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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re J.T. THORPE, INC., a California corporation; J.T. THORPE, INC., a dissolved California corporation; Debtors.	Chapter 11 Case Nos. 2:02-bk-14216-BB & 2:04-bk-35876-BB (Jointly Administered Under Case No. 2:02-bk-14216-BB) **TWELFTH ANNUAL REPORT AND ACCOUNTING, AUDITED FINANCIAL STATEMENTS, AND CLAIM REPORT** **Hearing**: Date: June 13, 2018 Time: 2:00 p.m. Place: Courtroom 1539 255 East Temple Street Los Angeles, CA 90012

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

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

DATED: April 25, 2018

Respectfully submitted,

By: __//s// *Eve H. Karasik* __________

EVE H. KARASIK
LEVENE, NEALE, BENDER,
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Email: EHK@lnbyb.com
Bankruptcy Counsel for the J.T. Thorpe Settlement Trust

**TWELFTH ANNUAL REPORT AND ACCOUNTING
OF J.T. THORPE SETTLEMENT TRUST**

The Trustees of the J.T. Thorpe Settlement Trust ("Trust") hereby submit this Twelfth Annual Report and Accounting ("Annual Report") covering Trust activities that occurred during the period from January 1, 2017 to and including December 31, 2017 ("Accounting Period"), and certain activities of the Trust that took place outside of the Accounting Period. This Annual Report is submitted to the U.S. Bankruptcy Court for the Central District of California, Los Angeles Division, *In re J.T. Thorpe, Inc., a California corporation*; *J.T. Thorpe, a dissolved California corporation*; *Thorpe Holding Company, a California corporation*; and *Thorpe Technologies, Inc., a California corporation*, Case Nos. 2:02-bk-14216-BB; 2:04-bk-35876-BB; 2:04-bk-35877-BB; 2:04-bk-35847-BB, Jointly Administered Under Case No. 2:02-bk-14216-BB, in accordance with the *First Amended Joint Plan of Reorganization* [Docket No. 472] (the "Plan"); *Order Confirming First Amended Joint Plan of Reorganization Dated August 5, 2005, and Granting Related Relief* [Docket No. 1455] ("Confirmation Order"); and the Trust Agreement, Bylaws, Trust Distribution Procedures, and Case Valuation Matrix, as amended from time to time, established pursuant to the Plan,[1] and pursuant to the laws of the state of Nevada, where the Trust is organized and where it resides. The Trust Agreement states in Section 7.11 that the Trust is governed by Nevada law. Section 164.015 of the Nevada Revised Statutes allows the Trust to render an accounting and seek approval for its past actions. The factual statements in this Annual Report are supported by the Declaration of Sara Beth Brown, Executive Director, in Support of Motion to Approve and Settle J.T. Thorpe Settlement Trust's Twelfth Annual Report and Accounting, Audited Financial Statements, and Claim Report as described in paragraphs 6, 7, and 8, *infra*. Capitalized terms not defined herein are defined in the Glossary of Terms for the Plan Documents. This Court has approved each Annual Report beginning in 2007.

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[1] The Appendix [Docket Nos. 1755-2 through 1755-4] includes the Plan; Order Confirming the Plan; Eighth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement (the "Trust Agreement"); Third Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Bylaws ("Trust Bylaws"); Second Amendment to and Complete Restatement of J.T. Thorpe Case Valuation Matrix (the "Matrix"); Second Amendment to and Complete Restatement of Trust Distribution Procedures ("TDP"); other controlling documents approved by this Court; and other documents as indicated.

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

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

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

Mr. Snyder was designated as the Managing Trustee on July 24, 2007, and has acted in that capacity since that time. Dr. Sandra R. Hernandez and Mr. John F. Luikart have acted as Trustees of the Trust since June 29, 2007.

3. Appointment of Trust Advisory Committee: In the Order Confirming the Plan, this Court approved the appointment of Alan Brayton, Steven Kazan, and David Rosen as the initial members of the TAC. Mr. Brayton has served as Chair of the TAC and Mr. Kazan continued to serve as a member of the TAC since the Effective Date of the Trust. As initially described in the Trust's Tenth Annual Report, Mr. Rosen resigned in January 2016 and pursuant to Section 6.4 of the Trust Agreement, Patrick A. DeBlase was nominated by the remaining members of the TAC to succeed Mr. Rosen as a member of the TAC. This Court approved Mr. DeBlase as a member of the TAC on June 10, 2016.

4. Appointment of Futures Representative: The Honorable Charles B. Renfrew, retired, was appointed as the Futures Representative in the J.T. Thorpe Reorganization Cases on December 2, 2002, and his continued appointment as the Futures Representative of the Trust was approved by this Court in the Confirmation Order. Judge Renfrew served as the Trust's Future Representative since the Effective Date of the Trust until his death on December 14, 2017. 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 on March 20, 2018. No objections were filed and on April 11, 2018, the Order Granting J.T. Thorpe 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. Therefore, the Trust's fiscal year is the calendar year. Except where otherwise stated, all reports attached to this Annual Report cover the Accounting Period. Section 2.2(b) of the Trust Agreement requires the Trustees to file income tax and other returns and statements in a timely manner, and to comply with all withholding obligations as legally required, including fulfilling requirements to maintain its status as a Qualified Settlement Fund. The 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 each year, attaching a copy of the Trust's federal tax return, but showing no California taxable income or state tax liability.

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

> The Trustees shall cause to be prepared and filed with the Bankruptcy Court . . . 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 the following special-purpose accounting methods which differ from accounting principles generally accepted in the United States.

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

7. Financial Report: In accordance with the requirements of Section 2.2(c)(i) of the Trust Agreement, the Trust has caused its financial statements to be audited by Grant Thornton LLP, the independent certified public accountants retained by the Trust to perform the annual audit of its financial statements. The Trust's audited financial statements ("Audited Financial Statements") are attached hereto as Exhibit "A". These include a Statement of Net Claimants' Equity, a Statement of Changes in Net Claimants' Equity, a Statement of Cash Flows and explanatory Notes. The Statement of Net Claimants' Equity, which is the equivalent of a corporate balance sheet, reflects total assets of the Trust at market value and on the other comprehensive basis of accounting adopted by the Trust. These Audited Financial Statements show, among other things, that as of December 31 2017, total Trust assets were $146,703,670, total liabilities were $11,382,662, and Net Claimants' Equity was $135,321,008.

8. Claim Report: Section 2.2(c)(ii) of the Trust Agreement provides that along with the Audited Financial Statements, the Trust shall file with the Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The J.T. Thorpe Settlement Trust Claim Report As of December 31, 2017 ("Claim Report") is attached hereto as Exhibit "B". During the Accounting Period, the Trust received 432 claims, paid 225 claims, and made settlement offers on 247 claims. Since the Trust received its first Trust Claim[2] on October 24, 2006, the Trust has received 8,369 Trust Claims, paid 4,733 Trust Claims, and 3,420 Trust Claims have been withdrawn or rejected.[3]

Section 5.4 of the TDP provides that "as soon as practicable after the Effective Date, the Trust shall pay all Trust Claims that were liquidated by (i) a written settlement agreement entered into prior to the Petition Date for the particular claim, or (ii) the pre-confirmation claims liquidation process." The vast majority of the 1,474 Trust claims identified in this Court's January 27, 2006, Order Liquidating Asbestos Related Claims (hereafter "PCLP Claims") were paid in 2006. To date,

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[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.

eleven (11) PCLP Claims have been withdrawn by their respective law firms. During the Accounting Period, no PCLP Claims were paid. The Trust has not yet received proper release documents for twenty-one (21) remaining unpaid PCLP Claims in the amount of $78,655.

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

10. Trustees' Meetings: Article II, Section 4 of the Trust Bylaws provides that the Trustees shall meet in Nevada, or a state other than California, at least four times a year, as close as practicable on a quarterly basis. The Trustees held five (5) meetings during the Accounting Period (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 5.9 of the Trust Distribution Procedures.

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

Percentage continued to remain at 45% after it was reviewed on February 7, 2013 and again on September 23, 2014. As initially described in the Trust's Tenth Annual Report, on April 14, 2016, it was decided that the Payment Percentage should remain at 45% based upon the updated forecast.

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

14. Inflation Adjustment: The original Payment Percentage approved by this Court was based upon projections of future claims payments adjusted annually for inflation. Beginning in 2008, all claims payments made during a calendar year include a cost of living adjustment based upon the Federal Bureau of Labor Statistics' *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W) announced in January each year. At the 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 22.04% added to the payment amount.

15. Budget and Cash Flow Projections: Section 2.2(d) of the Trust Agreement requires the Trust to prepare a budget and cash flow projections prior to the commencement of each fiscal year covering such fiscal year and the succeeding four fiscal years. The Trustees approved the 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 $1,423,500.[4]

16. Trust Facilities and Services Sharing Agreement with Western Asbestos Settlement Trust: As initially described in the Trust's First Annual Report, the Trust and Western Asbestos Settlement Trust ("Western Trust") entered into a Trust Facilities and Services Sharing Agreement. The Trust agreed to pay a negotiated monthly amount. Such arrangement was approved by this Court in the order approving the Trust's First Annual Report. As described in the Trust's Eleventh Annual Report, pursuant to the annual reconciliation of fees presented on March 16, 2017, the 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.

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

18. Operating Fund: The Operating Fund was established at Wells Fargo Bank, N.A. as described in the Trust's Annual Reports. During the Accounting Period, transfers were made from the Settlement Fund to the Operating Fund to pay anticipated operating expenses of the Trust.

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

In addition to the first priority lien on all the Trust's assets, in 2006, the Trust established an indemnity fund in the amount of $5,000,000, as described in the Trust's Annual

[4] This figure excludes claimant payments budgeted for $8,400,000, extraordinary legal fees budgeted for $280,000, income tax payments budgeted for $1,750,000, and investment fees budgeted for $547,021.

Reports. All interest earned by the fund is returned to the Trust quarterly. During the Accounting Period, no claims were made against and no money was paid from the fund.

20. Legal Dispute: As initially described in the Trust's Ninth Annual Report, on January 23, 2014, the Trustees entered into an agreement with the Mandelbrot Law Firm and its principal, Michael J. Mandelbrot (herein "Mandelbrot"), requiring that Mandelbrot transfer all its pending claims to other counsel and cease "immediately" further claims-filing activity with the Trust. This agreement was made on the record during the bench trial of this Trust's and the Thorpe Insulation Settlement Trust's adversary proceedings against Mandelbrot. The terms of the agreement and settlement were read in to the record and agreed to by all parties, including Mandelbrot.

After making the stipulation, however, Mandelbrot's trial counsel was substituted out as counsel and Mandelbrot disavowed the agreement and unsuccessfully challenged its validity. After further hearings, this Court entered the Order Granting Motion To Enforce January 23, 2014 Stipulated Agreement [Docket No. 232] ("Enforcement Order") and Order Following Trial On Adversary Complaints And Motion For Instructions [Docket No. 233] ("Order After Trial"). All of this was reduced to a Judgment, entered on April 7, 2014, resolving the adversary proceedings [Docket No. 234] ("Judgment and Order"). This Court issued its Findings of Fact and Conclusions of Law supporting its Order after Trial [Docket No. 235] on April 9, 2014.

Mandelbrot filed a Motion to Stay Enforcement of the Judgment and Order Following Trial. On May 27, 2014, this Court heard and denied Mandelbrot's motion to stay enforcement of the Judgment and Order. Thereafter, in early June 2014, Mandelbrot appealed the Judgment and Order and filed a motion to stay enforcement of the Judgment and Order pending appeal before the Honorable Virginia A. Phillips 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 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 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 and all claims previously submitted by Mandelbrot have been transferred to new counsel. The Trust advised claims filers that Mandelbrot is not permitted to file claims with the Trust and on March 6, 2015, posted such a notification on its Web site. The Trust has been informed that Mandelbrot's Web site has continued to include the Trust in lists of asbestos trusts with which Mandelbrot files claims, despite the Judgment and Order precluding Mandelbrot from filing claims with the Trust. Under the circumstances, the Trust continues to monitor compliance with the Judgment and Order.

In addition, Mr. Mandelbrot 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.

21. 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 Amendment to and Complete Restatement of J.T. Thorpe Case Valuation Matrix is attached hereto as Exhibit "C". Amendments to Sections 2.2(g) and 7.6 of the Trust Agreement were approved on April 19, 2018. A copy of the Ninth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement is attached hereto as Exhibit "D".

22. 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 hearing on the Trust's Eleventh Annual Report and Accounting (posted April 27, 2017);

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

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

d. Notice of timing of requests for consideration at Trustees' meetings (posted

December 12, 2017);

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

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

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

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

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

23. Scenario Planning: As described in the Trust's Eleventh 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.

24. Filing Fee: Pursuant to Section 6.5 of the TDP, the filing fee was reviewed at the September 22, 2017 meeting and there were no recommended changes to the existing $250 fee during the Accounting Period or as of the date hereof.

25. Trustee's Compensation: Section 4.5(c) of the Trust Agreement requires the Trust to report the amounts paid to the Trustees for compensation and expenses. During the Accounting Period, the Trustees each received per annum compensation in the amount of $20,544 paid in quarterly installments. The total paid to all Trustees for hourly compensation and for reimbursement of expenses was $86,462 and $447, respectively.

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

a. Eagle Capital Management, LLC: One of six investment managers for the Trust described in paragraph 27, *infra;*

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

c. Klee, Tuchin, Bogdanoff & Stern LLP: Counsel to the Trust for the Mandelbrot appeals described in paragraph 20, *supra*;

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

e. Westwood Management Corporation: One of six investment managers for the Trust described in paragraph 27, *infra*.

27. 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 manager of investment managers. Eagle Capital Management, Harding Loevner, LP, Segall Bryant & Hamill, Standish Mellon Asset Management, State Street Global Advisors, and Westwood Management Corporation have continued to act as the Trust's investment managers.

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.

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The Trustees submit that the Annual Report and attached exhibits demonstrate the Trust acted prudently and expeditiously in executing its legal obligations during the Accounting

Period and up to and including the date hereof. The Trust conscientiously worked to execute equitable claims procedures and process Trust Claims with due diligence during the Accounting Period and up to and including the date hereof. Moreover, the Trust worked with its accountants and financial advisors to preserve and grow Trust assets in order to fulfill the purpose of the Trust – paying valid asbestos claims. In doing so, the Trust carefully complied with all Plan documents and the mandates of this Court.

EXHIBIT A

Financial Statements and Report of Independent Certified Public Accountants

J. T. Thorpe Settlement Trust

December 31, 2017 and 2016

Contents

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Report of Independent Certified Public Accountants

Trustees
J.T. Thorpe Settlement Trust

We have audited the accompanying financial statements of J.T. Thorpe 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 J.T. Thorpe 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.

Grant Thornton

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 Central District of California, Los Angeles Division and is not intended to be and should not be used by anyone other than these specified parties.

Grant Thornton LLP

Reno, Nevada
April 19, 2018

J. T. Thorpe Settlement Trust

STATEMENTS OF NET CLAIMANTS' EQUITY

December 31,

	2017	2016
ASSETS		
Cash, cash equivalents and investments		
Available-for-sale		
Restricted	$ 5,000,000	$ 5,000,000
Unrestricted	140,541,443	135,113,560
Total cash, cash equivalents and investments	145,541,443	140,113,560
Accrued interest and dividend receivables	923,207	915,169
Prepaid federal income tax	206,192	326,625
Total assets	$ 146,670,842	$ 141,355,354
LIABILITIES		
Accrued expenses	$ 163,353	$ 157,160
Claim processing deposits	290,500	253,500
Unpaid claims (Note D)		
Outstanding offers	1,495,154	1,316,198
Pre-confirmation liquidated claims	78,655	76,960
Deferred tax liability	8,923,000	5,855,000
Facility and staff sharing agreement payable	432,000	456,000
Total liabilities	$ 11,382,662	$ 8,114,818
NET CLAIMANTS' EQUITY	$ 135,288,180	$ 133,240,536

The accompanying notes are an integral part of these statements.

J. T. Thorpe Settlement Trust

STATEMENTS OF CHANGES IN NET CLAIMANTS' EQUITY

For the years ended December 31,

	2017	2016
Net claimants' equity, beginning of year	$ 133,240,536	$ 139,035,925
Additions to net claimants' equity		
Additional funding	82,897	-
Investment income	3,076,945	2,940,524
Filing fee income	11,000	11,250
Net decrease in facility sharing	24,000	-
Net realized and unrealized gains on available-for-sale securities	10,369,281	1,754,702
Total additions	13,564,123	4,706,476
Deductions from net claimants' equity		
Operating expenses	1,819,629	1,734,469
Provision for income taxes, current	370,433	360,677
Provision for income taxes, deferred	3,068,000	230,000
Net increase in facility sharing	-	12,000
Claims settled	6,077,766	7,981,290
Net increase in outstanding claim offers	180,651	183,429
Total deductions	11,516,479	10,501,865
Net claimants' equity, end of year	$ 135,288,180	$ 133,240,536

The accompanying notes are an integral part of these statements.

J. T. Thorpe Settlement Trust

STATEMENTS OF CASH FLOWS

For the years ended December 31,

	2017	2016
Cash inflows:		
Additional funding	$ 82,897	$ -
Investment income receipts	3,079,907	2,998,180
Net realized gain on available-for-sale securities	1,045,645	1,245,909
Increase in claim processing deposits	37,000	30,500
Federal tax refunds	-	1,000,000
Total cash inflows	4,245,449	5,274,589
Cash outflows:		
Claim payments made	6,077,766	7,981,290
Disbursements for Trust operating expenses	1,813,436	1,761,756
Disbursements for Trust income taxes	250,000	-
Total cash outflows	8,141,202	9,743,046
Net cash outflows	(3,895,753)	(4,468,457)
Non-cash changes:		
Net unrealized gains on available-for-sale securities	9,323,636	508,793
NET INCREASE (DECREASE) IN CASH EQUIVALENTS AND INVESTMENTS AVAILABLE-FOR-SALE	5,427,883	(3,959,664)
Cash, cash equivalents and investments available-for-sale, beginning of year	140,113,560	144,073,224
Cash, cash equivalents and investments available-for-sale, end of year	$ 145,541,443	$ 140,113,560

The accompanying notes are an integral part of these statements.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS

December 31, 2017 and 2016

NOTE A - SUMMARY OF ACCOUNTING POLICIES

1. Description of Trust

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

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

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

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 J. T. Thorpe, Dissolved Thorpe, Thorpe Technologies, Inc., Thorpe Holding Company, Inc. and their insurers is recorded directly to net claimants' equity. These funds do not represent income of the Trust. Offers for asbestos health claims are reported as deductions from net claimants' equity and do not represent expenses of the Trust.
- Costs of non-income producing assets, which will be exhausted during the life of the Trust and are not available for satisfying claims, are expensed when incurred. These costs include acquisition costs of computer hardware, software and software development.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

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 liability for unpaid claims reflected in the statement of net claimants' equity represents settled but unpaid claims and outstanding offers. A claims liability is recorded once an offer is made to the claimant at the amount equal to the expected pro rata payment. No liability is recorded for future claim filings and filed claims on which no offer has been made. Net claimants' equity represents funding available to pay present and future claims on which no fixed liability has been recorded.
- Available-for-sale securities are recorded at fair value. All interest and dividend income on available-for-sale securities is included in investment income on the statement of changes in net claimants' equity. Net realized and unrealized gains and losses on available-for-sale securities are recorded as a separate component on the statement of changes in net claimants' equity. The fair value hierarchy of investments is reported.
- Realized gains and losses on available-for-sale securities are recorded based on the security's amortized cost. At the time a security is sold, all previously recorded unrealized gains and losses are reversed and recorded net, as a component of net realized and unrealized gains/losses in the accompanying statement of changes in net claimants' equity.

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.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

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 the Trust to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of additions and deductions to net claimants' equity during the reporting period. Actual results could differ from those estimates.

7. Concentration of Risk

Financial instruments that potentially subject the Trust to concentrations of risk consist of cash, cash equivalents and investments. Cash equivalents consist of money market 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 before 2013.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

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

	December 31, 2016	
	Cost	Fair Value
Restricted		
Cash equivalents	$ 165,400	$ 165,400
U.S. Government obligations	2,088,740	2,068,017
Municipal bonds	176,794	168,335
Asset backed securities	231,557	229,593
Corporate debt	2,393,075	2,368,655
Total restricted	5,055,566	5,000,000
Unrestricted		
Cash demand deposits	1,007,224	1,007,224
Cash equivalents	9,561,596	9,561,596
Equity securities	28,569,139	43,129,388
U.S. Government obligations	15,932,494	15,912,377
Municipal bonds	56,711,922	57,153,320
Asset-backed securities	470,463	473,319
Corporate debt	7,925,314	7,876,336
Total unrestricted	120,178,152	135,113,560
Total funds	$ 125,233,718	$ 140,113,560

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

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	$ 307,038	$ -
Cash equivalents	9,023,218	-
Equity securities	51,918,052	-
U.S. Government obligations	6,497,356	4,639,807
Municipal bonds	-	57,750,753
Asset-backed securities	-	836,302
Corporate debt	14,568,917	-
	$ 82,314,581	$ 63,226,862

	December 31, 2016	
	Level 1	Level 2
Assets		
Cash demand deposits	$ 1,007,224	$ -
Cash equivalents	9,726,996	-
Equity securities	43,129,388	-
U.S. Government obligations	11,808,329	6,172,065
Municipal bonds	-	57,321,655
Asset-backed securities	-	702,912
Corporate debt	10,244,991	-
	$ 75,916,928	$ 64,196,632

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

NOTE B - CASH, CASH EQUIVALENTS AND INVESTMENTS - Continued

The Trust experiences transfers in and out of levels within the fair value hierarchy primarily due to the market activity of the underlying security. The Trust's policy is to recognize transfers in and out at the actual date the event or change in circumstance caused the transfer. During December 31, 2017 and December 31, 2016, no securities were transferred between Level 1 to Level 2.

The maturities of the Trust's available-for-sale securities at market value (excluding cash equivalents) 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	$ 5,689,649	$ 3,298,933	$ 293,153	$ 1,855,428
Municipal bonds	4,224,261	30,733,573	19,253,623	3,539,296
Asset-backed securities	-	624,309	94,602	117,391
Corporate debt	1,996,401	9,872,445	939,448	1,760,623
	$ 11,910,311	$ 44,529,260	$ 20,580,826	$ 7,272,738

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	$ 112,654

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 was $0.

Total depreciation expense related to asset acquisition using accounting principles generally accepted in the United States would have been approximately $8,500 for the years ended December 31, 2017 and 2016.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

NOTE D - CLAIM LIABILITIES

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

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

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 claim system development, but was put back in place on September 28, 2017. During the years ended December 31, 2017 and 2016, there were no expired offers.

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

In the interest of treating all claimants equitably in accordance with the Plan, the Trustees have recommended that all payments made during each calendar year ended December 31, 2008 through December 31, 2015 include a cost of Living Adjustment for inflation based on the Federal Bureau of Labor Statistics' *Consumer Price Index for Urban Wage Earners and Clerical Workers* (CPI-W). Claims liabilities at year end are adjusted for any approved Inflation Adjustment. Inflation Adjustments are cumulative. Cumulative Inflation Adjustments of 22.04% and 19.41% are included in outstanding claims liabilities as of December 31, 2017 and 2016, respectively.

The Trust processed and approved approximately $6,257,000 and $8,163,000 of Trust Claims during the years ended December 31, 2017 and 2016, respectively.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

NOTE E - FACILITY AND STAFF SHARING AGREEMENT

The Trust has entered into a facilities and staff sharing agreement with the Western Asbestos Settlement Trust, (the Western Trust). The two Trusts are related through common trustees. Under the agreement, and in exchange for advance monthly payments, the Western Trust provides use of its facilities and services relating to administration and claims processing. The monthly payment in 2017 was $38,000. The monthly payment in 2016 was between $35,000 and $37,000. Agreement provisions allow for automatic renewals for additional one-year periods unless either party provides written notice. The amounts of advance monthly payments are agreed upon between the Trusts from time to time. The equitable amount agreed upon is based on the required written calendar year reconciliation of annual services that is performed by the Western Trust. Any excess of costs over payments or payments over cost is required to be repaid by the benefited party with interest. The reconciliation for 2017 and 2016 were performed and recorded in the current period. The reconciliation performed for the years ended December 31, 2017 and 2016 resulted in a reimbursement from the Western Trust of approximately $27,000 and $9,000, 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 F - NET CLAIMANTS' EQUITY

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

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

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

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

NOTE G - RESTRICTED CASH, CASH EQUIVALENTS AND INVESTMENTS

To avoid the high costs of director and officer liability insurance, and pursuant to the Trust Agreement, the Trust has elected to be self-insured and has established a segregated security fund of $5,000,000. These funds are devoted exclusively to securing the obligations of the Trust to indemnify the former and current Trustees 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 $5,000,000 were restricted for these purposes.

NOTE H - 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.

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 provision for income taxes consists of the following for the years ended December 31, 2017 and 2016:

	2017	2016
Income tax – current	$ 370,433	$ 360,677
Deferred income tax expense	3,068,000	230,000
	$ 3,438,433	$ 590,677

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)		
Other	$ 32,000	$ 37,000
Unrealized appreciation	(8,955,000)	(5,892,000)
	$ (8,923,000)	$ (5,855,000)

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 $627,000.

J. T. Thorpe Settlement Trust

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 31, 2017 and 2016

NOTE I - SUBSEQUENT EVENTS

The Trust evaluated subsequent events through April 19, 2018, the date the financial statements were available to be issued. There were no material subsequent events that required recognition or disclosure.

SUPPLEMENTAL INFORMATION

J. T. Thorpe Settlement Trust

SCHEDULE OF OPERATING EXPENSES

For the years ended December 31,

	2017	2016
Accounting	$ 41,120	$ 38,685
Claims processing	116,226	84,848
Futures representative	161,185	135,635
Information technology support	21,902	22,270
Insurance expense	8,771	7,737
Investment expense	573,176	528,913
Legal fees	211,993	206,423
Travel and meals	2,795	5,507
Trust advisory committee	33,126	33,451
Trust facility and staff sharing expense	428,839	426,116
Trustee fees	163,094	177,111
Trustees professional	57,402	67,773
	$ 1,819,629	$ 1,734,469

EXHIBIT B

EXHIBIT “B”

J.T. Thorpe Settlement Trust
Claim Report
As of December 31, 2017

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

Pre-Confirmation Liquidated Claims

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

No PCLP Claims were paid during the Accounting Period. The Trust has not yet received proper release documents for twenty-one (21) remaining unpaid PCLP Claims in the total amount of $78,655. That amount is based upon the current Payment Percentage of 45% of the total liquidated value, and includes the cumulative inflation adjustment of 22.04% utilized for claims payments made in 2018 and is based upon the Federal Bureau of Labor Statistics’ Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI-W”).

As of April 1, 2018, the total amount paid for PCLP Claims is $34,112,691.

Trust Claims

Claims received and disposed of from January 1, 2017, through December 31, 2017, in accordance with the Second Amendment to and Complete Restatement of J.T. Thorpe Case Valuation Matrix (“Matrix”) and the J.T. Thorpe, Inc., a California corporation/J.T. Thorpe, Inc., a dissolved California corporation/Thorpe Holding Company, Inc., a California corporation/Thorpe Technologies, Inc., a California corporation Asbestos Personal Injury Settlement Second Amendment to and Complete Restatement of Trust Distribution Procedures (“TDP”) are as set forth below.

The value of each compensable disease is determined by the Matrix and TDP. Claim compensation is adjusted for individual claimants based upon tort related individual characteristics, including, but not limited to: age, marital status, dependents, medical specials, economic loss, exposure location, and whether living at the time of commencement of litigation or filing the claim with the Trust. Each valid claim is awarded a total liquidated value. As of December 31, 2017, Trust Claims were paid at the approved Payment Percentage of 45%. Payments made on Trust Claims in 2017 included an additional 19.41% to account for cumulative inflation based upon the CPI-W.

During the Accounting Period, 432 claims were received. In addition, offers were issued to 247 claimants. Further, 225 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	33
Grade I Non-Malignant	40
Grade I Non-Malignant Enhanced Asbestosis	20
Grade I Non-Malignant Serious Asbestosis	13
Other Cancer	11
Lung Cancer	43
Mesothelioma	65
Totals	**225**

As of April 1, 2018, the total amount paid for Trust Claims is $108,068,016.

EXHIBIT C

EXHIBIT "C"

THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF J.T. THORPE CASE VALUATION MATRIX

The Case Valuation Matrix ("Matrix") is designed to approximate historical settlement values in the tort system. To achieve this goal, historical settlement values were evaluated where J.T. Thorpe, Inc., a California corporation; J.T. Thorpe, Inc., a dissolved California corporation; Thorpe Holding Company, Inc., a California corporation; and Thorpe Technologies, Inc., a California corporation (collectively "Thorpe"), performed significant work and had a history of being sued and settling cases. Historical settlement values were adjusted to current settlement values using settlement data 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. Capitalized terms not defined herein shall have the meanings ascribed to them in the "J.T. Thorpe, Inc., a California corporation / J.T. Thorpe, Inc., a dissolved California corporation / Thorpe Holding Company, Inc., a California corporation / Thorpe Technologies, Inc., a California corporation Asbestos Personal Injury Settlement Trust Distribution Procedures."

The following represents the average settlement values adjusted to current value ("Average Value"):

Mesothelioma	$ 150,000
Lung Cancer	$ 40,000
Other Cancer	$ 25,000
Grade I Non-Malignancy	$ 10,000
Grade II Non-Malignancy	$ 3,000

The Matrix is designed to value cases using a base case value. This base case value is then increased and/or decreased by a series of adjustment factors that approximate factors which add or subtract value to cases in the tort system. The base case value has been set to yield (after application of the adjustment factors) average liquidation values, that are equal to the historical Average Value described above. The Base Case Values are:

Mesothelioma	$ 102,647
Lung Cancer	$ 15,278
Other Cancer	$ 8,496
Grade I Non-Malignancy	$ 6,843
Grade II Non-Malignancy	$ 2,374

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, 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 Thorpe 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 installed or removed by Thorpe 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) **Diagnosis.** Injured Person diagnosed with malignant Mesothelioma by a Pathologist, Internist, Pulmonologist or Occupational Medicine Physician.

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

(iii) **Age.** Injured Person was 75 years old at death;

(iv) **Dependents.** Injured Person had a spouse and no other dependents or minor children at time of death;

(v) **Economic Loss (excluding medical and funeral expenses).** Injured Person's loss of earnings, pension, social security and home services total up to $238,825, as adjusted annually (the "Applicable Economic Loss Threshold");

(vi) **Medical and Funeral Expenses.** Injured Person's medical and funeral expenses total up to $265,764, as adjusted annually (the "Applicable Medical Expense Threshold");

(vii) **Exposure.** Injured Person had Standard Exposure to asbestos-containing products for which Thorpe is liable at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b);

(viii) **Latency.** 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 1.3 M 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 (1.3 M) and alive at the commencement of litigation or the time of filing of proof of claim, whichever is earlier (1.3 M), and who had exposure at what is known to be a high exposure site (1.5 M), 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 .7 M, and shall be increased .015 for every year under 75 years of age up to a maximum upward adjustment to 1.4 M.

(ii) **Exposure.** The following adjustments are based on exposure at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b):

Exposure Rating	**Adjustment**
High Exposure Sites or jobtypes, as defined in Section VII(c)	2.0 M
Standard Exposure Sites, as defined in Section VII(c)	1.0 M
Low Exposure Sites, as defined in Section VII(c)	0.5 M

(iii) **Living/Deceased.** 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) **Dependents.** 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 M. Separately and in addition, 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.

(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 $1,194 (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.

(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 $1,329 (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 $99,662, 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) **Diagnosis.** Injured Person diagnosed with primary lung cancer by a Pathologist, Internist, Pulmonologist or Occupational Medicine Physician, and

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

(iii) **Age.** Injured Person was 75 years old at death;

(iv) **Dependents.** Injured Person had a spouse and no other dependents or minor children at time of death;

(v) **Economic Loss (excluding medical and funeral expenses).** Injured Person's loss of earnings, pension, social security and home services total up to $238,825, as adjusted annually (the “Applicable Economic Loss Threshold”);

(vi) **Medical and Funeral Expenses.** Injured Person’s medical and funeral expenses total up to $265,764, as adjusted annually (the “Applicable Medical Expense Threshold”);

(vii) **Exposure.** Injured Person had Standard Exposure to asbestos-containing products for which Thorpe is liable at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b);

(viii) **Smoking-Pack years.** Injured Person had a 20-80 pack-year history of smoking;

(ix) **Smoking Duration.** Injured Person was still smoking at the time of diagnosis, or had quit smoking fewer than 10 years before diagnosis;

(x) **Medical Causation.** 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, or computed tomography (CT) evidence of interstitial disease attributed to prior asbestos exposure; and

(xi) **Latency.** 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 known 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, 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 at traditional jobsites including shipyards, refineries, power plants, or other sites as defined in section VII(b):

Exposure Rating	**Adjustment**
High Exposure Sites or jobtypes, as defined in Section VII(c)	2.0 LC
Standard Exposure Sites, as defined in Section VII(c)	1.0 LC
Low Exposure Sites, as defined in Section VII(c)	0.5 LC

(iii) **Living/Deceased.** 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) **Dependents.** 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 LC. Separately and in addition, 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 LC.

(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 $1,194 (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 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 $1,329 (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 $99,662, 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 from 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
Causation Information	**Adjustment**
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
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) **Diagnosis.** 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.

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

(iii) **Age.** Injured Person was 75 years old at death;

(iv) **Dependents.** Injured Person had a spouse and no other dependents or minor children at time of death;

(v) **Economic Loss (excluding medial and funeral expenses).** Injured Person's loss of earnings, pension, social security and home services total up to $238,825, as adjusted annually (the "Applicable Economic Loss Threshold");

(vi) **Medical and Funeral Expenses.** Injured Person's medical and funeral expenses total up to $265,764, as adjusted annually (the "Applicable Medical Expense Threshold");

(vii) **Exposure.** Injured Person had Standard Exposure to asbestos-containing products for which Thorpe is liable at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b);

(viii) **Smoking-Pack years.** Injured Person had a 20-80 pack-year history of smoking;

(ix) **Smoking Duration.** Injured Person was still smoking at the time of diagnosis, or had quit smoking fewer than 10 years before diagnosis;

(x) **Medical Causation.** 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

(xi) **Latency.** 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 known 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 at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b):

Exposure Rating	**Adjustment**
High Exposure Sites or jobtypes, as defined in Section VII(c)	2.0 OCA
Standard Exposure Sites, as defined in Section VII(c)	1.0 OCA
Low Exposure Sites, as defined in Section VII(c)	0.5 OCA

(iii) **Living/Deceased.** 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) **Dependents.** 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. Separately and in addition, 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.

(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 $1,194 (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.

(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 $1,329 (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 $99,662, 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 from 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
Over 80 pack-years of smoking	0.6 OCA
Causation Information	**Adjustment**
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 an 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) **Age.** Injured Person is 75 years old;

(ii) **Dependents.** Injured Person has a spouse and no other dependents or minor children;

(iii) **Economic Loss (excluding medical and funeral expenses).** Injured Person's loss of earnings, pension, social security and home services total up to $238,825, as adjusted annually (the "Applicable Economic Loss Threshold");

(iv) **Medical and Funeral Expenses.** Injured Person's medical and funeral expenses total up to $265,764, as adjusted annually (the "Applicable Medical Expense Threshold");

(v) **Exposure.** Injured Person had Standard Exposure to asbestos-containing products at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b);

(vi) **Medical Causation.** 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 diagnosis of the disease, <u>and</u> clinical evidence of asbestosis defined in subsection 2;

2. <u>Clinical Evidence of Asbestosis</u>. 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. 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 non-malignancy Injured Person as defined in section (vi) herein (1.5 I) and who had exposure at what is known 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 2.925 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 at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b):

Exposure Rating	**Adjustment**
High Exposure Sites or jobtypes, as defined in Section VII(c)	2.0 I
Standard Exposure Sites, as defined in Section VII(c)	1.0 I
Low Exposure Sites, as defined in Section VII(c)	0.5 I

(iii) **Dependents.** 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. Separately and in addition, 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.

(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 $1,194 (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.

(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 $1,329 (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 $99,662, 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, <u>and</u> either clinical or pathological evidence of asbestosis as defined in subsection 2 <u>or</u> 3;

2. <u>Clinical Evidence of Asbestosis</u>. A diagnosis of pulmonary asbestosis by an Internist, Pulmonologist or an 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 an 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$\geq$65% 9 (actual value) if the individual tested is at least 70 years old at the date of testing, $\geq$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 $\geq$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$\geq$65% (actual value) if the individual tested is at least 70 years old at the date of testing, $\geq$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 $\geq$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.; or,

d) VO MAX<20mL (kg•min) or<5.7 METS with FEV-1/FVC$\geq$65% (actual value) if the individual tested is at least 70 years old at the date of testing, $\geq$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 $\geq$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 statement by a Pathologist, Pulmonologist 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.

"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) **Age.** Injured Person is 75 years old;

(ii) **Exposure.** Injured Person had Standard Exposure to asbestos for which Thorpe is liable at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b);

(iii) **Medical Causation.** 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.

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 known to be a high exposure site (1.5 II), would be eligible for a liquidated value of 1.3 times 1.5, or 1.95 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 at traditional jobsites including shipyards, refineries, power plants or other sites, as defined in section VII(b):

Exposure Rating	**Adjustment**
High Exposure Sites or jobtypes, as defined in Section VII(c)	2.0 II
Standard Exposure Sites, as defined in Section VII(c)	1.0 II
Low Exposure Sites, as defined in Section VII(c)	0.5 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 Thorpe is responsible can be established by evidence described in Section I (d) and (e) above. Claimant must demonstrate the Injured Party had reasonable proximity to work performed by Thorpe. 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 Thorpe products by credible reliable evidence.

b. **Site List/Traditional jobsites.** The Trust in consultation with the TAC will compile a list of the ships, facilities and other locations where Thorpe performed installation or removal of asbestos- containing materials for which Thorpe is liable. 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 Thorpe's presence at a site, or in support of a higher exposure categorization of a particular site.

c. **Exposure Site Rating and High Exposure Jobtypes.**

1. **High Exposure Sites.** Sites rated "High" include exposures to asbestos at shipyards, refineries, power plants and other industrial and commercial sites where Thorpe was determined by the Trust to have performed 50 or more distinct contracts or jobs installing or removing asbestos-containing material for which Thorpe is responsible.

2. **Standard Exposure Sites.** Sites rated "Standard" include exposures to asbestos at shipyards, refineries, power plants and other industrial and commercial sites where Thorpe was determined by the Trust to have performed more than 3 and fewer than 50 distinct contracts or jobs installing or removing asbestos-containing material for which Thorpe is responsible.

3. **Low Exposure Sites.** Sites rated "Low" include exposures to asbestos at shipyards, refineries, power plants and other industrial and commercial sites where Thorpe was determined by the Trust to have performed 3 or fewer distinct contracts or jobs installing or removing asbestos-containing material for which Thorpe is responsible.

4. **High Exposure Jobtypes.** Certain jobtypes, known as "High Exposure Jobtypes" including boilermakers, insulators, pipefitters, steamfitters, stationary engineers, boilertenders, and Thorpe employees will receive an upward adjustment of 2 times the base case value of the particular Compensable Diseases, if they worked these jobs at High Exposure, Standard Exposure or Low Exposure Thorpe jobsites. Individuals with these jobtypes will be presumptively considered to qualify for the upward adjustment notwithstanding the site exposure rating. Other individuals who claim boiler exposure at Thorpe jobsites will be evaluated on a case-by-case basis for this upward adjustment. The maximum adjustment based upon High Exposure Jobtypes will be 2 times the base case value of the particular Compensable Disease, even if it occurs at a High Exposure Site. The Trust, with consent of the TAC, may review the list of qualifying High Exposure Jobtypes and modify the list in light of additional evidence or experience with claims processing.

d. **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 approved Thorpe sites totals at least three months or at least 10% of the Injured Person's total asbestos exposure. Notwithstanding the foregoing, and Injured Person filing Thorpe sites totals at least

one month (but less than three months) exposure shall be entitled to a reduced liquidated claim value.

2. An Injured person filing in any other Compensable Disease category must establish that the Injured Person's asbestos exposure at approved Thorpe sites totals at least one year or at least 25% of the Injured Person's total asbestos exposure. Notwithstanding the forgoing, an Injured Person filing in any other Compensable Disease category who can establish that the Injured Person's exposure at approved Thorpe sites 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 and job type.

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 of 2, 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 approved Thorpe Sites set forth in paragraph c. above to qualify for a Matrix Claim.

e. **Specific Exposure Types.**

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

a) Claims of shipboard exposure will require evidence that Thorpe actually performed installation or removal of asbestos-containing products on the ship, and that the Injured Person can demonstrate presence in an area of the ship that would constitute an exposure to Thorpe's operations at that ship or an exposure to these products.

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 on board during the repair or overhaul, subject to meeting the duration of exposure requirements herein.

c) Evidence that an Injured Person was subsequently present on a ship that was repaired or overhauled at a shipyard where Thorpe installed or removed asbestos-containing material is not sufficient to constitute exposure. See <u>Dumin v. Owens Corning Fiberglas Corp.</u>, 28 Cal. App. 4th 650 (1994).

d) It shall not be sufficient for an Injured Person to show that Thorpe generally performed installation or removal at a shipyard where a particular ship that the Injured Person worked on was repaired. Specific identification of Thorpe installation and/or removal of asbestos-containing 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 asbestos-containing products for which Thorpe is liable solely from exposure to an occupationally exposed person, such as a family member, will have his or her 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 Thorpe exposure as defined herein and that such exposure was the cause of the claimed disease. All other liquidation and payment rights and limitations under this Matrix shall be applicable to such claims.

3. **Longshore Exposure.** A Longshoreman with Thorpe exposure will be treated as a Standard exposure.

f. **Remote Exposures.** The following adjustment shall be made to the liquidated value of claims based upon the length of time that has passed between the time that Thorpe last performed operations at the jobsite and the time the Injured Person was exposed at the jobsite: (1) if Thorpe last performed operations at the jobsite five years or less before the Injured Person was exposed at the jobsite – no adjustment is made to the liquidated value of the claim; (2) if Thorpe last performed operations at the jobsite more than five years, but less than ten years, before the Injured Person was exposed at the jobsite - the liquidated value of the claim shall be reduced by 50%; (3) if Thorpe last performed operations at the jobsite more than ten years, but less than twenty years, before the Injured Person was exposed at the jobsite - the liquidated value of the claim shall be reduced by 75%; and (4) if Thorpe last performed operations at the jobsite more than twenty years before the Injured Person was exposed at the jobsite - the claim shall be disallowed in its entirety unless the Claimant or Injured Party can demonstrate actual exposure by the Injured Party to asbestos containing products used by Thorpe in its operations at that jobsite.

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 his or her claim. In such a case, the Trust shall either deny the claim or the Trust can offer the Injured Person a liquidated value amount up to the average settlement 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.

IX. EXTRAORDINARY CLAIMS PROVISION

a. **Extraordinary Claims.** In extraordinary situations such as where an Injured Person was exposed only to Thorpe, or where Thorpe 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.

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

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

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

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

1.4 Acceptance of Assets and Assumption of Liabilities.

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

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

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

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

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

ARTICLE 2

POWERS AND TRUST ADMINISTRATION,

2.1 Powers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 <u>General Administration</u>.

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

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

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

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

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

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

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

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

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

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

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

(ii) Simultaneously with delivery of each set of financial statements referred to in Subsection 2.2(c)(i) above, the Trustees shall cause to be prepared and filed with the Bankruptcy Court a report containing a summary regarding the number and type of claims disposed of during the period covered by the financial statements. The Trustees shall provide a copy of such report to the Approving Entities and the Debtors when such report is filed.

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

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

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

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

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

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

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

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

(v) [intentionally left blank]; or

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

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

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

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

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

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

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

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

ARTICLE 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

3.3 **Source of Payments**. All Trust Expenses and all liabilities with respect to Asbestos Related Claims shall be payable solely by the Trust out of the Trust Assets, Asbestos

Insurance Settlement Agreements, Asbestos Insurance Policies, and Asbestos Insurance Action Recoveries. Neither the Debtors, their subsidiaries, any successor in interest or the present or former stockholders, directors, officers, employees or agents of the Debtors, or their subsidiaries, nor the Trustee, the Approving Entities, or any of their officers, agents, advisors, or employees shall be liable for the payment of any Trust Expense or any other liability of the Trust.

ARTICLE 4

TRUSTEES

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

4.2 **Term of Service**.

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

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

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

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

4.3 **Appointment of Successor Trustee**.

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

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

4.4 <u>Liability of Trustees, Officers and Employees</u>. 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 <u>Compensation and Expenses of Trustees</u>.

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

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

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

4.6 <u>Indemnification of Trustee and Additional Indemnitees</u>.

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

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

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

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

(d) Any indemnification under Subsection 4.7(c) of this Trust Agreement shall be made by the Trust upon a determination by the Trustees that indemnification of such Person is proper in the circumstances.

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

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

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 any of the Debtors. Notwithstanding the foregoing, the Trustees may serve as officers or directors of any of the Debtors. No Trustee shall act as an attorney for any person who holds an Asbestos Related Claim.

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

ARTICLE 5

THE FUTURES REPRESENTATIVE

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

5.2 **Term of Office**.

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

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

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

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

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

5.5 Compensation and Expenses of the Futures Representative.

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

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

5.6 Procedure for Obtaining Consent of the Futures Representative.

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

(b) The Futures Representative must consider in good faith and in a timely fashion any request by the Trustees and may not withhold his or her consent unreasonably. If the Futures Representative does not notify the Trustees of his or her objection to such request within 30 days after receiving notice and information regarding such request, then the Future

Representative shall be deemed to have objected to the request and the procedures set forth in Section 5.7 shall be followed.

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

ARTICLE 6

TRUST ADVISORY COMMITTEE

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

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

6.3 **Term of Office**.

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

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

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

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

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

6.6 **Reimbursement of TAC Expenses and Compensation of TAC Members**.

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

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

6.7 **Procedure for Obtaining Consent of the TAC**.

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

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

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

ARTICLE 7

GENERAL PROVISIONS

7.1 **Irrevocability**. The Trust is irrevocable.

7.2 **Termination**.

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

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

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

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

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

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

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

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

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

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 of the Notice Recipients, the Trustees, the Approving Entities or the Debtors, to the other notice recipients in compliance with the terms hereof.

To the Trust through the Trustees: Sara Beth Brown
J.T. Thorpe Settlement Trust
300 East Second Street, Suite 1205
Reno, NV 89501

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
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
To the TAC:	Alan R. Brayton, Esq. Brayton Purcell LLP 222 Rush Landing Road P.O. Box 6169 Novato, CA 94948-6169
With a copy to:	Steven B. Sacks, Esq. Sheppard, Mullin, Richter & Hampton LLP Four Embarcadero Center, Suite 1700 San Francisco, CA 94111
To Thorpe, Dissolved Thorpe, Technologies and Holdings:	J.T. Thorpe, Inc. J.T. Thorpe, Inc. Thorpe Technologies, Inc. Thorpe Holding Company, Inc. Attention: John Allen 9905 Painter Avenue, Suite D Whittier, CA 90605
With copies to:	Rutter, Hobbs, Davidoff Incorporated Attention: Brian L. Davidoff, Esq. 1901 Avenue of the Stars, Suite 1700 Los Angeles, CA 90067
	Morgan, Lewis & Bockius LLP Attention: Michele Y. Horton, Esq. 300 South Grand Avenue Los Angeles, California 90071-3132

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

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

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

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

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

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

7.12 Dispute Resolution. Any disputes that arise under this Trust Agreement or under the annexes hereto shall be resolved by the Bankruptcy Court pursuant to the Plan, except as otherwise provided herein or in the annexes hereto. Notwithstanding anything else herein contained, to the extent any provision of this Trust Agreement is inconsistent with any provision of the Plan, the Plan shall control.

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

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Ninth Amendment to and Complete Restatement of J.T. Thorpe Settlement Trust Agreement this 19th day of April, 2018.

TRUSTEES:

____
Sandra R. Hernandez, M.D.

____
John F. Luikart

____
Stephen M. Snyder, Esq.

FUTURES REPRESENTATIVE:

____
David F. Levi

TRUST ADVISORY COMMITTEE

By: _______________________________
Name: Alan R. Brayton, Esq.
Title: Chair

EXHIBIT E

EXHIBIT "E"

Investment Policy Statement

J.T. Thorpe Settlement Trust

December, 2017

Prepared by Callan Associates, Inc.

Table of Contents

Executive Summary

Type of Plan	Taxable Trust
Investment Planning Time Horizon	5 years
Expected Annualized After-Tax Return and Risk[1]	Return = 3.9 Risk = 6.3

Primary Goal

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

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

[1] Represents expected after-tax (25%) geometric return and risk using Callan' 2016 Capital Market assumptions applied to the Portfolio Evaluation Benchmark described below.

Long-range Asset Allocation Target

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

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

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

Maintenance of the Strategic Asset Allocation

Target Mix With Ranges

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

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

The Strategic Allocation and Target Index are to be reviewed at least annually for presentation to the Trustees and Executive Director, for reasonableness relative to

[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.*

significant economic and market changes, or to changes in the Trust's long-term goals and objectives. A formal asset allocation study should be conducted at least every three years to verify or amend the targets.

Portfolio Evaluation Benchmark – Target Index

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

Target Index:

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

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

Manager Evaluation

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

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

Review of Investments

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

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

Investment Practices

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

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

A. Equity Oriented Securities

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

1. **S&P 500 Index Strategy**
   - The objective of the S&P 500 index strategy is to tax-efficiently track the **S&P 500 Index**, with a tracking error (defined as annualized standard

deviation of the portfolio's monthly returns relative to the S&P 500) of 100 basis points or less. The percent ownership of any company is limited to 5% of market value, unless the company's representation in the S&P 500 Index is greater than 5%. If the company's representation in the S&P 500 Index is greater than 5%, then the portfolio can hold up to that percentage, subject to a 10% limit.

2. Opportunistic Equity Strategy

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

3. International Equity Strategy

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

4. Equity Income Strategy

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

blended benchmark consisting of 25% 3-Month Treasury Bills, 25% 10-Year Treasury Bonds, 25% NAREIT Index, and 25% S&P 500.

B. U.S. Fixed-Income

<u>Allowable securities are as follows:</u>

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

<u>Credit Criteria</u>

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

1. **Municipal Bond Crossover Portfolio**
    - The portfolio's investment objective is to provide an after-tax total rate of return that exceeds the after-tax total return of the Bloomberg **Barclays Capital Municipal Short Bond Index**.
    - The portfolio will have a targeted duration of approximately +/-40% around the benchmark (calculated using the Treasury risk basis).

- With the exception of Treasury, Agency debentures, pass-throughs or REMICs, no more than 5% of the portfolio may be invested in securities of a single issuer.
- 15% maximum in BBB rated securities.
- Securities must be rated investment grade at time of purchase. Non-rated, pre-refunded bonds fully backed by U.S. Treasury and Agency Securities are exempt from this restriction.

2. Taxable Fixed Income Portfolio

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

3. Short Duration Enhanced Cash Portfolio

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

Proxy Voting Guidelines

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

Guidelines for Manager Selection

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

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

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

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

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

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

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

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

EXHIBIT F

EXHIBIT "F"

Investment Policy Statement

J.T. Thorpe Settlement Trust

February, 2018

Prepared by Callan Associates, Inc.

Table of Contents

Executive Summary

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

Primary Goal

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

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

[1] Represents expected after-tax (15%) geometric return and risk using Callan' 2018 Capital Market assumptions applied to the Portfolio Evaluation Benchmark described below.

Long-range Asset Allocation Target

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

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

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

Maintenance of the Strategic Asset Allocation

Target Mix With Ranges

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

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

The Strategic Allocation and Target Index are to be reviewed at least annually for presentation to the Trustees and Executive Director, for reasonableness relative to

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

significant economic and market changes, or to changes in the Trust's long-term goals and objectives. A formal asset allocation study should be conducted at least every three years to verify or amend the targets.

Portfolio Evaluation Benchmark – Target Index

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

Target Index:

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

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

Manager Evaluation

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

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

Review of Investments

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

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

Investment Practices

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

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

A. Equity Oriented Securities

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

1. **S&P 500 Index Strategy**

   - The objective of the S&P 500 index strategy is to tax-efficiently track the **S&P 500 Index**, with a tracking error (defined as annualized standard deviation of the portfolio's monthly returns relative to the S&P 500) of 100 basis points or less. The percent ownership of any company is limited to 5% of market value, unless the company's representation in the S&P 500 Index is greater than 5%. If the company's representation in the S&P 500 Index is greater than 5%, then the portfolio can hold up to that percentage, subject to a 10% limit.

2. **Opportunistic Equity Strategy**

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

3. **International Equity Strategy**

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

4. **Equity Income Strategy**

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

B. U.S. Fixed-Income

Allowable securities are as follows:

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

Credit Criteria

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

1. **Municipal Bond Crossover Portfolio**
   - The portfolio's investment objective is to provide an after-tax total rate of return that exceeds the after-tax total return of the Bloomberg **Barclays Capital Municipal Short Bond Index**.

- The portfolio will have a targeted duration of approximately +/-40% around the benchmark (calculated using the Treasury risk basis).
- With the exception of Treasury, Agency debentures, pass-throughs or REMICs, no more than 5% of the portfolio may be invested in securities of a single issuer.
- 15% maximum in BBB rated securities.
- Securities must be rated investment grade at time of purchase. Non-rated, pre-refunded bonds fully backed by U.S. Treasury and Agency Securities are exempt from this restriction.

2. Taxable Fixed Income Portfolio

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

3. Short Duration Enhanced Cash Portfolio

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

C. Derivatives Policy

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

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

D. Other Investments

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

Proxy Voting Guidelines

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

Guidelines for Manager Selection

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

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

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

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

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

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

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

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

PROOF OF SERVICE OF DOCUMENT

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

A true and correct copy of the foregoing document entitled **TWELFTH 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. **<u>TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)</u>**: 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 27, 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
- Daniel J Bussel dbussel@ktbslaw.com
- Christopher Celentino chris.celentino@dinsmore.com, caron.burke@dinsmore.com
- David N Chandler , courtdocsdncpc@gmail.com
- Brian L Davidoff bdavidoff@greenbergglusker.com, calendar@greenbergglusker.com;jking@greenbergglusker.com
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- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Jeanne C Wanlass jcwanlass@yahoo.com
- Jeanne C Wanlass jcwanlass@yahoo.com

2. **<u>SERVED BY UNITED STATES MAIL</u>**: On **April 27, 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 <u>will be completed</u> 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 27, 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.

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

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

April 27, 2018	Lisa Masse	*/s/ Lisa Masse*
Date	*Type Name*	*Signature*

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