof of claim, whichever is earlier;

(iii) Injured Person aged 75 years old at death;

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(iv) Injured Person had a spouse;

(v) Injured Person had no other dependents or minor children at time of death;

(vi) Injured Person's loss of earnings, pension, social security and home services total up to $204,816, as adjusted annually (the "Applicable Economic Loss Threshold");

(vii) Injured Person's medical and funeral expenses total up to $210,125, as adjusted annually (the "Applicable Medical Expense Threshold");

(viii) Injured Person had Standard Exposure to Plant's asbestos-containing products in traditional occupations at traditional shipyard, refinery, power plants or other sites, as defined herein; and

(ix) The Injured Person had at least a 10-year latency period between the date of the first exposure to asbestos and the date of diagnosis of the disease.

b. **Adjustments.** Certain features of a Mesothelioma case will warrant an adjustment in the liquidated value either above or below the base case Mesothelioma value, as set forth herein. The following adjustments are provided as multipliers of the base case value M. For example, an adjustment of 1.3M for a Living 55 year-old mesothelioma Injured Person indicates that such an Injured Person would receive 1.3 times the base case Mesothelioma value. In situations where numerous adjustments are required for an Injured Person's case, all of the applicable adjustment multipliers shall be multiplied together, and times the base case value M, to determine the liquidated value of the case. For example, an Injured Person who is age 55 (1.3M) and alive at the commencement of litigation or the time of filing of proof of claim, whichever is earlier (1.3M), and who had exposure at what is shown to be a high exposure site (1.5M), would be eligible for a liquidated value of 1.3 times 1.3 times 1.5 or 2.535 M times the base case value.

i. **Age.** Age shall be determined as of the commencement of litigation or the time of filing of the proof of claim, whichever is earlier. The adjustment factor for age shall be decreased .015 for every year over 75 years of age up to a maximum downward adjustment to .7M, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4M.

ii. **Exposure.** The following adjustments are based on exposure in traditional occupations at traditional shipyard, refinery, power plant, or other sites as set forth herein:

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Exposure Rating	Adjustment
Very high exposure sites, as defined herein	3.0 M
High exposure sites, as defined herein	1.5 M
Standard exposure sites, as defined herein	1.0 M
Low exposure sites, as defined herein	0.5 M
Very Low exposure sites, as defined herein	0.25 M

iii. If an Injured Person is living as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by 1.3 M.

iv. If an Injured Person does not have a spouse as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by .8M. If an Injured Person has minor children, adult disabled dependent children or dependent minor grandchildren living with the Injured Person at the time of diagnosis, the Injured Person's case will be adjusted by 1.5 M. If an Injured Person can demonstrate to the Trust's satisfaction that he or she has minor children, adult disabled dependent children or dependent minor grandchildren not living with the Injured Person but for whom the Injured Person provides support to the same extent as if they were living with Injured Person, then the Injured Person's case may also be adjusted by 1.5M but not otherwise.

v. **Total Economic Loss (excluding medical and funeral expenses).** Where the Injured Person has or will incur economic loss for loss of earnings, pension, social security and home services in an amount greater than the Applicable Economic Loss Threshold, case value shall be adjusted upward .001 M for every $1,024 (the Index Interval, also to be adjusted annually) of economic loss over the Applicable Economic Loss Threshold, up to a maximum adjustment to 2 M. All claimed economic loss over the Applicable Economic Loss Threshold must be supported by adequate documentation. The Applicable Economic Loss Threshold and Index Interval shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers published in January of each year beginning in January of 2018. The Applicable Economic Loss Threshold and Index Interval shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

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vi. **Medical and Funeral Expenses.** Where the Injured Person has or will incur medical and funeral expenses in an amount greater than the Applicable Medical Expense Threshold, case value shall be adjusted upward .001 M for every $1,051 (the Index Interval, also to be adjusted annually) of medical and funeral expenses over the Applicable Medical Expense Threshold, up to a maximum adjustment to 2 M. All claimed medical and funeral expenses over the Applicable Medical Expense Threshold must be supported by adequate documentation. Standard future medical expenses are presumed to be $78,797, as adjusted annually (the "Applicable Future Amount"). Future medical expenses exceeding the Applicable Future Amount require documentation supported by affidavit. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Medical Care published in January of each year beginning in January of 2018. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

III. LUNG CANCER

a. **Base Case** ("LC"). The base case value for a Lung Cancer case is referred to in this Agreement as "LC". A case will be considered a base case Lung Cancer under this Matrix when it satisfies each of the following criteria:

(i) Injured Person diagnosed with primary lung cancer by a Pathologist, Internist, Pulmonologist or Occupational Medicine Physician who attributes or finds asbestos exposure to be a substantial contributing factor in the development of the primary cancer;

(ii) Injured Person deceased at time of commencement of litigation or the time of filing of the proof of claim, whichever is earlier;

(iii) Injured Person aged 75 years old at death;

(iv) Injured Person had a spouse;

(v) Injured Person had no other dependents or minor children at time of death;

(vi) Injured Person's loss of earnings, pension, social security and home services total up to $204,816, as adjusted annually (the "Applicable Economic Loss Threshold");

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(vii) Injured Person's medical and funeral expenses total up to $210,125, as adjusted annually (the "Applicable Medical Expense Threshold");

(viii) Injured Person had Standard Exposure to Plant's asbestos-containing products in traditional occupations at traditional shipyard, refinery, power plant or other sites, as defined herein;

(ix) Injured Person had a 20-80 pack-year history of smoking;

(x) Injured Person was still smoking at the time of diagnosis, or had quit smoking less than 10 years before diagnosis;

(xi) Injured Person had been not diagnosed with clinical or pathological asbestosis, but Injured Person had both:

(A) A reliable history of exposure to asbestos; and

(B) Evidence of asbestos-related anatomical changes, such as: asbestos-related pleural disease, chest X-ray abnormalities graded 1/0 or higher on the ILO scale attributed to prior asbestos exposure, computed tomography (CT) evidence of interstitial disease attributed to prior asbestos exposure, or asbestos bodies or increased fiber burden indicative of occupational exposure to asbestos; and

(xii) The Injured Person had at least a 10-year latency period between the date of the first exposure to asbestos and the date of diagnosis of the disease.

b. **Adjustments.** Certain features of a Lung Cancer Case will warrant an adjustment in the liquidated value either above or below the base case Lung Cancer value, as set forth herein. The following adjustments are provided as multipliers of the base case value LC. For example, an adjustment of 1.3 LC for a living 55 year-old lung cancer Injured Person indicates that such an Injured Person would receive 1.3 times the base case Lung Cancer value. In situations where numerous adjustments are required for an Injured Person's case, all of the applicable adjustment multipliers shall be multiplied together, and times the base case value LC, to determine the liquidated value of the case. For example, an Injured Person who is age 55 (1.3 LC) and alive at the commencement of litigation or the time of filing of proof of claim, whichever is earlier (1.3 LC), and who had exposure at what is shown to be a high exposure site (1.5 LC), would be eligible for a liquidated value of 1.3 times 1.3 times 1.5 or 2.535 LC times the base case value.

(i) **Age.** Age shall be determined as of the commencement of litigation or the time of filing of the proof of claim,

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whichever is earlier. The adjustment factor for age shall be decreased .015 for every year over 75 years of age up to a maximum downward adjustment to .7 LC, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4 LC.

(ii) **Exposure.** The following adjustments are based on exposure in traditional occupations at traditional shipyard, refinery or power plant, or other sites as set forth herein:

Exposure Rating	**Adjustment**
Very high exposure sites, as defined herein	3.0 LC
High exposure sites, as defined herein	1.5 LC
Standard exposure sites, as defined herein	1.0 LC
Low exposure sites, as defined herein	0.5 LC
Very Low exposure sites, as defined herein	0.25 LC

(iii) If an Injured Person is living as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by 1.3 LC.

(iv) If an Injured Person does not have a spouse as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by .8LC. If an Injured Person has minor children, adult disabled dependent children or dependent minor grandchildren living with the Injured Person at the time of diagnosis, the Injured Person's case will be adjusted by 1.5LC. If an Injured Person can demonstrate to the Trust's satisfaction that he or she has minor children, adult disabled dependent children or dependent minor grandchildren not living with the Injured Person but for whom the Injured Person provides support to the same extent as if they were living with Injured Person, then the Injured Person's case may also be adjusted by 1.5 LC but not otherwise.

(v) **Total Economic Loss (excluding medical and funeral expenses).** Where the Injured Person has or will incur economic loss for loss of earnings, pension, social security and home services in an amount greater than the Applicable Economic Loss Threshold, case value shall be adjusted upward .001 LC for every $1,024 (the Index Interval, also to be adjusted annually) of economic loss over the Applicable Economic Loss Threshold, up to a maximum adjustment to 2 LC. All claimed economic loss over the Applicable Economic Loss Threshold must be supported by adequate documentation. The Applicable Economic Loss Threshold and Index Interval shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price

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Index for Urban Wage Earners and Clerical Workers published in January of each year beginning in January of 2018. The Applicable Economic Loss Threshold and Index Interval shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

(vi) **Medical and Funeral Expenses.** Where the Injured Person has or will incur medical and funeral expenses in an amount greater than the Applicable Medical Expense Threshold, case value shall be adjusted upward .001 LC for every $1,051 (the Index Interval, also to be adjusted annually) of medical and funeral expenses over the Applicable Medical Expense Threshold, up to a maximum adjustment to 2 LC. All claimed medical and funeral expenses over the Applicable Medical Expense Threshold must be supported by adequate documentation. Standard future medical expenses are presumed to be $78,797, as adjusted annually (the "Applicable Future Amount"). Future medical expenses exceeding the Applicable Future Amount require documentation supported by affidavit. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Medical Care published in January of each year beginning in January of 2018. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

(vii) **Medical Causation.** The following adjustments apply to Injured Persons who have different smoking histories and/or medical findings than those described for the base Lung Cancer case. In no event can any of the adjustments listed below be combined for an overall causation adjustment in excess of 3.0 LC.

Causation Information	**Adjustment**
Pathological diagnosis of asbestosis, or occupational levels of asbestos bodies or asbestos fibers in lung tissue	2.0 LC
Clinical diagnosis of asbestosis (in absence of pathological diagnosis)	1.5 LC
No radiographic evidence of asbestos exposure and no increased fiber burden as a marker of asbestos exposure (Applicable to smokers only)	0.5 LC
Lifetime non-smoker	2.0 LC

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1-20 pack-years of smoking	1.2 LC
Over 80 pack-years of smoking	0.6 LC
Diagnosis over 10 years since Injured Person quit smoking	1.2 LC
Diagnosis over 15 years since Injured Person quit smoking	1.5 LC

IV. OTHER CANCER

a. **Base Case** ("OCA"). The base case value for an Other Cancer case is referred to in this Agreement as "OCA". A case will be considered a base case Other Cancer under this Matrix when it satisfies each of the following criteria:

(i) Injured Person diagnosed with laryngeal, esophageal, kidney, colo-rectal cancer, non-Hodgkin's lymphoma or chronic lymphocytic leukemia by a Pathologist, Internist, Pulmonologist or Occupational Medicine Physician who attributes or finds asbestos exposure to be a substantial contributing factor in the development of the primary cancer;

(ii) Injured Person deceased at commencement of litigation or the time of filing of proof of claim, whichever is earlier;

(iii) Injured Person aged 75 years old at death;

(iv) Injured Person had a spouse;

(v) Injured Person had no other dependents or minor children at time of death;

(vi) Injured Person's loss of earnings, pension, social security and home services total up to $204,816, as adjusted annually (the "Applicable Economic Loss Threshold");

(vii) Injured Person's medical and funeral expenses total up to $210,125, as adjusted annually (the "Applicable Medical Expense Threshold");

(viii) Injured Person had Standard Exposure to Plant's asbestos-containing products in traditional occupations at traditional shipyard, refinery, power plant or other sites, as defined herein;

(ix) Injured Person had a 20-80 pack-year history of smoking;

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(x) Injured Person was still smoking at the time of diagnosis, or had quit smoking less than 10 years before diagnosis;

(xi) Injured Person not diagnosed with clinical or pathological asbestosis, but Injured Person had both:

(A) A reliable history of exposure to asbestos, and

(B) Evidence of asbestos-related anatomical changes, such as: asbestos-related pleural disease chest X-ray abnormalities graded 1/0 or higher attributed to prior asbestos exposure on the ILO scale, or computed tomography (CT) evidence of interstitial disease attributed to prior asbestos exposure; and

(xii) The Injured Person had at least a 10-year latency period between the date of the first exposure to asbestos and the date of manifestation of the disease.

b. **Adjustments.** Certain features of an Other Cancer case will warrant an adjustment in the liquidated value either above or below the base case Other Cancer value, as set forth herein. The following adjustments are provided as multipliers of the base case value OCA. For example, an adjustment of 1.3 OCA for a living 55 year-old other cancer Injured Person indicates that such an Injured Person would receive 1.3 times the base case Other Cancer value. In situations where numerous adjustments are required for an Injured Person's case, all of the applicable adjustment multipliers shall be multiplied together and times the base case value OCA, to determine the liquidated value of the case. For example, an Injured Person who is age 55 (1.3 OCA) and alive at the commencement of litigation or the time of filing of proof of claim, whichever is earlier (1.3 OCA), and who had exposure at what is shown to be a high exposure site (1.5 OCA), would be eligible for a liquidated value of 1.3 times 1.3 times 1.5 or 2.535 OCA times the base case value.

(i) **Age.** Age shall be determined as of the commencement of litigation or the time of filing of the proof of claim, whichever is earlier. The adjustment factor for age shall be decreased .015 for every year over 75 years of age up to a maximum downward adjustment to .7 OCA, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4 OCA.

(ii) **Exposure.** The following adjustments are based on exposure in traditional occupations at traditional shipyard, refinery, power plant or other sites, as set forth herein:

Exposure Rating	**Adjustment**

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Very high exposure sites, as defined herein	3.0 OCA
High exposure sites, as defined herein	1.5 OCA
Standard exposure sites, as defined herein	1.0 OCA
Low exposure sites, as defined herein	0.5 OCA
Very Low exposure sites, as defined herein	0.25 OCA

(iii) If an Injured Person is living as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by 1.3 OCA.

(iv) If an Injured Person does not have a spouse as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by .8 OCA. If an Injured Person has minor children, adult disabled dependent children or dependent minor grandchildren living with the Injured Person at the time of diagnosis, the Injured Person's case will be adjusted by 1.5 OCA. If an Injured Person can demonstrate to the Trust's satisfaction that he or she has minor children, adult disabled dependent children or dependent minor grandchildren not living with the Injured Person but for whom the Injured Person provides support to the same extent as if they were living with Injured Person, then the Injured Person's case may also be adjusted by 1.5 OCA but not otherwise.

(v) **Total Economic Loss (excluding medical and funeral expenses).** Where the Injured Person has or will incur economic loss for loss of earnings, pension, social security and home services in an amount greater than the Applicable Economic Loss Threshold, case value shall be adjusted upward .001 OCA for every $1,024 (the Index Interval, also to be adjusted annually) of economic loss over the Applicable Economic Loss Threshold, up to a maximum adjustment to 2 OCA. All claimed economic loss over the Applicable Economic Loss Threshold must be supported by adequate documentation. The Applicable Economic Loss Threshold and Index Interval shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers published in January of each year beginning in January of 2018. The Applicable Economic Loss Threshold and Index Interval shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

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(vi) **Medical and Funeral Expenses.** Where the Injured Person has or will incur medical and funeral expenses in an amount greater than the Applicable Medical Expense Threshold, case value shall be adjusted upward .001 OCA for every $1,051 (the Index Interval, also to be adjusted annually) of medical and funeral expenses over the Applicable Medical Expense Threshold, up to a maximum adjustment to 2 OCA. All claimed medical and funeral expenses over the Applicable Medical Expense Threshold must be supported by adequate documentation. Standard future medical expenses are presumed to be $78,797, as adjusted annually (the "Applicable Future Amount"). Future medical expenses exceeding the Applicable Future Amount require documentation supported by affidavit. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Medical Care published in January of each year beginning in January of 2018. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

(vii) **Medical Causation.** The following adjustments apply to Injured Persons who have different smoking histories and/or medical findings than those described for the base Other Cancer case. In no event can any of the adjustments listed below be combined for an overall causation adjustment in excess of 3.0 OCA.

Causation Information	**Adjustment**
Pathological diagnosis of asbestosis, or occupational levels of asbestos bodies or asbestos fibers in lung tissue	2.0 OCA
Clinical diagnosis of asbestosis (in absence of pathological diagnosis)	1.5 OCA
No radiographic evidence of asbestos exposure and no increased fiber burden as a marker of asbestos exposure	0.25 OCA

Lifetime non-smoker	2.0 OCA
1-20 pack-years of smoking	1.2 OCA

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Over 80 pack-years of smoking	0.6 OCA
Diagnosis over 10 years since Injured Person quit smoking	1.2 OCA
Diagnosis over 15 years since Injured Person quit smoking	1.5 OCA

(viii) **Other Organ Cancers.** An Injured Person who has not been diagnosed with cancers of the organs described for the base Other Cancer case (i.e., laryngeal, esophageal kidney, colo-rectal cancers, non-Hodgkin's lymphoma and chronic lymphocytic leukemia) may still obtain compensation under this Matrix, if the Injured Person has been diagnosed with a primary cancer of a different organ and a Board-Certified specialist in an appropriate specialty or a Board-Certified occupational medicine physician at the time of the report attributes the malignancy to prior asbestos exposure. An Injured Person's case which meets the criteria set forth above, subject to the Trust's consent, shall be classified as an "Other Organ Cancer" and will be adjusted by .5 OCA.

V. GRADE I NON-MALIGNANCY

a. **Base Case** ("I"). The base case value for a Grade I Non-malignancy Case is referred to in this Matrix as "I". A case will be considered a base case Grade I Non-malignancy under this Matrix when it satisfies each of the following criteria:

(i) Injured Person aged 75 years old;

(ii) Injured Person has a spouse;

(iii) Injured Person has no other dependents or minor children;

(iv) Injured Person's loss of earnings, pension, social security and home services total up to $204,816, as adjusted annually (the "Applicable Economic Loss Threshold");

(v) Injured Person's medical and funeral expenses total up to $210,125, as adjusted annually (the "Applicable Medical Expense Threshold");

(vi) Injured Person had Standard Exposure to asbestos-products in traditional occupations at traditional shipyard, refinery, power plant or other sites, as defined herein;

(vii) Injured Person satisfies all the following criteria of interstitial lung disease with impairment of lung function:

1. The Injured Person must establish at least a 10-year latency period between the date of the first exposure to asbestos and the date of

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diagnosis of the disease, and clinical evidence of asbestosis defined in subsection 2;

2. Clinical Evidence of Asbestosis. A diagnosis of pulmonary asbestosis by a Pulmonologist, Internist or Occupational Medicine Physician who actually examined the Injured Person based on the following minimum objective criteria:

(a) Chest X-rays which, in the opinion of a Certified B-reader, show small irregular opacities of ILO Grade 1/0 or greater, or a report from a Pulmonologist, Internist or Occupational Medicine Physician that the Injured Person has evidence of asbestos related interstitial fibrosis on high resolution CT scan; and

(b) Pulmonary Function Testing results demonstrating either:

1) FVC<80% of Predicted Value with FEV-1/FVC≥65% (actual value) if the individual tested is at least 70 years old at the date of testing, ≥70% (actual value) if the individual tested is at least 60 years old but less than 70 years old at the date of testing, and ≥75% (actual value) if the individual tested is less than 60 years old at the date of testing; or

2) TLC<80% of Predicted Value; or

3) DLCO<75% of Predicted Value with FEV-1/FVC≥65% (actual value) if the individual tested is at least 70 years old at the date of testing, ≥70% (actual value) if the individual tested is at least 60 years old but less than 70 years old at the date of testing, and ≥75% (actual value) if the individual tested is less than 60 years old at the date of testing and a statement by a Pulmonologist or an Occupational Medicine Physician stating that the asbestos-related lung disease is the probable explanation for the test result.

3. Pathological Evidence of Asbestosis. A diagnosis of asbestosis by a Pathologist that examined the pathology of the claimant. See also Section I(c) above.

4. Those claims wherein the Injured Person suffers from extensive disabling asbestos-related pleural disease may be submitted to the Individual Review process, as described in Section VIII of this Matrix, provided however such a claim shall not be limited to Average Value and may be awarded up to the Maximum Value for Grade I.

b. **Adjustments.** Certain features of a Grade I Non-malignancy Case will warrant an adjustment in the liquidated value either above or below the base case Grade I Non-malignancy value, as set forth herein. The following adjustments are provided as multipliers of the base case value I. For example, an adjustment of 1.3 I for a 55 year-old Grade I non-malignancy Injured Person indicates that such an Injured Person would receive 1.3 times the base case Grade I Non-malignancy value. In situations where numerous adjustments are required for an Injured Person's case, all of the applicable adjustment multipliers shall be multiplied together and times the base case value I, to determine the liquidated value of the case. For example, an Injured Person who is age 55 (1.3 I) and determined to be an Enhanced Grade I

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non- malignancy Injured Person as defined in section (vi) herein (1.5 I) and who had exposure at what is shown to be a high exposure site (1.5 I), would be eligible for a liquidated value of 1.3 times 1.5 times 1.5, or 2.535 I, times the base case value.

(i) **Age.** Age shall be determined as of the commencement of litigation or the time of filing of the proof of claim, whichever is earlier. The adjustment factor for age shall be decreased .015 for every year over 75 years of age up to a maximum downward adjustment to .7 I, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4 I.

(ii) **Exposure.** The following adjustments are based on exposure in traditional occupations at traditional shipyard, refinery or power plant, or other sites as set forth herein:

Exposure Rating	**Adjustment**
Very high exposure sites, as defined herein	3.0 I
High exposure sites, as defined herein	1.5 I
Standard exposure sites, as defined herein	1.0 I
Low exposure sites, as defined herein	0.5 I
Very Low exposure sites, as defined herein	0.25 I

(iii) If an Injured Person does not have a spouse as of the date litigation commences or the proof of claim is filed, whichever is earlier, the Injured Person's case will be adjusted by .8 I. If an Injured Person has minor children, adult disabled dependent children or dependent minor grandchildren living with the Injured Person at the time of diagnosis, the Injured Person's case will be adjusted by 1.5 I. If an Injured Person can demonstrate to the Trust's satisfaction that he or she has minor children, adult disabled dependent children or dependent minor grandchildren not living with the Injured Person but for whom the Injured Person provides support to the same extent as if they were living with Injured Person, then the Injured Person's case may also be adjusted by 1.5 I but not otherwise.

(iv) **Total Economic loss (excluding medical and funeral expenses).** Where the Injured Person has or will incur economic loss for loss of earnings, pension, social security and home services in an amount greater than the Applicable Economic Loss Threshold, case value shall be adjusted upward .001 I for every $1,024 (the Index Interval, also to be adjusted annually) of economic loss over the Applicable Economic Loss Threshold, up to a maximum adjustment to 2 I. All claimed economic loss over the Applicable Economic Loss Threshold must be supported by adequate documentation. The Applicable Economic Loss Threshold and Index Interval shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers published in January of each year beginning in January of 2018. The Applicable Economic Loss Threshold and Index Interval shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

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(v) **Medical and Funeral Expenses.** Where the Injured Person has or will incur medical and funeral expenses in an amount greater than the Applicable Medical Expense Threshold, case value shall be adjusted upward .001 I for every $1,051 (the Index Interval, also to be adjusted annually) of medical and funeral expenses over the Applicable Medical Expense Threshold, up to a maximum adjustment to 2 I. All claimed medical and funeral expenses over the Applicable Medical Expense Threshold must be supported by adequate documentation. Standard future medical expenses are presumed to be $78,797, as adjusted annually (the "Applicable Future Amount"). Future medical expenses exceeding the Applicable Future Amount require documentation supported by affidavit. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be adjusted each year in accordance with the Federal Bureau of Labor Statistics' Consumer Price Index for Medical Care published in January of each year beginning in January of 2018. The Applicable Medical Expense Threshold, Index Interval and Applicable Future Amount shall be the amounts in effect at the time an offer is issued by the Trust. Annual adjusted amounts will be published on the Trust's Web site each February and applied to all pending claims which do not have an outstanding offer issued.

(vi) **Enhanced Grade I Non-Malignancy.** If an Injured Person has evidence of asbestosis of a severity exceeding the following criteria, the liquidated value of that Injured Person's case will be adjusted by 1.5 I.

1. The Injured Person must establish at least a 10-year latency period between the date of first exposure to asbestos and the date of manifestation of the disease, and either clinical or pathological evidence of asbestosis as defined in subsection 2 or 3;

2. Clinical Evidence of Asbestosis. A diagnosis of pulmonary asbestosis by a Internist, Pulmonologist or a Occupational Medicine Physician who actually examined the Injured Person based on the following minimum objective criteria:

Chest X-rays which, in the opinion of a Certified B-reader, show small irregular opacities of ILO Grade 1/1 or greater, or a asbestos related interstitial fibrosis on high resolution CT scan; and Pulmonary Function Testing results demonstrating either:

(a) FVC<60% of Predicted Value with FEV-1/FVC≥65% (actual value) if the individual tested is at least 70 years old at the date of testing, ≥70% (actual value) if the individual tested is at least 60 years old but less than 70 years old at the date of testing, and ≥75% (actual value) if the individual tested is less than 60 years old at the date of testing; or

(b) TLC≤70% of Predicted Value; or

(c) DLCO<60% of Predicted Value with FEV-1/FVC≥65% (actual value) if the individual tested at least 70 years old at the date of testing, ≥70% (actual value) if the individual tested is at least 60 years old but less than 70 years old at the date of testing, and ≥75% (actual value) if the individual tested is less than 60 years old at the date of testing and a statement by a Pulmonologist, Internist or an Occupational Medicine Physician at the time of the stating that the asbestos-related lung disease is the probable explanation for the test result; or

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(d) VO MAX<20mL (kg•min) or<5.7 METS with FEV-1/FVC≥65% (actual value) if the individual tested is at least 70 years old at the date of testing, ≥70% (actual value) if the individual tested is at least 60 years old but less than 70 years old at the date of testing, and ≥75% (actual value) if the individual tested is less than 60 years old at the date of testing and a statement by a Pulmonologist, Internist or an Occupational Medicine Physician stating that the asbestos-related lung disease is the probable explanation for the test result.

3. Pathological Evidence of Asbestosis. A statement by a Pathologist, Pulmonologist, Internist or an Occupational Medicine Physician that a representative section of lung tissue demonstrates asbestosis as defined by the 1982 report of the Pneumoconiosis Committee of the College of American Pathologists and the National Institute for Occupational Safety and Health including the "demonstration of discrete foci of fibrosis in the walls of respiratory bronchioles associated with accumulations of asbestos bodies", and also that there is no more probable explanation for the presence of the fibrosis than prior asbestos exposure.

(vii) **"Serious asbestosis"** is

1. Asbestosis with ILO 2/2 or greater and AMA Class IV Impairment.

Or

2. Where the Injured Person is "On Oxygen" and otherwise meets the requirements of subsections i, ii, or iii, below.

i. Injured Person has a diagnosis of asbestosis, has pulmonary function test results qualifying as Grade I, and a Pulmonologist or Occupational Medicine physician states that a contributing cause for the use of oxygen is asbestosis. Claim will be valued as a matrix claim even if there are other contributing causes listed for the need for oxygen.

ii. Injured Person has a diagnosis of asbestosis, but does not have pulmonary function test results qualifying as Grade I. Even though a Pulmonologist or Occupational Medicine physician states that the predominant cause or contributing cause for use of oxygen is asbestosis, claim a) will be valued under Individual Review and subject to the Individual Review process as described in Section VIII of the Matrix and b) if there are other contributing causes, the Trust will give equal weight to each cause for the need to be on oxygen.

iii. Injured Person has diagnosis of asbestosis, treating physician board certified in pulmonology or occupational medicine prescribes oxygen to the Injured Party, and the treating physician states the predominant need for oxygen is asbestosis. Regardless of the existence of other contributing causes for the need to be on oxygen, claim will be valued as a matrix claim.

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"On Oxygen" means oxygen needed to perform activities of daily life, e.g., not oxygen that is prescribed only for comfort care, at night, for surgery, or on occasion.

Or

3. Asbestosis death" is where asbestosis is listed as the cause or a significant contributing cause of death on the death certificate, or where a report from a Pathologist, Pulmonologist, or and Occupational Medicine Physician states that asbestosis was a significant contributing cause of death. If and Injured Person has evidence of serious asbestosis or asbestosis death, and exposure to (debtor) products or conduct was a substantial contributing cause of the serious asbestosis or asbestosis death, then the valuation criteria for lung cancer, including the base Lung Cancer case, as defined in (II)(a), shall be utilized to determine the value of the claims.

VI. GRADE II NON-MALIGNANCY

a. **Base Case** ("II"). The base case value for a Grade II Non-malignancy Case is referred to in this Matrix as "II". A case will be considered a base case Grade II Non-malignancy under this Matrix when it satisfies each of the following criteria:

(i) Injured Person aged 75 years old;

(ii) Injured Person had Standard Exposure to Plant asbestos-products in traditional occupations at traditional shipyard, refinery, power plant or other sites, as defined herein;

(iii) Injured Person satisfies the following criteria for asbestos-related disease:

1. The Injured Person must establish at least a 10-year latency period between the date of the first exposure to asbestos and the date of diagnosis of the disease; and

2. The Injured Person must establish evidence of an asbestos related disease including:

(a) Clinical Evidence of Asbestosis. A diagnosis of pulmonary asbestosis by an Internist, Pulmonologist or qualified Occupational Medicine Physician who actually examined the Injured Person based on the following minimum objective criteria:

1) Chest X-rays which, in the opinion of a Certified B-reader, show small irregular opacities of ILO Grade 1/0 or greater, or

2) Asbestos related interstitial fibrosis on high resolution CT scan or appropriate diagnostic imaging procedure; or

(b) Clinical Evidence of Asbestos-Related Pleural Disease. A diagnosis of asbestos-related pleural disease by an Internist, Pulmonologist or Occupational Medicine Physician.

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b. **Adjustments.** Certain features of a Grade II Non-malignancy case will warrant an adjustment in the liquidated value either above or below the base Grade II Non-malignancy value, as set forth herein. The following adjustments are provided as multipliers of the base case value II. For example, an adjustment of 1.3 II for a 55 year-old Grade II non-malignancy Injured Person indicates that such an Injured Person would receive 1.3 times the base case Grade II Non-malignancy value. In situations where numerous adjustments are required for an Injured Person's case, all of the applicable adjustment multipliers shall be multiplied together and times the base case value II, to determine the liquidated value of the case. For example, an Injured Person who is age 55 (1.3 II) and who had exposure at what is shown to be a high exposure site (1.5 II), would be eligible for a liquidated value of 1.3 times 1.5, or 2.535 II, times the base case value.

(i) **Age.** Age shall be determined as of the commencement of litigation or the time of filing of the proof of claim, whichever is earlier. The adjustment factor for age shall be decreased .015 for every year over 75 years of age up to a maximum downward adjustment to .7 II, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4 II.

(ii) **Exposure.** The following adjustments are based on exposure in traditional occupations at traditional shipyard, refinery or power plant, or other sites as set forth herein:

Exposure Rating	**Adjustment**
Very high exposure sites, as defined herein	3.0 II
High exposure sites, as defined herein	1.5 II
Standard exposure sites, as defined herein	1.0 II
Low exposure sites, as defined herein	0.5 II
Very Low exposure sites, as defined herein	0.25 II

VII. EXPOSURE REQUIREMENTS

a. **Standard Exposure Criteria.** Subject to Section 6.2 of the Trust Distribution Procedures, exposure to asbestos-containing material for which Plant is responsible can be established by evidence described in Section I (d) and (e) above. The Trust shall have the right to consider all other appropriate evidence of exposure and may establish appropriate alternative exposure criteria after consultation with the TAC and the Futures Representative. The burden shall be on the Claimant or Injured Person to establish exposure to Plant products by credible reliable evidence.

1. **Ship Exposure.** Evaluation of shipboard exposure shall be as follows:

a) Claims of shipboard exposure will require evidence that Plant products were actually installed on the ship, and that the Injured Person can demonstrate presence in an area of the ship that would constitute an exposure to these products.

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b) Exposure on board a ship at a shipyard during a repair or overhaul will constitute an exposure at that shipyard if the Injured Person remained onboard during the repair or overhaul, subject to meeting the duration of exposure requirements outlined herein.

c) Evidence that an Injured Person was subsequently present on a ship that was repaired or overhauled at a shipyard where Plant products were used is not sufficient to constitute exposure. See Dumin v. Owens Coming Fiberglas Corp., 28 Cal. App. 4th 650 (1994).

d) It shall not be sufficient for an Injured Person to show that Plant products were generally used at a shipyard where a particular ship that the Injured Person worked on was repaired. Specific identification of Plant products on board the ship, and meeting the duration of exposure requirements on the ship are both required. See Dumin v. Owens Corning Fiberglas Corp., 28 Cal. App. 4th 650 (1994).

2. **Derivative Exposure.** An Injured Person exposed to Plant products solely from exposure to an occupationally exposed person, such as a family member, will have their claims valued by the Trust as follows:

a) The Injured Person must establish that the occupationally exposed person would have met the exposure requirements under the Matrix that would have been applicable had that person filed a direct claim with the Trust.

b) The Injured Person must establish that he or she is suffering from one of the Compensable Diseases and that his or her own exposure to the occupationally exposed person occurred within the same time frame as the occupationally exposed person experienced Plant exposure as defined herein and that such exposure was a substantial contributing factor in the development of the disease. All other liquidation and payment rights and limitations under this Matrix shall be applicable to such claims.

b. **Site List.** The Trustees may exercise their discretion, in consultation with the TAC, to compile a list of the ships, facilities and other locations where Plant asbestos-containing materials were present including relevant dates when available. The Trust may use this list to establish and to characterize exposure and to create a list of sites where exposure is accepted. The Trust with consent of the TAC and Futures Representative may modify the list in light of additional evidence or experience with claims processing. Any Injured Person may submit additional evidence to establish Plant presence at a site, or in support of a higher exposure categorization in a particular case.

c. **Minimum Exposure Criteria.**

1. To meet the minimum exposure requirements, an Injured Person filing a claim as a Mesothelioma case must establish that the Injured Person's asbestos exposure at one or more sites at which Plant is shown to have been present totals at least three months or at least 10% of the Injured Person's total asbestos exposure. Notwithstanding the foregoing, an Injured Person filing a claim as a Mesothelioma case who can establish that the Injured Person's exposure at one or more sites at which Plant is shown to have been present totals at least one month (but less than three months) exposure shall be entitled to a reduced liquidated claim value.

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2. An Injured Person filing in any other Compensable Disease category must establish that the Injured Person's asbestos exposure at one or more sites at which Plant is shown to have been present totals at least one year or at least 25% of the Injured Person's total asbestos exposure. Notwithstanding the foregoing, an Injured Person filing in any other Compensable Disease category who can establish that the Injured Person's exposure at one or more sites at which Plant is shown to have been present totals at least three months (but less than one year) exposure shall be entitled to a reduced liquidated claim value.

3. If no one site is sufficient to establish the duration necessary, an Injured Person may aggregate exposure at multiple sites to meet the minimum exposure requirements. The Trust will use a blending formula to give credit for exposure time beginning with the highest rated site.

4. If the Injured Person has exposure at multiple sites, but there is no evidence supporting actual length of time at any of the sites, for purposes of applying the provisions 3, above, the Trust will allocate exposure based upon an even distribution of the total length of exposure among all sites claimed. The Injured Person's attorney and the Injured Person or Personal Representative must provide declarations stating that the work sites listed include all work sites where the Injured Person worked, and that there is no other information available to demonstrate actual work time at each site. In addition, the interrogatories accompanying the claim must contain the Injured Person's entire work history.

Nothing in sub-paragraphs 3 and 4, above, shall diminish the obligation of a claimant to offer evidence of exposure that meets the minimum required exposure at one or more sites at which Plant is shown to have been present set forth in paragraph c. above to qualify for a Matrix Claim.

d. **Exposure Site Rating.**

1. **Standard Exposure Sites.** Standard Sites include typical exposures to asbestos at shipyards, refineries, power plants and other industrial and commercial sites where Plant was determined by the Trust or shown by the claimant to be responsible for a significant portion of asbestos exposure at the worksite.

2. **High Exposure Sites.** High Exposure Sites include the same type of exposure settings as Standard Sites; except that in High Exposure Sites, Plant has been determined by the Trust or shown by the claimant as a primary supplier such that Plant was responsible for a large portion of asbestos exposure at the work site.

3. **Very High Exposure Sites.** Very High Exposure Sites include the same type of exposure settings as High Exposure Sites, except that in Very High Exposure Sites, Plant has been determined by the Trust or shown by the claimant as being responsible for the overwhelming majority of asbestos exposure at the work site.

4. **Low Exposure Sites.** Low Exposure Sites include exposures occurring at shipyards, refineries, power plants and other industrial and commercial sites settings where Plant was not a major source of exposure but has been determined by the Trust or shown by the claimant as having some responsibility for the asbestos exposure at the site.

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5. **Very Low Exposure Sites.** Very Low Exposure Sites include work sites with occupational asbestos exposure outside the typical exposures occurring at shipyards, refineries, power plants and other industrial and commercial sites. Very Low Exposure Sites include construction settings and other such settings where exposure was not primarily to products supplied and/or installed by Plant.

VIII. INDIVIDUAL REVIEW

Any claimant or Injured Person whose claim does not meet the medical or exposure criteria for any Compensable Disease shall have the opportunity for individual consideration and evaluation of their claim. In such a case, the Trust shall either deny the claim or, if the Trust is satisfied that the Injured Person has presented a claim that would be cognizable and valid in the Tort System, the Trust can offer the Injured Person a liquidated value amount up to the Average Value for that Compensable Disease, unless the claim qualifies as an Extraordinary Claim as defined in IX below, in which case its liquidated value cannot exceed the maximum value specified for such a claim.

In special circumstances where it would be unjust to enforce the Individual Review cap, the cap may be relaxed if the Executive Director makes a recommendation to a panel, which shall consist of one Trustee, the Futures Representative and the Chair of the TAC. In the case of a claim submitted by the Chair of the TAC's firm, another member of the TAC will substitute. The Individual Review cap will be relaxed only if the decision of the panel is unanimous.

IX. EXTRAORDINARY CLAIMS PROVISION

a. **Extraordinary Claims.** In extraordinary situations such as where an Injured Person was exposed only to Plant, or where Plant exposure constituted over 80% of the Injured Person's asbestos exposure, where extraordinary present or future medical expenses are incurred, or where special damages are exceptionally large, the Trust may individually evaluate and liquidate a claim for an amount that exceeds the Maximum Value for the particular Compensable Disease asserted by the Injured Person. Any dispute as to Extraordinary Claim status shall be submitted to arbitration by a special Extraordinary Claims panel established by the Trust. Under no circumstances shall an Extraordinary Claim be valued at more than 8 times the Average Value for the particular Compensable Disease.

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EXHIBIT D

SIXTH AMENDED AND COMPLETELY RESTATED PLANT INSULATION COMPANY ASBESTOS SETTLEMENT TRUST AGREEMENT

This Plant Insulation Company Asbestos Settlement Trust Agreement ("Original Trust Agreement"), dated and effective as of November 16, 2012, amended and completely restated November 17, 2012, February 7, 2013, September 22, 2014, September 15, 2015, and April 19, 2018 was entered into among Bayside Insulation & Construction, Inc., a California corporation, successor by merger to Plant Insulation Company, a California corporation ("Reorganized Debtor"), which was the Debtor and Debtor-in-Possession in the Chapter 11 Case, the Futures Representative, the Trust Advisory Committee and the individual trustees ("Trustees") identified on the signature page thereof and appointed at Confirmation pursuant to the Plan thereby establishing this trust (the "Trust").[1] Pursuant to Sections 2.2(f)(iii) and 7.3 of the Original Trust Agreement, the Trustees with the consent of the Futures Representative and the Trust Advisory Committee, hereby amend and restate the Original Trust Agreement, as amended and completely restated November 17, 2012, February 7, 2013, September 22, 2014, and September 15, 2015, as further amended and restated as follows:

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 Case, the Debtor 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 Debtor has reorganized under the provisions of Chapter 11 of the Bankruptcy Code in a case pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"), styled as *In re Plant Insulation Company, Debtor,* Chapter 11 Case No. 09-31347-TC; and

WHEREAS, the Plan, filed by the Debtor, the Futures Representative and the Committee, as Plan Proponents, has been confirmed by the District Court; and

WHEREAS,. the Plan provides, *inter alia,* for the creation of the Plant Insulation Company Asbestos Settlement Trust; and

WHEREAS, pursuant to the Plan, the Trust is to use the Trust Assets to pay the Asbestos Related Claims; and

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 Reorganized Debtor, the Trustees, the Futures Representative and the other parties that the Trust be administered, maintained, and operated at

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[1] This Trust Agreement is being entered into pursuant to the terms of the Amended and Restated Second Amended Plan of Reorganization of Plant Insulation Company filed in the United States Bankruptcy Court for the Northern District of California, Case No. 09-31347 [Docket No. 2069](the "Plan"). Capitalized terms used in this Trust Agreement that are not otherwise defined in this Trust Agreement are used as defined in the Plan.

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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 Asbestos Injury 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 Debtor with respect to Asbestos Related Claims; and

WHEREAS, the District 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; and

WHEREAS, pursuant to Section 2.2(f)(iii) and Section 7.3 of the Trust Agreement, the Trustees, subject to the consent of the TAC and the Futures Representative, may amend the Trust Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

1.1 Creation and Name. The Reorganized Debtor hereby creates a trust known as the "Plant Insulation Company Asbestos Settlement Trust," which is the Trust provided for and referred to in the Plan. The Trustees of the Trust may transact the business and affairs of the Trust in the name "Plant Asbestos Settlement Trust."

1.2 Purpose. The purpose of the Trust is to (a) liquidate, resolve and pay Asbestos Related Claims in such a way that provides reasonable assurances that the Trust will value, and be in a financial position to pay, Asbestos Injury Claims and Asbestos Injury Demands that involve similar claims in substantially the same manner; (b) preserve and maximize the Trust Assets; (c) obtain the benefit of the Asbestos Insurance Settlement Rights; (d) prosecute or settle the Asbestos Insurance Litigation; (e) aid in the defense and enforcement of the Injunctions; and (f) otherwise comply in all respects with the requirements of a trust set forth in section 524(g)(2)(B)(i) of the Bankruptcy Code. The Trust shall, at all times, remain qualified as a "qualified settlement fund" under the QSF Law.

1.3 Transfer of Assets. Pursuant to the Plan, the Reorganized Debtor has transferred and assigned the Trust Assets to the Trust, free and clear of any liens or other interests of the Debtor or any creditor, shareholder or other entity. The Reorganized Debtor shall transfer to the Trust any Trust Assets that may, subsequent to the Effective Date, be received by the Reorganized Debtor. The Reorganized Debtor shall execute and deliver such documents as the Trustees reasonably request 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.

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. 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 Debtor or the Reorganized Debtor has, or would have had, under applicable law.

c) In furtherance of the purposes 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 the Debtor to its attorneys, Morgan Lewis & Bockius, LLP ("Morgan Lewis") and Snyder Miller & Orton LLP ("SMO"), 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 Bankruptcy Court's order approving Plant's employment of Morgan Lewis and SMO.

d) In furtherance of the purposes of the Trust, and in addition to the indemnification provided for in Section 4.6 of this Trust Agreement, the Trustees, on behalf of the Trust, hereby indemnify the Debtor and Reorganized Debtor ("Indemnified Parties") from personal liability for: 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 claim demand or action based upon an Asbestos Related Claim, including, but not limited to, indemnification or contribution for Asbestos Related Claims prosecuted against the Reorganized Debtor, but such indemnity shall be solely for the benefit of the Indemnified Parties and not for the benefit of any Asbestos Insurers.

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 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

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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.

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; provided that the Trustees recognize and acknowledge that the Trust is subject to the continuing jurisdiction of the Bankruptcy Court.

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, including but not limited to shares of the Reorganized Debtor, at such prices and upon such terms as they may consider proper, consistent with the other terms of this Trust Agreement;

(iv) carry out the Trust's obligations and exercise all rights granted to the Trust under the agreements among the Debtor, the Reorganized Debtor, the Trust, and Bayside Insulation & Construction, Inc. ("Bayside"), including, without limitation, the Reorganized Debtor Note, the shareholder guaranty of the Reorganized Debtor Note, the shareholder pledge securing the Reorganized Debtor Note, the equity investment in the Reorganized Debtor, the Reorganized Debtor Warrant, the Reorganized Debtor Loan Note, the Trust's put rights, the Security Agreement, and the claims processing agreement, 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;

(vii) establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustees 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 its exhibits, and administer, amend, supplement or modify the TDP, including its exhibits, in accordance with the terms thereof, a copy of which is annexed hereto as Annex B;

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(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 them for 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 Indemnified Parties, and the respective agents of the Trust, the Futures Representative, the TAC, and each of the Indemnified Parties to the fullest extent that a corporation or trust organized under the law of the Trust's situs is from time to time entitled to indemnify and/or insure such agents and/or parties;

(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 4.4;

(xviii) consult with the Reorganized Debtor 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 Debtor, any claim, right, action, or cause of action included in the Trust Assets, including without limitation, the Asbestos Insurance Litigation, before any court of competent jurisdiction; provided that settlement of any action requires the approval of the Bankruptcy Court after notice to the Reorganized Debtor;

(xx) with the prior consent of the Futures Representative and the Trust Advisory Committee (the "Approving Entities"), merge or contract with other claims resolution

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facilities that are not specifically created by this Trust Agreement or the TDP, provided that such merger or contract shall not (a) subject the Reorganized Debtor 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;

(xxi) with the prior consent of the Approving Entities, establish binding and non-binding arbitration procedures for the purposes set forth in Section 5.10 of the TDP;

(xxii) with the advice of the Approving Entities, shall have responsibility to manage prosecution of insurance recovery efforts and to protect against conflicts arising in its prosecution arising out of involvement of other trust fiduciaries; and

(xxiii) with the prior consent of the Approving Entities, exercise the rights of the Trust under Section 2.6 of the Plan. In the event that one or more of the members of the TAC are providing the services described in Section 2.6 of the Plan, the remaining members of the TAC shall be authorized to decide for the TAC whether or not to consent to any such exercise by the Trustees.

d) The Trustees shall not have the power to guarantee any debt of other Persons, provided however, that the Trustees shall have the power to implement the obligations of the Trust, if any, as required under the Plan.

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, this 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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accounting principles generally accepted in the United States, except for the special-purpose accounting methods set forth as follows:

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

2. The funding received from Plant, and its insurers, shall be recorded directly to net claimants' equity. These funds shall not represent income of the Trust. Settlement offers for Asbestos Related 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 non-cancelable 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, excluding any securities issued by the Reorganized Debtor which shall be recorded at cost, if no market value is available. 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. Realized and unrealized gains and losses on available-for-sale securities shall be recorded as separate components 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 original 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 the Reorganized Debtor 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 disposed of during the period covered by the financial statements. The Trustees shall provide a

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copy of such report to the Approving Entities and the Reorganized Debtor when such report is filed.

(iii) All materials required to be filed with the Bankruptcy Court by this Subsection 2.2(c), other than materials filed under seal, shall be available for inspection by the public 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 Northern 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 the 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 Average Values or Base Case Values in the Matrix 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 III Section 4, or Article IV of the Trust Bylaws; or the TDP; or

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

(v) to change the number of Trustees and to appoint successor Trustees; or

(vi) to settle the liability of any Asbestos Insurer under any Asbestos Insurance Policy covering Asbestos Related Claims or to settle any Asbestos Insurance Litigation; or

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

(viii) to exercise the Trust's rights under the Reorganized Debtor Warrant, the shareholder pledge, the Reorganized Debtor Note, the shareholder guaranty, the Reorganized Debtor Loan Note, and any other agreements among the Debtor, the Reorganized

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Debtor, the Trust, and Bayside, or to make loans or investments in the Reorganized Debtor other than those specified in the agreements among the Debtor, the Reorganized Debtor, the Trust, and Bayside; or

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

(x) to amend, supplement or modify the provisions of the Matrix.

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 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.

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. The Trustees shall identify any restricted accounts, and the nature of the restriction, in the reports to be filed with the Bankruptcy Court under Section 2.2(c) above.

3.2 Investments. The Trustees shall invest and manage Trust assets consistent with those standards and provisions of the Uniform Prudent Investor Act expressly set forth herein in this preamble for Section 3.2 and in Sections 3.2(a)-(c), subject to the limitations and provisions set forth below in Section 3.2(d), as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the Trust. In satisfying this standard, the Trustees shall exercise reasonable care, skill, and caution.

a) The Trustees' investment and management decisions respecting individual assets and courses of action must be evaluated not in isolation, but in the context of the Trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the Trust.

b) Among circumstances that are appropriate to consider in investing and managing Trust assets are the following, to the extent relevant to the Trust or its beneficiaries:

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(i) General economic conditions.

(ii) The possible effect of inflation or deflation.

(iii) The expected tax consequences of investment decisions or strategies.

(iv) The role that each investment or course of action plays within the overall Trust portfolio.

(v) The expected total return from income and the appreciation of capital.

(vi) Other resources of the beneficiaries known to the Trustees as determined from information provided by the beneficiaries.

(vii) Needs for liquidity, regularity of income, and preservation or appreciation of capital.

(viii) An asset's special relationship or special value, if any, to the purposes of the Trust or to one or more of the beneficiaries.

c) The Trustees shall make a reasonable effort to ascertain facts relevant to the investment and management of Trust assets.

d) Notwithstanding the foregoing and/or any other provision of this Trust Agreement, the Trustees shall comply with the following limitations and provisions:

(i) The Trust shall not acquire, directly or indirectly, equity in any Person (other than the Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) 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 Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) or business enterprise.

(ii) The Trust shall not acquire or hold any long-term debt securities (other than those of the Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) 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.

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(iii) 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 or has been given an equivalent rating by another NRSRO.

(iv) Excluding any securities issued by the Reorganized Debtor, the Trust shall not acquire or hold, directly or indirectly, any common or preferred stock or convertible securities ("Stock"), 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 of the Trust's total assets in such Stock Portfolios, excluding any securities issued by the Reorganized Debtor, or hold, directly or indirectly, more than forty-five percent of the Trust's total assets in such Stock, excluding any securities issued by the Reorganized Debtor

(v) 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, or other than securities or other instruments of the Reorganized Debtor or any successor to the Reorganized Debtor for investments authorized in the Plan) 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, excluding any securities issued by the Reorganized Debtor, 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 Reorganized Debtor or any successor to the Reorganized Debtor for investments authorized in the Plan) 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, excluding any securities issued by the Reorganized Debtor.

(vi) 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).

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

(viii) The Trust shall not acquire or hold any options (other than the Reorganized Debtor Warrant).

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(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, excluding any securities issued by the Reorganized Debtor. 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 Debtor or any successor to any Debtor) 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.

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 Settlements, the proceeds of Asbestos Insurance Policies and Net Recoveries. None of the Debtor, the Reorganized Debtor, the Indemnified Parties, their Affiliates, the Trustees, the Approving Entities, or any of their Affiliates, subsidiaries, successors in interest, present or former stockholders, directors, officers, employees or agents 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 Trustees shall be those persons named on the signature page hereof. On February 7, 2013, Stephen M. Snyder was designated as Managing Trustee, with the consent of all Approving Entities. All decisions of the Trustees must be by a majority vote of the Trustees, and where required herein, subject to the consent of the Approving Entities. In the event that the Trustees cannot agree by a majority vote, the dispute shall be resolved by the Bankruptcy Court.

4.2 Term of Service.

a) Each of the Trustees named pursuant to Section 4.1 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.

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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 a 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.

4.4 Liability of Trustees, Futures Representative and TAC. 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) Each of the Trustees shall receive compensation from the Trust for his or her services as Trustee in the amount of $40,000 per annum. Each of the non-managing Trustees shall be compensated by the payment 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 by the payment 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)

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published in January of each year, beginning as of January 1, 2015. The structure and amounts of the Trustee compensation will be reviewed when requested by the Trustees, the TAC and/or the Futures Representative, but no less than every (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 Trustees and Additional Indemnitees.

a) The Trust shall indemnify and defend the Trustees, the Trust's officers, and the Trust's 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.

b) Additionally, the Committee, the Futures Representative, the TAC, the Indemnified Parties 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 Indemnified Parties and their respective Agents, with respect to (i) the Chapter 11 Case and any act or omission with respect thereto 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 Indemnified Parties, 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.

c) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustees, the Committee, the Futures Representative, the TAC, 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

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advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the party seeking indemnity to repay such amount in the event that it shall be determined ultimately by Final Order that the party seeking indemnity is not entitled to be indemnified by the Trust.

d) 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.

e) 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.

f) 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, a member of the Committee, the Futures Representative, a member of the TAC, a Protected Party (other than a Settling Asbestos Insurer), 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.

4.7 Trustees' Lien. The Trustees, the Committee, the Futures Representative, the TAC, 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, 5.5, 6.6 and 6.7.

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 the Reorganized Debtor. Notwithstanding the foregoing, the Trustees may serve as officers or directors of any of the Reorganized Debtor. 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 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 Asbestos Injury Demands. The Trustees must consult with the Futures Representative on matters identified in Subsection 2.2(e), must obtain the

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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 Trustees 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.

b) The Futures Representative may resign at any time by written notice to the Trustees. 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 unanimous decision of the Trustees.

5.3 Appointment of Successor. A vacancy caused by resignation shall be filled with an individual nominated by the Futures Representative with the consent of the TAC. A vacancy for any other reason, or in the absence of a nomination by the Futures Representative consented to by the TAC, shall be filled with an individual selected by majority vote of 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 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.

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.

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

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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. 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 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 Members. The TAC shall consist of five (5) members as follows: Jerry Neil Paul; Matthew Bergman; David McClain; Alan Brayton; and Ronald Shingler.

6.2 Duties. The TAC shall serve in a fiduciary capacity representing all holders of Asbestos Related Claims (excluding, however, holders of Asbestos Injury Demands). 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.

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 Section 6.3(b) below, (iii) his or her removal

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pursuant to Section 6.3(c) below, or (iv) the termination of the Trust pursuant to Section 7.2 below.

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

c) A 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 meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the TAC with the approval of the Bankruptcy Court.

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 majority vote of 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 Trust's 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 Compensation and Expenses of TAC Members.

a) Each of the TAC members or their representatives shall receive compensation from the Trust by the payment of hourly fees for each of the following tasks, which are hereinafter called the "TAC Trust Tasks":

(i) Attendance at meetings of the Trustees.

(ii) Performance of tasks requested to be performed by the Managing Trustee that the Managing Trustee believes benefits or has benefited the Trust, as opposed to individual client or clients of the member of the TAC.

b) Each of the TAC members and/or their representatives shall each be compensated as a Trust Expense at the rate of $500 per hour for an official meeting of the Trustees, or on an official trip of the Trustees, or in the performance of any other TAC Trust Task. The TAC members shall record all hourly time to be charged to the Trust on a daily basis.

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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.

c) The Managing Trustee may, at his or her discretion, pay any invoices from members of the TAC or their representatives in aggregate amounts of up to $25,000 in any month that such Managing Trustee believes are appropriate under these resolutions without the necessity of further approval of the Trustees.

d) The structure and amounts of the TAC 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 Reimbursement of TAC Expenses. The Trust will 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 6.4 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.

6.8 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, if requested by the TAC, 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 shall be deemed to have objected to the request and the procedures set forth in Section 6.9 shall be followed.

6.9 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 6.8 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.

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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 resolved and paid to the extent provided in this Trust Agreement and the TDP, 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; or

(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.

b) Upon the termination of the Trust, after payment of all the Trust's liabilities have been provided for, all monies remaining in the Trust estate shall be used to adjust the Funds Received Ratio and distributed to claimants who are still entitled to receive distributions from the Trust pursuant to Section 2.3 of the TDP.

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, none of 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 indemnification provisions of this Trust Agreement, the efficacy or enforceability of the Injunctions or the Trust's qualified settlement fund status.

7.4 Severability. Should any provision in this Trust Agreement 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.

7.5 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

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provided on such person's claim form submitted to the Trust with respect to his or her or its Asbestos Related Claim.

Any notices or other communications required or permitted hereunder shall be in writing and delivered at the addresses designated below, or sent by telex, telecopy or facsimile pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished by any party to whom such notice is directed to the other parties listed herein in compliance with terms hereof.

To the Trust through the Trustees:

Plant Insulation Company Asbestos
Settlement Trust
300 East Second Street, Suite 1205
Reno, Nevada 89501
Attention: Ms. Sara Beth Brown

with a copy to:

Eve H. Karasik, Esq.
Levene, Neale, Bender, Yoo & Brill, L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, CA 90067
Telephone: (310) 229-1234
Facsimile: (310) 229-1244
Email: ehk@lnbyb.com

To the Futures Representative:

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

with a copy to:

Sander L. Esserman, Esq.
Stutzman, Bromberg, Esserman & Plifka
2323 Bryan Street, Suite 2200
Dallas, TX 75201
Telephone: (214) 969-4910
Facsimile: (214) 969-4999
Email: esserman@sbep-law.com

To the TAC:

Alan R. Brayton, Esq.
Co-Chair
P.O. Box 2109
222 Rush Landing Road
Novato, CA 94948

David M. McClain, Esq.
Co-Chair
Jack London Market
55 Harrison Street, Suite 400
Oakland, CA 94607

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with a copy to:	Steven B. Sacks, Esq. Sheppard Mullin Richter & Hampton LLP Four Embarcadero Center, 17th Floor San Francisco, CA 9411I Telephone: (415) 434-9100 Facsimile: (415) 434-3947 Email: ssacks@sheppardmullin.com
To Reorganized Debtor	Bayside Insulation & Construction, Inc. 1635 Challenge Drive Concord, California 94520 Attention: Shahram Ameli, President
with a copy to:	Ronald W. Ishida, Esq. Law Offices of Ronald W. Ishida 1635 Challenge Drive Concord, CA 94520 Telephone: (925) 222-3630 Email: rishida@rwilaw.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.

7.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtor, the Trust, and the Trustees and their respective successors and assigns, except that none of the Reorganized Debtor, or the Trust, nor any Trustee 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.

7.7 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.

7.8 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.

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7.9 Governing Laws; 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 Nevada's conflict of laws principles. The Trust is subject to the continuing jurisdiction of the Bankruptcy Court.

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

7.11 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.

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

7.13 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.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have executed this Trust Agreement this 19th day of April, 2018.

TRUSTEES:

Sandra R. Hernández, M.D.

John F. Luikart

Stephen M. Snyder

FUTURES REPRESENTATIVE:

David F. Levi

TRUST ADVISORY COMMITTEE:

By: Alan Brayton, Chairman

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EXHIBIT E

Investment Policy Statement

Plant Asbestos Settlement Trust

December, 2017

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 = 4.7 Risk = 6.4

Primary Goal

The Plant Insulation Company Asbestos 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 Plant Insulation Company (the "Debtor") Second Amended Joint Plan of Reorganization, dated April 2, 2012. The Trust was formed to assume the Debtor's 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 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.

[1] Represents expected after-tax (0%) geometric return and risk using Callan' 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	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 on similar Trusts 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[2]	**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 during the initial funding stage and 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 the Trustees to consider moving the allocations back toward the target allocation.

The target allocation is to be reviewed at least annually for presentation to the Trustees and Executive Director, for reasonableness relative to significant economic and market changes

[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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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.

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**
  - **50% Standard & Poor's 500 Stock Index**
  - **17% MSCI ACWI ex-US Index**
  - **33% 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 a blend of the following sub-components**
  - **90% Bloomberg Barclays 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

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mandates including but not limited to custom benchmarks and the unique tax situation of the Trust.

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 Thorpe Insulation Company Asbestos Settlement Trust 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,'s 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

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

2. 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.

3. 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**.

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

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- 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. **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 A1 by Moody's and/or A+ by Standard and Poor's or Fitch.
   - Securities must be rated investment grade at time of purchase.

2. **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 the3-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.

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- 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 can not 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

D. Other Investments

Pursuant to Section 3.2 (d) of the Trust Agreement as Amended, in order to achieve the over all 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 five 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.

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(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.

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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EXHIBIT F

Investment Policy Statement

Plant Asbestos Settlement Trust

February, 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 = 4.4 Risk = 6.1

Primary Goal

The Plant Insulation Company Asbestos 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 Plant Insulation Company (the "Debtor") Second Amended Joint Plan of Reorganization, dated April 2, 2012. The Trust was formed to assume the Debtor's 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 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.

[1] Represents expected after-tax (0%) geometric return and risk using Callan' 2018 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	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 on similar Trusts 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[2]	**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 during the initial funding stage and 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 the Trustees to consider moving the allocations back toward the target allocation.

The target allocation is 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

[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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allocation study should be conducted at least every three years to verify or amend the targets.

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**
  - **50% Standard & Poor's 500 Stock Index**
  - **17% MSCI ACWI ex-US Index**
  - **33% 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 a blend of the following sub-components**
  - **90% Bloomberg Barclays 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

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mandates including but not limited to custom benchmarks and the unique tax situation of the Trust.

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 Thorpe Insulation Company Asbestos Settlement Trust 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,'s or Royalty Trusts ("Stock") unless such stock is included in a diversified and managed portfolio or portfolios which include various industry sectors.

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

2. **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.

3. **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**.

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-

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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. **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 A1 by Moody's and/or A+ by Standard and Poor's or Fitch.
   - Securities must be rated investment grade at time of purchase.

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2. 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 the3-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 can not 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

D. Other Investments

Pursuant to Section 3.2 (d) of the Trust Agreement as Amended, in order to achieve the over all 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 five 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.

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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.

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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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 **SIXTH 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 26, 2018**, 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
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2. SERVED BY UNITED STATES MAIL: On **April 26, 2018**, 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*

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 26, 2018**, 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.

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

April 26, 2018	Lisa Masse	*/s/ Lisa Masse*
Date	*Type Name*	*Signature*

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