UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION

IN RE: AMERICAN MEDICAL SYSTEMS, INC.
PELVIC REPAIR SYSTEM PRODUCT LIABILITY LITIGATION **MDL NO. 2325**

PRETRIAL ORDER # 220
(Order Re: Qualified Settlement Fund-
Calcagnie Robinson Shapiro Davis, Inc.)

Robinson Calcagnie Robinson Shapiro Davis, Inc. ("Robinson"), as counsel for certain plaintiffs in this MDL 2325, has moved the Court for entry of an Order to aid in the efficient processing and administration of a confidential settlement agreement (the "Settlement Agreement") between Robinson and Astora Women's Health, LLC (as the successor in interest to the women's health business of American Medical Systems, Inc.) (collectively "AMS/Astora"). [ECF No. 2499]. In particular, the Motion seeks an Order (1) approving the trust agreement ("Robinson AMS/Astora Settlement Trust Agreement"), attached hereto as Exhibit A, which forms a settlement trust named the Robinson AMS/Astora Settlement Trust ("Settlement Trust") pursuant to the terms of the Settlement Agreement and the Robinson AMS/Astora Settlement Trust Agreement established under the Settlement Agreement, (2) retaining continuing jurisdiction and supervision over the Settlement Trust, and (3) determining that the Settlement Trust is a "qualified settlement fund" within the meaning of section 468B of the Internal Revenue Code of 1986, as amended ("Code") and Treasury Regulation sections 1.468B-1, *et seq*. ("Regulations").

The Court, having reviewed the Motion and the Robinson AMS/Astora Settlement Trust Agreement, and finding good and sufficient cause therefor, hereby **FINDS** and **ORDERS** as follows:

1) The Unopposed Motion is **GRANTED** [ECF No. 2499];

2) The terms of the Robinson AMS/Astora Settlement Trust Agreement are hereby approved; and

3) The Settlement Trust constitutes a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation sections 1.468B-1, *et seq*. The Court further retains continuing jurisdiction and supervision over the Settlement Trust, in accordance with the terms of the Robinson AMS/Astora Settlement Trust Agreement.

The court **DIRECTS** the Clerk to file a copy of this order in 2:12-md-2325 and it shall apply to each member related case previously transferred to, removed to, or filed in this district, *where applicable* which includes counsel in all member cases up to and including civil action number 2:16-cv-07279. In cases subsequently filed in this district, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action at the time of filing of the complaint. In cases subsequently removed or transferred to this court, a copy of the most recent pretrial order will be provided by the Clerk to counsel appearing in each new action upon removal or transfer. It shall be the responsibility of the parties to review and abide by all pretrial orders previously entered by the court. The orders may be accessed through the CM/ECF system or the court's website at www.wvsd.uscourts.gov.

ENTER: August 12, 2016

JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE

Exhibit A

HIGHLY CONFIDENTIAL
SETTLEMENT TRUST AGREEMENT

THE ROBINSON AMS/ASTORA SETTLEMENT TRUST

July 22, 2016

HIGHLY CONFIDENTIAL
SETTLEMENT TRUST AGREEMENT

THE ROBINSON AMS/ASTORA SETTLEMENT TRUST

ARTICLE I
ESTABLISHMENT OF THE SETTLEMENT TRUST

1-1 Creation and Name. Astora Women's Health, Inc. (formerly known as American Medical Systems Holdings, Inc.) and Astora Women's Health, LLC (as the successor in interest to the women's health business of American Medical Systems, Inc.) (collectively, "AMS/Astora"); together with the law firm of Robinson Calcagnie Robinson Shapiro Davis, Inc. ("Claimants' Counsel"); and Scott Freeman of The Settlement Alliance, serving as trustee (the "Trustee"), hereby enter into this trust agreement (the "Trust Agreement") establishing a trust under West Virginia state law, which is a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation sections 1.468B-1, *et seq.* (such trust the "Robinson AMS/Astora Settlement Trust" or the "Settlement Trust").

1-2 Purpose. The purpose of the Settlement Trust is to accept, hold and distribute funds in accordance with the confidential Settlement Agreement, dated as of April 6, 2016 (the "Settlement Agreement") between AMS/Astora and Claimants' Counsel, acting on their own behalf and on behalf of certain claimants represented by Claimants' Counsel who all have had implanted one or more AMS Pelvic Repair System Products ("Implant Claimants," and each an "Implant Claimant"), or are asserting a claim on behalf of an Implant Claimant who is not capable of asserting her own claim (*e.g.*, a personal representative of an estate of a deceased Implant Claimant) (collectively, "Claimants"), as well as any consortium, derivative or assigned claimants of a Claimant, and any person or entity claiming by, through, or on behalf of a Claimant (collectively, with Claimants, the "Releasing Parties," and each a "Releasing Party"). In furtherance of this purpose, the Settlement Trust shall be administered and operated pursuant to this Trust Agreement and the Settlement Agreement.

1-3 Trust Estate. All assets transferred to the Settlement Trust by or behalf of Astora Women's Health, Inc. ("Astora") pursuant to Section 2-1 of this Trust Agreement, and any earnings thereon, shall be referred to herein as the "Trust Estate," and administered and disbursed under the terms of this Trust Agreement and the Settlement Agreement.

1-4 Qualification as a Qualified Settlement Fund. The Settlement Trust is structured and shall be operated in a manner so that it qualifies as a "qualified settlement fund" within the meaning of Section 1.468-B-1, *et seq.*, of the Treasury Regulations (the "Treasury Regulations") promulgated under Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). Specifically, the (1) the Honorable Joseph R. Goodwin of the United States District Court for the Southern District of West Virginia, Charleston Division (the "Settlement Court" or the "Court") shall approve the establishment of the Settlement Trust under the terms and conditions of this Trust Agreement and the Settlement Agreement pursuant to an Order (the "Approval Order"), and no deposits into or distributions from the Settlement Escrow shall be made until such Court approval is obtained; (2) the Settlement Trust is subject to the continuing jurisdiction and supervision of the Court; (3) the Settlement Trust is established to resolve or satisfy claims of alleged tort or violation of law arising out of implantation of one or more AMS Pelvic Repair System Products; and (4) the Settlement Trust is a trust under West Virginia law,

and its assets are, and will be, segregated from the general assets of AMS/Astora and deposited herein. Consistent with the terms of the Settlement Agreement and this Trust Agreement, the Trustee shall take any action or cause the Settlement Trust to take any action necessary to create and maintain its status as a qualified settlement fund, and the Trustee agrees not to take any action that will adversely affect the qualification of the Settlement Trust as a qualified settlement fund.

1-5 Duties. The duties, powers and obligations of the Trustee of the Settlement Trust shall be as defined in the Settlement Agreement and this Trust Agreement.

ARTICLE II

PAYMENTS TO THE SETTLEMENT TRUST

2-1 Payment. Astora shall transfer, or cause to be transferred, to the Settlement Trust the settlement consideration specified in the Settlement Agreement, and at such times as are specified in the Settlement Agreement. The amounts that Astora deposits, or causes to be deposited, into the Settlement Trust pursuant to this Section 2-1 shall be held in the Settlement Trust until such time as the Trustee receives instructions pursuant to Article III to distribute such amounts from the Settlement Trust, or to transfer amounts within the Settlement Trust.

2-2 No Further Obligation. Following the contribution of the settlement consideration to the Settlement Trust by or on behalf of Astora in accordance with Section 2-1, AMS/Astora shall not have any further obligation to contribute to the Settlement Trust.

2-3 Nature of Contributions. All contributions by or on behalf of Astora to the Settlement Trust shall be made in immediately available funds.

2-4 Acceptance of Assets. To further the purposes of this Settlement Trust and the Settlement Agreement, the Trustee agrees to accept the contributions that Astora transfers, or causes to be transferred, to the Settlement Trust, and any earnings thereon, and the Trustee assumes all liability and responsibility for the administration and distribution of the Trust Estate, in accordance with and subject to the terms of this Trust Agreement and the Settlement Agreement.

ARTICLE III

DISBURSEMENTS FROM THE SETTLEMENT TRUST

3-1 Disbursements from the Settlement Trust. Distributions from the Trust Estate shall be made by the Trustee solely in accordance with the terms of the Settlement Agreement and this Trust Agreement.

a) Certified Claims Payment Lists: Within ten (10) days of receipt of a Certified Claims Payment List, as defined by the Settlement Agreement, which has been approved by an authorized individuals from AMS/Astora and Claimants' Counsel (an "Authorized Person"), the Trustee shall, subject to the availability of funds

deposited pursuant to Section 2-1, distribute from the Settlement Trust (1) the amount specified, if any, to the MDL 2325 Fund; (2) the amount specified to Claimants' Counsel, as agent of the Claimants (except where such amounts are subject to structured settlements in accordance with Section 3-2); and (3) the amount specified, if any to other recipient(s) permissible pursuant to the Settlement Agreement and with the written agreement or AMS/Astora and Claimants' Counsel. The Trustee shall retain in the Settlement Trust any amounts specified on a Certified Claims Payment List to be held back for resolution of Liens or Other Interests, as defined in the Settlement Agreement.

b) Certified Lien Resolution Lists: Within ten (10) days of receipt of a Certified Lien Resolution List, as defined in the Settlement Agreement, which has been approved by an Authorized Person for AMS/Astora and Claimants' Counsel, the Trustee shall, subject to the availability of funds deposited pursuant to Section 2-1, distribute the specified amounts to lien holder(s) (if any) and/or to the Claimants' Counsel, as agent of the Claimants (except where such amounts are subject to structured settlements in accordance with Section 3-2 or where the Certified Lien Resolution List reflects Claimants' Counsel and AMS/Astora's written agreement that such amounts should be distributed to a recipient other than lien holders or Claimants' Counsel, as agent of the Claimants).

c) Administrative Costs: To the extent interest is accrued by the Settlement Trust, such interest shall be used to pay Administrative Costs, which shall mean: all taxes, fees, expenses, costs, and compensation associated with the operations and administration of the Settlement Trust. If the interest accrued by the Settlement Trust is not sufficient to pay all Administrative Costs, such remaining costs shall be covered by participating Claimants, consistent with the applicable rules of legal ethics, or by another source arranged by Claimants' Counsel. Claimants' Counsel shall be responsible for withholding from distributions to Claimants amounts sufficient to pay any Administrative Costs. AMS/Astora shall not be responsible for or liable for Administrative Costs. The Trustee shall notify and receive joint written approval of AMS/Astora and Claimants' Counsel to pay any Administrative Costs from the Settlement Trust.

d) Reversionary Interest. Astora shall have a reversionary interest in the Settlement Trust as set forth in the Settlement Agreement. If Astora becomes entitled to the reversion of any funds as set forth in the Settlement Agreement, an Authorized Person for AMS/Astora and Claimants' Counsel shall determine the amount of such reversionary interest and, upon and after such determination, provide the Trustee with written notice of amount to be paid from the Settlement Trust to Astora or its designee. The Trustee shall return the amount to be returned to Astora or its designee within ten (10) days of receipt of such notice.

e) Authorized Persons. The names of the Authorized Persons, together with their specimen signatures, shall be provided by AMS/Astora and Claimants' Counsel to the Trustee, and may be amended from time to time.

3-2 Permissibility of Structured Settlements. The Trustee may, at the election of a Claimant or Claimants' Counsel (for the purposes of this Section 3-2, a "Structured Settlement Electing Party") and in accordance with the terms of the Settlement Agreement, distribute amounts that would otherwise be distributed to Claimants' Counsel, as agent of the Claimants, pursuant to Section 3-1, in the form of a "Structured Settlement,"[1] provided that the following requirements are satisfied:

a) The Trustee shall not distribute any such amounts with respect to such Structured Settlement until such time as the Trustee has assigned all obligations to make Periodic Payments to the Qualified Assignee through the Trustee's execution of a structured settlement assignment and release form which (a) has already been properly executed by all other required parties to the Structured Settlement, (b) shall be consistent with the requirements under section 130(c) of the Code, and (c) contains no language inconsistent with this Trust Agreement, Settlement Agreement or the Release;

b) The Qualified Assignee shall be the sole party to whom the Trustee or the Settlement Trust owes the obligation to pay the amount being used to fund the Structured Settlement for all purposes, including section 130(c) of the Code or Treasury Regulation section 1.461-1(g)(1)(ii), and upon assignment and payment of the amount used to fund the Structured Settlement by the Trustee to the Qualified Assignee, the Structured Settlement Electing Party irrevocably gives up any right, under any circumstances, to seek from the Trustee, the Settlement Trust or the Released Parties (as such term is defined in the Settlement Agreement) (a) any further payments with regard to the Structured Settlement, including in any circumstances where, for any reason, the applicable party fails to receive all the future Periodic Payments at any time, (b) any further payments with respect to any action of the Trustee, the Settlement Trust or the Released Parties, related to the Structured Settlement, as well as (c) any further payments regarding any tax, financial or other consequences of the Structured Settlement.

ARTICLE IV

POWERS OF TRUST ADMINISTRATION

4-1 General Powers of the Trustee. The Trustee is and shall act as the fiduciary of the Settlement Trust in accordance with the provisions of this Trust Agreement, the Settlement

[1] A "Structured Settlement" is an arrangement satisfying the requirements of section 130 of the Code pursuant to which the Trustee, on behalf of the Settlement Trust, agrees to pay amounts otherwise payable from the Settlement Trust in a lump sum in the form of periodic payments over time ("Periodic Payments"), conditioned upon the Trustee's qualified assignment of such Periodic Payment obligation to a qualified assignee (as defined under section 130(c) of the Code) (the "Qualified Assignee"), which then funds the obligation to make Periodic Payments through the purchase of a qualified funding asset as defined under section 130(d) of the Code (the "Qualified Funding Asset").

Agreement, and the Approval Order from the Settlement Court approving the Settlement Trust. The Trustee shall at all times administer the Settlement Trust and the Trust Estate in accordance with the purposes set forth in Section 1-1 above. Subject to and limited by this Trust Agreement, the Settlement Agreement and the Approval Order, the Trustee shall have the power to take any and all actions in the Trustee's discretion where required by this Trust Agreement or the Settlement Agreement, as the Trustee determines are necessary and/or appropriate to fulfill the purpose of the Settlement Trust.

4-2 Specific Powers of the Trustee. Without limiting the generality of Section 4-1 above, and except as limited herein and in the Settlement Agreement, the powers of the Trustee shall include the following:

a) Retention of Trust Estate. The Trustee shall receive, hold, and administer the Trust Estate in the manner delineated in the Settlement Agreement and this Trust Agreement.

b) Investments and Preservation of Principal. The Trustee shall invest and reinvest the Trust Estate in accordance with the Settlement Agreement and Section 5-1; provided, however, that notwithstanding any other provision in this Trust Agreement and except with respect to required disbursements as set forth in Section 3-1, the Trustee shall at all times hold, manage, and invest the Trust Estate in a manner designed to preserve the principal of the Trust Estate for the purposes set forth in this Trust Agreement.

c) Disbursements. The Trustee shall make disbursements from the Trust Estate pursuant to Section 3-1 above. The Trustee shall not distribute any amounts from the Trust Estate other than in accordance with the Settlement Agreement.

d) Payment of Administrative Expenses and Costs. In accordance with Section 3-1, the Trustee may pay reasonable and necessary fees and expenses imposed upon or incurred in connection with the administration of the Settlement Trust in the discharge of its obligations under this Trust Agreement, including, without limitation, any taxes due and owing in respect of the Settlement Trust as set forth in Section 7-2, and the fees and costs associated with investment advisors, accountants, agents, managers, attorneys, actuaries, auditors, or insurers, which are incurred to maintain and administer the Settlement Trust pursuant to Section 4-2e).

e) Retention of Investment Advisors and Other Agents. The Trustee may engage the services of investment advisors, accountants, custodians, managers, attorneys, or other consultants or agents, as is reasonably necessary to assist with the management of investments and the administration of the Settlement Trust; provided, however, that payment of the fees and costs associated with the engagement of such investment advisors and other agents shall be in accordance with Section 3-1.

f) Consultation with Counsel. The Trustee may from time to time consult with qualified counsel with respect to any question arising as to compliance with this Trust Agreement, and shall be fully protected, to the extent permitted by law and this Trust Agreement (including Section 6-7) in acting in reliance upon the advice of counsel.

g) Execution of Documents. The Trustee has express authority to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments permissible pursuant to the Settlement Agreement and this Trust Agreement.

h) Litigation. Subject to the terms of Section 3-1, the Trustee may initiate or defend any litigation relating to or affecting the Settlement Trust, or the Trustee's obligations under the Settlement Trust, and initiate or defend any litigation relating to the Settlement Agreement, and compromise, arbitrate, or otherwise adjust claims in favor of or against the Settlement Trust.

i) Compliance with Law. The Trustee shall comply with all requirements imposed by applicable law, rule, or regulation in conformity with the Settlement Agreement.

4-3 Limitation on Powers of the Trustee. The Trustee shall not take any actions inconsistent with this Trust Agreement or the Settlement Agreement, or which would adversely affect the qualification of the Settlement Trust as a qualified settlement fund under section 468B of the Code and Treasury Regulation sections 1.468B-1, *et seq.* This Trust Agreement shall not be construed to confer on the Trustee any authority to carry on any business or activity for profit.

ARTICLE V

FINANCIAL MANAGEMENT AND REPORTING

5-1 Investment; Preservation of Principal. As directed in writing by Claimants' Counsel, and in a form to be agreed to by Claimants' Counsel and the Trustee, the Trustee shall invest and reinvest from time to time the Trust Estate in: (i) any obligations of, or any obligation guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof; or (ii) U.S. dollar denominated deposit accounts with domestic commercial or national banks that have a short term issuer rating on the date of purchase of "A-1" or better by S&P or "Prime-1" or better by Moody's and maturing no more than 360 days after the date of purchase (provided that ratings on holding companies are not considered as the rating of the bank); or (iii) money market accounts or money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Securities Act, and rated "AAAm" or "AAAm-G" or better by S&P, and "Aaa," "Aal" or "Aa2" if rated by Moody's, including any mutual fund for which the Trustee or an Affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian. All interest on or income realized by investment of the Trust Estate or any portion hereof shall be accumulated and added to the Trust Estate. Any investment losses realized by investment of Trust Estate or any portion thereof shall be charged to the Trust Estate. To the extent the Trustee

invests any funds in the manner provided for in this Section 5-1, no Party hereto (including the Trustee) shall be liable for any loss(es) which may be incurred by reason of any such investment (or reinvestment). Such funds should be invested such that the following investment policy is implemented, as appropriate: (i) safety of principal; (ii) zero bank balance exposure through use of custodial/trust accounts (to avoid the risk of bank deposit forfeiture); and (iii) zero sweep disbursement accounts.

5-2 Preparation of Financial Statements. The Trustee shall keep records of distributions from the Settlement Trust that reflect, where applicable, how those distributions correspond to Certified Claims Payment Lists and Certified Lien Resolution Lists that have been approved by Authorized Persons from AMS/Astora and Claimants' Counsel. As soon as possible, but no later than the third business day of each month, the Trustee shall provide to AMS/Astora and Claimants' Counsel, by e-mail, copies of bank and financial statements for the Settlement Trust sufficient to show the end of month balance for the prior month, as well as amounts paid out, deposited in, transferred to, accrued as interest, assessed as fees, or otherwise moved to or from the Settlement Trust during the prior month. As soon as possible, but no later than the tenth business day following the end of each calendar year, the Trustee shall provide to AMS/Astora and Claimants' Counsel, by e-mail, copies of bank and financial statements for the Settlement Trust sufficient to show the end of year balance for the prior calendar year, as well as amounts paid out, deposited in, transferred to, accrued as interest, assessed as fees, or otherwise moved to or from the Settlement Trust during the prior calendar year. The Trustee shall also, upon request, prepare and deliver by e-mail to AMS/Astora and Claimants' Counsel, within ten days of any such request, financial statements for the Settlement Trust, including receipts, disbursements, earnings, or such other additional detail as may be requested.

ARTICLE VI

TRUSTEE

6-1 Trustee Independence. The Trustee is, and shall be, independent of AMS/Astora and Claimants' Counsel.

6-2 Initial Trustee. The initial Trustee of this Settlement Trust is Scott Freeman of The Settlement Alliance (the "Initial Trustee").

6-3 Resignation or Removal. The Trustee may resign for cause or no cause at any time upon written notice delivered to AMS/Astora and Claimants' Counsel, and the Trustee's service terminates immediately upon death. The Trustee may be removed by joint agreement of AMS/Astora and Claimants' Counsel.

6-4 Appointment of Successor Trustee. AMS/Astora and Claimants' Counsel shall have the power to jointly choose a successor Trustee. If a successor Trustee is not jointly chosen within sixty (60) days of resignation, removal or death of the Trustee, the Court shall have the power to appoint a corporate Trustee qualified under local Court rules to perform service as successor Trustee from five (5) nominees of AMS/Astora and Claimants' Counsel. Unless otherwise ordered by the Court, acceptance of appointment as a successor Trustee shall be in writing and shall become effective upon execution of an agreement by AMS/Astora, Claimants'

Counsel, and the successor Trustee. Unless an order by the Court is required, immediately upon the written agreement of AMS/Astora, Claimants' Counsel, and any successor Trustee, all rights, titles, duties, obligations, powers, and authority of the predecessor Trustee under this Trust Agreement shall be vested in and undertaken by the successor Trustee without any further act being required.

6-5 Compensation and Expenses of Trustee. The Trustee will be paid for services performed pursuant to Section 3-1 and promptly reimbursed such fees, costs, and expenses, including reasonable attorneys' fees and expenses suffered or incurred by Trustee in connection with the performance of its duties and obligations hereunder, including without limitation, accountancy and tax return preparation fees incurred in connection with the performance of the duties set forth in ARTICLE VII hereof and all actions necessary or advisable with respect thereto (including, without limitation, the payment of any professional fees and expenses related thereto). All such compensation, expenses, and costs shall be Administrative Costs as defined in Section 3-1.

6-6 Preservation of Record of Changes to Trustee. A copy of each instrument of resignation, removal, appointment, and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement.

6-7 Indemnification. Each Trustee, whether initially named or appointed as a successor Trustee, acts as a Trustee and not personally. With respect to any contract, obligation, or liability made or incurred by the Trustee in good faith, while the Trustee is complying with the terms of this Trust Agreement, all persons shall look solely to the Settlement Trust and not to the Trustee personally. The Trustee shall not incur any liability, personal or corporate, of any nature in connection with any act or omission of the Trustee in the administration of the Settlement Trust or otherwise pursuant to this Trust Agreement, unless the Trustee commits fraud, acts negligently, or otherwise breaches its fiduciary duties or a term of its appointment. The Trustee shall be indemnified and held harmless by the Settlement Agreement, so long as the Trustee complies with the terms of the Settlement Agreement and this Trust Agreement, the prudent investor rule and any valid Court order, unless the Trustee commits fraud, acts negligently or otherwise breaches its fiduciary duties or term of its appointment. This indemnification and hold-harmless provision shall cover all expenses reasonably incurred by such Trustee in defense of the aforementioned acts or omissions of the Trustee. Provided, however, that this provision does not give the Trustee any rights against AMS/Astora, which shall have no obligation or responsibility with respect to the Trustee.

ARTICLE VII

TAX ISSUES

7-1 Generally. As set forth in Section 1-4 above, the Settlement Trust is structured and shall be operated in a manner so that it qualifies as a "qualified settlement fund" under section 468B of the Code and Treasury Regulation sections 1.468B-1, *et seq.* Consistent with the terms of the Settlement Agreement and this Trust Agreement, the Trustee (a) shall take any action or cause the Settlement Trust to take any action necessary to create and maintain its status as a qualified settlement fund, and (b) the Trustee shall take no actions that will adversely affect

the qualification of the Settlement Trust as a qualified settlement fund. The Trustee shall serve as the "administrator" within the meaning of Regulation Section 1.468B-2(k)(3).

7-2 Tax Preparation, Payment, Reporting, and Withholding Requirements. In the Trustee's role as "administrator" of the Settlement Trust within the meaning of Treasury Regulation section 1.468B-2(k)(3), the Trustee shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under section 468B of the Code, including, but not limited to, the obtaining of an employer identification number for the Settlement Trust; the filing of all required federal, state or local tax and information returns in accordance with the provisions of Treasury Regulation section 1.468B-2(k)-(l); any required withholding of tax; the payment of any federal, state or local taxes (including estimated taxes) and associated tax-related penalties and interest for which the Settlement Trust may be liable, in accordance with Section 3-1; responding to any questions from or audits regarding such taxes by the Internal Revenue Service or any state or local tax authority; and compliance with any other tax-related requirements. The Trustee may, in accordance with Sections 3-1 and 4-2, retain and compensate independent, certified public accountants to consult with and advise the Trustee with respect to the preparation of any and all appropriate income tax returns, information returns, or compliance withholding requirements. In no event shall AMS/Astora have any liability or responsibility for any amounts payable by the Settlement Trust or Trustee pursuant to this Section 7-2, and AMS/Astora shall be indemnified and held harmless for such amounts by the Settlement Trust.

7-3 Savings Provision. Notwithstanding anything herein to the contrary, in the event that any portion of this Trust Agreement shall at any time be considered to cause the Settlement Trust to fail to qualify as a qualified settlement fund under section 468B of the Code together with any and all Treasury Regulations and Internal Revenue Service Notices, Announcements and directives thereunder, such offending portion of this Trust Agreement shall be considered null, void, and of no effect, without any action by any court or by the administrator, so that this Settlement Trust continues to qualify as a qualified settlement fund in compliance with section 468B of the Code and the applicable administrative authority and announcements thereunder. In the event that this Section 7-3 applies to render an offending Section null, void, or of no effect, the remainder of this Trust Agreement shall not be affected thereby, and each remaining term and Section of the Agreement shall be valid and enforced to the fullest extent permitted by law. Further, notwithstanding any effort or failure of the Trustee and the other Parties to treat the Settlement Trust as a "qualified settlement fund" within the meaning of section 1.468B-1 of the Treasury Regulations effective as of the date hereof, any additional tax liability, interest or penalties incurred by AMS/Astora resulting solely from the income earned by the Settlement Trust and for no other reason, AMS/Astora shall be reimbursed from the Trustee in the amount of such additional tax liability, interest or penalties resulting from the income earned by the Settlement Trust upon AMS/Astora's written request to the Trustee.

ARTICLE VIII

TERMINATION AND WINDING UP

The Settlement Trust shall be terminated after no additional amounts are distributable from the Settlement Trust in accordance with the Settlement Agreement (either because no Trust

Estate remains in the Settlement Trust, or because all of the Settlement Trust's obligations have been discharged pursuant to the Settlement Agreement). Subject to the Settlement Agreement, upon termination of the Settlement Trust in accordance with this Article VIII, the Trustee shall finalize distributions from the Trust Estate in accordance with Section 3-1. The Trustee is authorized, upon such final distribution of the Trust Estate, to take appropriate steps to wind down the Settlement Trust and thereafter the Trustee is discharged from any further responsibility with respect to the Settlement Trust.

ARTICLE IX

GENERAL PROVISIONS

9-1 Governing Law. This Trust Agreement creates a trust under the laws of the State of West Virginia, and the validity, construction, and interpretation of this Trust Agreement, and the rights created hereunder, shall be governed by the laws of the State of West Virginia without regard to choice of law provisions, except that all matters of federal tax law and the Settlement Trust's compliance with section 468B of the Code and the Treasury Regulations promulgated thereunder shall be governed by federal income tax law.

9-2 Number, Gender, Headings, and Construction. As used in this Trust Agreement, words in the singular include words in the plural and words in the plural include the singular, and the masculine and neuter genders shall be deemed to include the masculine, feminine, and neuter. The descriptive headings for each article of this Trust Agreement shall not affect the interpretation or legal efficacy of this Trust Agreement. This Trust Agreement shall be construed so as to be consistent with the terms of the Settlement Agreement and, in the event of any conflict between the terms of this Trust Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

9-3 Counterparts. This Trust Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9-4 Severability. Should any provision of this Trust Agreement be determined to be unenforceable, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Trust Agreement.

9-5 Jurisdiction. The Settlement Trust is subject to the continuing jurisdiction of the Court, and the Parties accept jurisdiction of the Court for purposes of the Trust Agreement.

9-6 Amendments, Alterations, and Revocation. The Settlement Trust may be amended or altered from time to time, or revoked by an instrument in writing executed by all of AMS/Astora, Claimants' Counsel, and the Trustee.

9-7 Entire Agreement; No Waiver. This Trust Agreement and the Settlement Agreement together contain the entire agreement of the Parties relating to the subject matter of this Trust Agreement, and other than the Settlement Agreement, this Trust Agreement supersedes

any prior oral or written agreements concerning the subject matter hereof. This Trust Agreement shall be construed so as to be consistent with the terms of the Settlement Agreement and, in the event of any conflict between the terms of this Trust Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control. 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.

9-8 Confidentiality. All information disclosed by any Party (or its representatives), whether before or after the date hereof, in connection with the transactions contemplated by or the discussion and negotiations preceding this Trust Agreement, to any other Party (or its representatives) will be kept confidential by such other Party and its representatives and will not be used by any such persons other than as contemplated by this Trust Agreement, expect to the extent that such information: (a) was known by the recipient when received; (b) is or hereafter becomes lawfully obtainable from other sources; (c) is necessary or appropriate to disclose to a governmental entity having jurisdiction over the Parties, or as may otherwise be required by applicable law or by the Court; or (d) to the extent such duty as to confidentiality is waived in writing by the other Party.

[Signatures on following page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this twelve (12) page Trust Agreement has been executed by AMS/Astora as Settlor, Claimants' Counsel, and the Trustee all as of the date indicated on the cover page above.

SO AGREED ON BEHALF OF AMS/ASTORA, AS SETTLOR:

By: Ellen Reisman (EKR)

Ellen K. Reisman, Esquire
REISMAN KARRON GREENE LLP
1700 K Street, NW, Suite 200
Washington, DC 20006
Ellen.Reisman@rkgattorneys.com

SO AGREED ON BEHALF OF CLAIMANTS' COUNSEL:

By: _____

Amanda C. Robinson
Robinson Calcagnie Robinson Shapiro Davis, Inc.
17 Corporate Plaza Drive
Newport Beach, CA 92660
arobinson@rcrsd.com

SO AGREED ON BEHALF OF SCOTT FREEMAN OF THE SETTLEMENT ALLIANCE, AS TRUSTEE

By: _____

Scott Freeman
Trustee
5847 San Felipe, Suite 4550
Houston, Texas 77057

ACCEPTANCE OF TRUST ESTATE

Scott Freeman of The Settlement Alliance, named as the Trustee of the Robinson AMS/Astora Settlement Trust accepts this appointment and the assets to be transferred to the Robinson AMS/Astora Settlement Trust to be held, administered and distributed as provided in this Trust Agreement.

WITNESS the execution hereof of the Trustee on this 25th day of July, 2016.

By: _____
Scott Freeman