

**SECOND AMENDED AND COMPLETELY RESTATED
PLANT INSULATION COMPANY
ASBESTOS SETTLEMENT TRUST AGREEMENT**

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

WHEREAS, at the time of the entry of the order for relief in the Chapter 11 Case, the Debtor was named as a defendant in personal injury and wrongful death actions seeking recovery for damages allegedly caused by the presence of, or exposure to, asbestos or asbestos-containing products; and

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

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

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

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

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

WHEREAS, it is the intent of the Reorganized Debtor, the Trustees, the Futures Representative and the other parties that the Trust be administered, maintained, and operated at all times as a qualified settlement fund through mechanisms that provide reasonable assurance

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

that the Trust will value, and be in a financial position to pay, all Asbestos Related Claims and Asbestos Injury Demands that involve similar claims in substantially the same manner, in strict compliance with the terms of this Trust Agreement; and

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

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

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

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

1.4 Acceptance of Assets and Assumption of Liabilities.

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

b) In furtherance of the purposes of the Trust, the Trustees, on behalf of the Trust, hereby expressly assume all liability for all Asbestos Related Claims. Except as otherwise provided in the TDP, the Trust shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding Asbestos Related Claims that the Debtor or the Reorganized Debtor has, or would have had, under applicable law.

c) In furtherance of the purposes of the Trust, commencing on the Effective Date, the Trustees, on behalf of the Trust, hereby agree to pay, as Trust Expenses, all remaining obligations of the Debtor to its attorneys, Morgan Lewis & Bockius, LLP ("Morgan Lewis") and Snyder Miller & Orton LLP ("SMO"), related to or arising from the Coverage Litigation, whether such obligations shall be then due or thereafter due, owing and payable, as more specifically set forth in the Bankruptcy Court's order approving Plant's employment of Morgan Lewis and SMO.

d) In furtherance of the purposes of the Trust, and in addition to the indemnification provided for in Section 4.6 of this Trust Agreement, the Trustees, on behalf of the Trust, hereby indemnify the Debtor and Reorganized Debtor ("Indemnified Parties") from personal liability for: any expenses, costs and fees (including attorneys' fees and costs, but excluding any such expenses, costs and fees incurred prior to the Effective Date), judgments, settlements or other liabilities arising from or incurred in connection with, any claim demand or action based upon an Asbestos Related Claim, including, but not limited to, indemnification or contribution for Asbestos Related Claims prosecuted against the Reorganized Debtor, but such indemnity shall be solely for the benefit of the Indemnified Parties and not for the benefit of any Asbestos Insurers.

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

ARTICLE 2

POWERS AND TRUST ADMINISTRATION

2.1 Powers.

a) The Trustees are and shall act as fiduciaries to the Trust in accordance with the provisions of this Trust Agreement and the Plan. The Trustees shall, at all times, administer the Trust and the Trust Assets in accordance with Section 1.2 of this Trust Agreement. Subject to the limitations set forth in this Trust Agreement, the Trustees shall have the power to take any and all actions that, in the judgment of the Trustees, are necessary or proper to fulfill the purposes of the Trust, including, without limitation, each power expressly

granted in this Section 2.1, any power reasonably incidental thereto, and any trust power now or hereafter permitted under the laws of the State of Nevada.

b) Except as otherwise specified herein, the Trustees need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder; provided that the Trustees recognize and acknowledge that the Trust is subject to the continuing jurisdiction of the Bankruptcy Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable individuals or recognized institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 4.4;

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

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

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

facilities that are not specifically created by this Trust Agreement or the TDP, provided that such merger or contract shall not (a) subject the Reorganized Debtor or any successor in interest to any risk of having any Asbestos Related Claim asserted against any of them, or (b) otherwise jeopardize the validity or enforceability of the Injunctions;

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

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

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

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

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

2.2 General Administration.

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

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

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

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

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

2. The funding received from Plant, and its insurers, shall be recorded directly to net claimants' equity. These funds shall not represent income of the Trust. Settlement offers for Asbestos Related Claims shall be reported as deductions in net claimants' equity and shall not represent expenses of the Trust.

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

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

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

6. Available-for-sale securities shall be recorded at market, excluding any securities issued by the Reorganized Debtor which shall be recorded at cost, if no market value is available. All interest and dividend income on available-for-sale securities, net of investment expenses, shall be included in investment income on the statement of changes in net claimants' equity. Realized and unrealized gains and losses on available-for-sale securities shall be recorded as separate components on the statements of changes in net claimants' equity.

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

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

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

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

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

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

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

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

(i) to add to or change the schedule of Asbestos-Related Disease Categories or criteria, or to increase the Average Values or Base Case Values in the Matrix pursuant to the TDP; or

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

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

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

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

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

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

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

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

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

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

g) Whenever the consent of the Approving Entities is given 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 approved minutes of the Trustees' meeting reflects such consent.

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

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

ARTICLE 3

ACCOUNTS, INVESTMENTS, AND PAYMENTS

3.1 Accounts. The Trustees may, from time to time, create such accounts and reserves within the Trust estate as they may deem necessary, prudent, or useful in order to provide for the payment of expenses and valid Asbestos Related Claims and may, with respect to any such account or reserve, restrict the use of monies therein. The Trustees shall identify any restricted accounts, and the nature of the restriction, in the reports to be filed with the Bankruptcy Court under Section 2.2(c) above.

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

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

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

- (i) General economic conditions.
 - (ii) The possible effect of inflation or deflation.
 - (iii) The expected tax consequences of investment decisions or strategies.
 - (iv) The role that each investment or course of action plays within the overall Trust portfolio.
 - (v) The expected total return from income and the appreciation of capital.
 - (vi) Other resources of the beneficiaries known to the Trustees as determined from information provided by the beneficiaries.
 - (vii) Needs for liquidity, regularity of income, and preservation or appreciation of capital.
 - (viii) An asset's special relationship or special value, if any, to the purposes of the Trust or to one or more of the beneficiaries.
- c) The Trustees shall make a reasonable effort to ascertain facts relevant to the investment and management of Trust assets.
- d) Notwithstanding the foregoing and/or any other provision of this Trust Agreement, the Trustees shall comply with the following limitations and provisions:
- (i) The Trust shall not acquire, directly or indirectly, equity in any Person (other than the Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) or business enterprise if, immediately following such acquisition, the Trust would hold more than five percent of the equity in such Person or business enterprise. The Trust shall not hold, directly or indirectly, more than ten percent of the equity in any Person (other than the Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) or business enterprise.
 - (ii) The Trust shall not acquire or hold any long-term debt securities (other than those of the Reorganized Debtor or any successor to the Reorganized Debtor on the terms and conditions in the Plan and the Plan Exhibits) unless (i) such securities are rated "Baa" or higher by Moody's, "BBB" or higher by S&P's or have been given an equivalent investment grade rating by another nationally recognized statistical rating agency, or (ii) have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof.

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

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

(v) The Trust shall not acquire any securities or other instruments issued by any person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof, or other than securities or other instruments of the Reorganized Debtor or any successor to the Reorganized Debtor for investments authorized in the Plan) if, following such acquisition, the aggregate market value of all securities and instruments issued by such Person held by the Trust would exceed five percent, excluding any securities issued by the Reorganized Debtor, of the aggregate value of the Trust estate. The Trust shall not hold any securities or other instruments issued by any Person (other than debt securities or other instruments issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof and other than securities or other instruments of the Reorganized Debtor or any successor to the Reorganized Debtor for investments authorized in the Plan) to the extent that the aggregate market value of all securities and instruments issued by such Person held by the Trust would exceed five percent of the aggregate value of the Trust Estate, excluding any securities issued by the Reorganized Debtor.

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

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

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

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

3.3 Source of Payments. All Trust Expenses and all liabilities with respect to Asbestos Related Claims shall be payable solely by the Trust out of the Trust Assets, Asbestos Insurance Settlements, the proceeds of Asbestos Insurance Policies and Net Recoveries. None of the Debtor, the Reorganized Debtor, the Indemnified Parties, their Affiliates, the Trustees, the Approving Entities, or any of their Affiliates, subsidiaries, successors in interest, present or former stockholders, directors, officers, employees or agents shall be liable for the payment of any Trust Expense or any other liability of the Trust.

ARTICLE 4

TRUSTEES

4.1 Number. There shall be three Trustees. The Trustees shall be those persons named on the signature page hereof. On February 7, 2013, Stephen M. Snyder was designated as Managing Trustee, with the consent of all Approving Entities. All decisions of the Trustees must be by a majority vote of the Trustees, and where required herein, subject to the consent of the Approving Entities. In the event that the Trustees cannot agree by a majority vote, the dispute shall be resolved by the Bankruptcy Court.

4.2 Term of Service.

a) Each of the Trustees named pursuant to Section 4.1 shall serve until the earlier of (i) his or her death, (ii) his or her resignation pursuant to Subsection 4.2(c), (iii) his or her removal pursuant to Subsection 4.2(d), or (iv) the termination of the Trust pursuant to Section 7.2.

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

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

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

4.3 Appointment of Successor Trustee.

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

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

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

4.5 Compensation and Expenses of Trustees.

a) Each of the Trustees shall receive compensation from the Trust for his or her services as Trustee in the amount of \$40,000 per annum while the order confirming the Plan is not a final order no longer subject to appeal; each of the Trustees shall also be compensated by the payment of \$500 per hour spent at an official meeting of the Trustees, an official trip of the Trustees, or dedicated to Trust business. The structure and amounts of the Trustee compensation will be reviewed by the Trustees, the TAC and the Futures Representative upon the order confirming the Plan becoming a final order no longer subject to appeal and annually thereafter, and may be adjusted upon the recommendation of the Trustees with the consent of the Approving Entities.

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

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

4.6 Indemnification of Trustees and Additional Indemnitees.

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

b) Additionally, the Committee, the Futures Representative, the TAC, the Indemnified Parties and each of their respective Agents, who was or is a party, or is threatened to be made a party to any threatened or pending judicial, administrative or arbitral action, by reason of any act or omission of such Committee, the Futures Representative, the TAC, the Indemnified Parties and their respective Agents, with respect to (i) the Chapter 11 Case and any act or omission with respect thereto undertaken by them prior to the commencement thereof, (ii) the liquidation of any Asbestos Related Claims, (iii) the administration of the Trust and the implementation of the TDP, or (iv) any and all activities in connection with the Trust Agreement, shall be indemnified and defended by the Trust, to the fullest extent that a corporation or trust organized under the laws of the Trust's situs is from time to time entitled to indemnify and defend its officers, directors, trustees and employees, against reasonable expenses, costs and fees (including attorneys' fees and costs), judgments, awards, amounts paid in settlement and liabilities of all kinds incurred by the Committee, the Futures Representative, the TAC, the Indemnified Parties, and their respective members, professionals, officers, and directors, in connection with or resulting from such action, suit or proceeding, if he or she acted in good faith.

c) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trustees, the Committee, the Futures Representative, the TAC, and their respective Agents in connection with any action, suit or proceeding, whether civil, administrative or arbitral, 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 the party seeking indemnity to repay such amount in the event that it shall be determined ultimately by Final Order that the party seeking indemnity is not entitled to be indemnified by the Trust.

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

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

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

4.7 Trustees' Lien. The Trustees, the Committee, the Futures Representative, the TAC, and their respective Agents shall have a first priority lien upon the Trust Assets to secure the payment of any amounts payable to them pursuant to Sections 4.5, 4.6, 5.5, 6.6 and 6.7.

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

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

4.10 Bond. The Trustees shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.**ARTICLE 5**

THE FUTURES REPRESENTATIVE

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

5.2 Term of Office.

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

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

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

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

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

5.5 Compensation and Expenses of the Futures Representative.

a) The Futures Representative shall receive compensation from the Trust for his or her services as the Futures Representative at his or her current hourly rate; Such rate shall be 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. Such reimbursement or direct payment shall be deemed a Trust Expense.

5.6 Procedure for Obtaining Consent of the Futures Representative.

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

b) The Futures Representative must consider in good faith and in a timely fashion any request by the Trustees and may not withhold his or her consent unreasonably. If the Futures Representative does not notify the Trustees of his or her objection to such request within 30 days after receiving notice and information regarding such request, then the Future Representative shall be deemed to have objected to the request and the procedures set forth in Section 5.7 shall be followed.

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

ARTICLE 6

TRUST ADVISORY COMMITTEE

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

6.2 Duties. The TAC shall serve in a fiduciary capacity representing all holders of Asbestos Related Claims (excluding, however, holders of Asbestos Injury Demands). The Trustees must consult with the TAC on matters identified in Subsection 2.2(e), must obtain the consent of the TAC on matters identified in Subsection 2.2(f), and may consult with the TAC on any matter affecting the Trust. Where provided in this Trust Agreement or the TDP, certain actions by the Trustees are subject to the consent of the TAC.

6.3 Term of Office.

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

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

c) A member of the TAC may be removed in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the TAC with the approval of the Bankruptcy Court.

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

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

6.6 Compensation and Expenses of TAC Members.

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

(i) Attendance at meetings of the Trustees.

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

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

c) The Managing Trustee may, at his or her discretion, pay any invoices from members of the TAC or their representatives in aggregate amounts of up to \$25,000 in any

month that such Managing Trustee believes are appropriate under these resolutions without the necessity of further approval of the Trustees.

d) The structure and amounts of the TAC compensation will be reviewed by the Trustees, the TAC and the Futures Representative annually.

6.7 Reimbursement of TAC Expenses. The Trust will promptly reimburse, or pay directly if so instructed, each TAC member for all reasonable out-of-pocket costs and expenses, including fees and costs associated with employment of professionals pursuant to Section 6.4 and the procurement and maintenance of insurance incurred by the TAC or any TAC member in connection with the performance of its or his or her duties hereunder. Such reimbursement or direct payment shall be deemed a Trust Expense.

6.8 Procedure for Obtaining Consent of the TAC.

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

b) The TAC must consider in good faith and in a timely fashion any request by the Trustees, and the TAC may not withhold its consent unreasonably. If the TAC does not notify the Trustees of its objection to such request within 30 days after receiving notice and information regarding such request, then the TAC shall be deemed to have objected to the request and the procedures set forth in Section 6.9 shall be followed.

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

ARTICLE 7

GENERAL PROVISIONS

7.1 Irrevocability. The Trust is irrevocable.

7.2 Termination.

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

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

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

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

7.3 Amendments. The Trustees, after consultation with the Approving Entities, and subject to the consent of the Approving Entities where so provided, may modify or amend this Trust Agreement or any document annexed to it, including, without limitation, the Trust Bylaws or the TDP. Any modification or amendment made pursuant to this Section must be done in writing. Notwithstanding anything contained in this Trust Agreement to the contrary, none of this Trust Agreement, the Trust Bylaws, the TDP, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair or modify the applicability of section 524(g) of the Bankruptcy Code, the indemnification provisions of this Trust Agreement, the efficacy or enforceability of the Injunctions or the Trust's qualified settlement fund status.

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

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

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

To the Trust through the Trustees: Plant Insulation Company Asbestos
Settlement Trust
300 East Second Street, Suite 1410
Reno, Nevada 89501
Attention: Ms. Sara Beth Brown

with a copy to: John P. Sande, III, Esq.
Fennemore Craig Jones Vargas
300 E. 2nd Street, Suite 1510
Reno, Nevada 89501
Telephone: (775) 788-2201
Facsimile: (775) 786-1177
Email: jpsande@fclaw.com

To the Futures Representative: Hon. Charles B. Renfrew (Ret.)
Law Offices of Charles B. Renfrew
710 Sansome Street
San Francisco, CA 94111-1704
Telephone: (415) 397-3933
Facsimile: (415) 397-7188

with a copy to: Gary Fergus, Esq.
Fergus, a Law Office
633 Battery Street
San Francisco, CA 94111-1809
Telephone: (415) 537-9032
Facsimile: (415) 537-9038
Email: gfergus@ferguslegal.com

To the TAC: Alan R. Brayton, Esq.
Co-Chair
P.O. Box 2109
222 Rush Landing Road
Novato, CA 94948
Telephone: (415) 898-1555
Facsimile: (415) 898-1247
Email: ABrayton@braytonlaw.com

David M. McClain, Esq.
Co-Chair
Jack London Market
55 Harrison Street, Suite 400
Oakland, CA 94607
Telephone: (510) 302-1000
Facsimile: (510) 835-4913
Email: dmccclain@kazanlaw.com

with a copy to:

Michael H. Ahrens, Esq.
Steven B. Sacks, Esq.
Sheppard Mullin Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
Email: mahrens@sheppardmullin.com;
ssacks@sheppardmullin.com

To Reorganized Debtor

Bayside Insulation & Construction, Inc.
1635 Challenge Drive
Concord, California 94520
Attention: Shahram Ameli, President

with a copy to:

Ronald W. Ishida, Esq.
433 California Street, Suite 810
San Francisco, CA 94104
Telephone: (415) 788-8811
Facsimile: (415) 399-9781
Email: rishida@pacificcounsel.com

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

7.6 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Reorganized Debtor, the Trust, and the Trustees and their respective successors and assigns, except that none of the Reorganized Debtor, or the Trust, nor any Trustee may assign or otherwise transfer any of its, his or her rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustees, as contemplated by Section 2.1.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Trust Agreement this
7th day of February, 2013.

TRUSTEES:



Sandra R. Hernández, M.D.



John F. Luikart



Stephen M. Snyder

FUTURES REPRESENTATIVE:



Hon. Charles B. Renfrew (Ret.)

TRUST ADVISORY COMMITTEE:



By: Alan Brayton, Chairman