

AVON LIQUIDATION TRUST AGREEMENT

This Avon Liquidation Trust Agreement (this “**Trust Agreement**”) is entered into as of October 7, 2025 pursuant to the Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and its Debtor Affiliates dated April 28, 2025, as the same may be modified or amended (the “**Plan**”) by and among the Debtors, the Creditors’ Committee, Melanie L. Cyganowski, as the liquidating trustee (the “**Liquidating Trustee**”), Wilmington Trust, National Association, as the Delaware trustee (the “**Delaware Trustee**”), and the members of the ALT Trust Advisory Committee identified on the signature pages hereof (the “**TAC**”).

WHEREAS, on August 12, 2024 and October 25, 2024, the Original Debtors and the Additional Debtors, respectively, each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, on September 24, 2025, the Court entered a confirmation order (the “**Confirmation Order**”) approving the Plan; and

WHEREAS, the Plan provides for the creation of the Avon Liquidation Trust (the “**Trust**”) to hold, manage, liquidate, and distribute certain assets to be received directly or by assignment from the Debtors and the Liquidating Debtors;

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I

GENERAL

1.1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them by the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined herein or in the Plan, but defined in the Bankruptcy Code or Bankruptcy Rules shall have the meanings ascribed to them by the Bankruptcy Code and Bankruptcy Rules, and such definitions are incorporated herein by reference.

1.2. Preamble. The statements and provisions of the foregoing recitals are, by this reference, incorporated into and made a part of this Trust Agreement.

ARTICLE II

AGREEMENT OF TRUST

2.1. Creation and Name. There is hereby created a trust which shall be known as the Avon Liquidation Trust (the “**Trust**”), which is the trust contemplated by the Plan. It is the intention of the parties hereto that the trust created hereby constitute a statutory trust under the Delaware Statutory Trust Act, Chapter 38 of title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* (the “**Act**”) and that this document constitute the governing instrument of the Trust. The Liquidating Trustee and the Delaware Trustee are hereby authorized and directed to execute and

file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as Exhibit A.

2.2. Purpose and Transfer of Assets. The Trust is established for the purposes described in the Plan in accordance with Treasury Regulations Section 301.7701-4(d), including to allow the Liquidating Trustee to carry out the Authorized Acts. The Trust shall retain all rights to commence and pursue all Retained Causes of Action and to pursue all Insurance Rights. Notwithstanding contained herein to the contrary, in accordance with Treasury Regulations Section 301.7701-4(d), the Trust shall have no objective to continue or engage in the conduct of a trade or business.

The Trust shall administer, process, settle, resolve, liquidate, satisfy, and pay (from the designated fund therefor), as applicable, Claims against the Debtors, subject to the terms of this Trust Agreement, the Trust Distribution Procedures, the Plan, and the Confirmation Order. The Trust shall be administered and implemented by the Liquidating Trustee subject to the consent and consultation rights of the TAC as provided herein and in the Trust Distribution Procedures.

The Trust shall, in accordance with the provisions of the Plan, the Confirmation Order, this Trust Agreement, and the Trust Distribution Procedures, (i) hold and make Distributions from the Professional Fee Escrow Account, the Priority Reserve, the GUC Recovery Fund, the Special Electing GUC Recovery Fund, and the TC Recovery Fund, and pay ALT Operating Expenses from the ALT Operating Reserve and Unsecured 2043 Notes Fees and Expenses, (ii) liquidate the ALT Assets, including the Retained Causes of Action, (iii) recover Insurance Proceeds, and (iv) administer Claims.

For the avoidance of doubt, the Trust, in its capacity as the assignee of the “Seller Parties” under the Stock and Asset Purchase Agreement, agrees to be bound and shall be bound by the terms and provisions of the Stock and Asset Purchase Agreement to the same extent as the “Seller Parties” are bound, including such terms and provisions relating to the “Deferred Closing” of each “Deferred Entity” under the Stock and Asset Purchase Agreement.

Pursuant to the provisions of the Plan, the Debtors and the Liquidating Debtors hereby transfer to the Trust the ALT Assets, including the Retained Causes of Action, and the Insurance Rights; provided, however, that to the extent certain ALT Assets cannot be transferred to, vested in, and assumed by the Trust on the date hereof or otherwise are not available to be so transferred until after such date, such ALT Assets shall be automatically, and without further act or deed by any Person or Entity, transferred to, vested in, and assumed by the Trust as soon as reasonably practicable after such date. No ALT Asset shall be used for any purpose other than as contemplated by, and in accordance with, the Plan, this Trust Agreement, and the Trust Distribution Procedures. The transfer of the ALT Assets is free and clear of all Claims, Interests, Liens, other encumbrances, and liabilities of any kind.

2.3. Acceptance of Assets and Assumption of Liabilities. In furtherance of the purposes of the Trust, the Trust hereby expressly accepts the transfer, issuance, and assignment, as applicable, to the Trust of the ALT Assets, including the Retained Causes of Action, and the Insurance Rights at the time and in the manner contemplated by the Plan, in accordance with the terms of this Trust Agreement.

In furtherance of the purposes of the Trust, and subject to the provisions of this Trust Agreement and the Trust Distribution Procedures, the Trust (a) assumes all responsibility and liability for all (1) Professional Fee Claims, (2) Administrative Expense Claims, Secured Claims, and Priority Claims, (3) subject to the provisions of Section 12.16(ii) of the Plan, Unsecured 2043 Notes Fees and Expenses, (4) Non-Electing General Unsecured Claims, (5) Electing General Unsecured Claims, (6) Talc Claims, and (7) ALT Operating Expenses, and (b) undertakes to administer and pay the foregoing with funds designated to (1) the Professional Fee Escrow Account, (2) the Priority Reserve, (3) the GUC Recovery Fund, (4) the Special Electing GUC Recovery Fund, (5) the TC Recovery Fund, and (6) the ALT Operating Reserve, respectively. In addition, the Trust, as of the Effective Date, assumes sole and exclusive responsibility and liability for all liabilities of the Liquidating Debtors arising after the Effective Date, and such liabilities shall be liquidated, resolved, or paid by the Trust from the ALT Operating Reserve. The Trust shall have all defenses, cross-claims, offsets, and recoupments regarding Claims or post-Effective Date liabilities that the Debtors or the Liquidating Debtors have, or would have had, under applicable law; provided, however, that no such claims, defenses, or rights may be asserted against the Debtors or the Liquidating Debtors.

2.4. Division of Assets Among Holders of Claims. Holders of Claims against the Debtors will receive distributions from the Trust in accordance with and reflecting the terms set forth in the Plan and, in the case of Talc Claims and Allowed Electing General Unsecured Claims, the Trust Distribution Procedures.

2.5 Beneficial Owners. To the extent required by the Act, the beneficial owners (within the meaning of the Act) of the Trust shall be deemed to be the holders of Talc Claims and General Unsecured Claims (the “**Beneficial Owners**”); provided that (i) the holders of Talc Claims and General Unsecured Claims, as such Beneficial Owners, shall have only such rights with respect to the Trust and its assets as are set forth in the Plan and the Trust Distribution Procedures, and (ii) no greater or other rights, including upon dissolution, liquidation or winding up of the Trust, shall be deemed to apply to the holders of Talc Claims and General Unsecured Claims in their capacity as Beneficial Owners.

ARTICLE III

POWERS; TRUST ADMINISTRATION

3.1. Powers of and Directions to the Liquidating Trustee.

(a) Except as otherwise provided in this Trust Agreement or the Plan, the Liquidating Trustee shall have the power to take any and all such actions as, in the judgment of the Liquidating Trustee, are necessary or convenient to effectuate the purposes of the Trust, including, without limitation, each power expressly granted in Subsection 3.1(c) hereof or the Plan, any power reasonably incidental thereto, and any statutory trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as provided in the Plan or otherwise specified herein, the Liquidating Trustee need not obtain the order or approval of any court, including the Bankruptcy Court, in the exercise of any power or discretion conferred hereunder, or account to any court, including the

Bankruptcy Court, in the absence of a breach of trust; provided that, notwithstanding anything to the contrary herein, the Trust is subject to the continuing jurisdiction of the Bankruptcy Court as required by Treasury Regulations Section 1.468B-1(c)(1).

(c) Without limiting the generality of Subsections 3.1(a) above, the Liquidating Trustee shall have the power to:

(i) wind down, dissolve, and liquidate the Liquidating Debtors, their Estates, and the ALT Assets;

(ii) pursue the Insurance Rights and prosecute and liquidate the Retained Causes of Action;

(iii) administer, process, settle, resolve, liquidate, satisfy, and pay (from the designated funds therefor), as applicable, Claims against the Debtors;

(iv) maintain, administer, and make Distributions from the Professional Fee Escrow Account to satisfy Allowed Professional Fee Claims;

(v) maintain, administer, and make Distributions from the Priority Reserve to satisfy Allowed (a) Administrative Expense Claims (excluding Professional Fee Claims), (b) Secured Claims, and (c) Priority Claims;

(vi) maintain, administer, and make Distributions from (a) the GUC Recovery Fund with respect to Allowed Non-Electing General Unsecured Claims, (b) the Special Electing GUC Recovery Fund to holders of Allowed Electing General Unsecured Claims, and (c) the TC Recovery Fund to holders of Allowed Talc Claims, in each case as set forth in the Plan, this Trust Agreement and the Trust Distribution Procedures;

(vii) pay Unsecured 2043 Notes Fees and Expenses in accordance with Section 12.16(ii) of the Plan;

(viii) maintain, administer, and make distributions from the ALT Operating Reserve to satisfy ALT Operating Expenses;

(ix) administer the closing of the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules;

(x) (a) to the extent permitted under the Sale Order or the Stock and Asset Purchase Agreement, access and retain the Debtors' and the Liquidating Debtors' documents, books, and records and (b) considering all factors, make determinations with regard to the use of such documents, books, and records; provided, however, that any such use will be in a manner that reasonably protects against disclosure of personally identifiable information and that complies with all applicable laws, and, in the absence of modification, any confidentiality agreements, protective orders, or other similar obligations regarding the use of the Debtors' and the Liquidating Debtors' documents, books, and records;

(xi) carry out the purposes and obligations of the Trust as set forth in the Plan, this Trust Agreement, and the Trust Distribution Procedures;

(xii) invest the funds of the Trust as provided in Section 5.2 hereof;

(xiii) delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Trust estate to any one or more reputable individuals or recognized institutional advisers or investment managers without liability for any action taken or omission made because of any such delegation, except for such liability as is provided in Section 6.4 hereof;

(xiv) establish and/or amend established procedures for the evaluation and liquidation of Talc Claims, including, but not limited to, the Trust Distribution Procedures; provided any amendments to the Trust Distribution Procedures shall be subject to the consent of the TAC;

(xv) sue and be sued and participate, as a party or otherwise, in any judicial, administrative, arbitrate, or other proceedings;

(xvi) employ, supervise, and compensate professionals retained by the Trust;

(xvii) in accordance with Section 6.6 hereof, indemnify (and purchase insurance indemnifying) the Liquidating Trustee, the Delaware Trustee, the TAC and the employees, agents, and representatives of the Trust, to the fullest extent that a corporation organized under the laws of the Trust's domicile is from time to time entitled to indemnify its directors, officers, employees, agents and representatives;

(xviii) make and file tax elections, returns, periodic operating reports, and other documents, as necessary, on behalf of the Trust;

(xix) take all appropriate actions pursuant to Section 5.3(ii) of the Plan with respect to the Debtors' taxes;

(xx) amend this Trust Agreement, with the consent of the TAC, except to the extent that such amendment would be inconsistent with the provisions of the Plan, and with the consent of the Delaware Trustee solely to the extent any such amendment adversely affects the rights, duties, protections or obligations of the Delaware Trustee hereunder;

(xxi) wind up the affairs of the Trust pursuant to Section 9.2 hereof; and

(xxii) take any and all other actions necessary or appropriate to implement or consummate the Plan and operate the Trust.

(d) The Liquidating Trustee shall not have the power to guarantee any debt of other persons.

(e) The Liquidating Trustee shall consult with the TAC (i) on the general implementation and administration of the Trust, (ii) on the general implementation and

administration of the Trust Distribution Procedures, (iii) on day-to-day litigation matters related to the Insurance Rights (*e.g.*, general trial strategy and proposed motion practice and discovery) with such consultation to be in a reasonable form (*e.g.*, periodic calls or update memoranda) and provide sufficient time for the TAC to provide meaningful responses to the Liquidating Trustee's proposals, and (iv) on such other matters as may be required under this Trust Agreement or the Trust Distribution Procedures.

(f) The Liquidating Trustee shall be required to obtain the consent of the TAC, in addition to any other instances elsewhere enumerated, in order:

- (i) to amend this Trust Agreement in accordance with the terms hereof;
- (ii) to amend the Trust Distribution Procedures in accordance with the terms thereof;
- (iii) to set the amount of the reserves to be held by the Trust for Talc Claims that have been filed or are expected to be filed but have not yet been resolved and for the projected expenses of the Trust (including ALT Operating Expenses) pursuant to Section 3.2 of the Trust Distribution Procedures;
- (iv) to determine the percentage of the liquidated values of Talc Claims to be paid in the initial installment payments and when and in what amounts additional installment payments shall be made pursuant to Section 3.2 of the Trust Distribution Procedures;
- (v) to terminate the Trust pursuant to Section 9.2 below;
- (vi) to establish and/or to change the Claims Materials to be provided to holders of Talc Claims under Section 5.1 of the Trust Distribution Procedures;
- (vii) to change the form of the Talc Claimant release to be provided pursuant to Section 6.3 of the Trust Distribution Procedures;
- (viii) to change the compensation of the Liquidating Trustee;
- (ix) to contract with a claims resolution organization to process the Talc Claims;
- (x) to select professionals to represent the Trust in litigation related to the Insurance Rights or Retained Causes of Action and to enter into fee arrangements with such professionals;
- (xi) to take dispositive actions in litigation involving the Insurance Rights or Retained Causes of Action, including the filing of dispositive motions;
- (xii) to approve any release, settlement, or abandonment with respect to the Insurance Rights or Retained Causes of Action;
- (xiii) to enter into any Insurance Settlement Agreement; and

(xiv) to disclose any information, document, or other materials to preserve, litigate, resolve, or settle insurance coverage or to comply with an applicable obligation under an insurance policy, indemnity, or settlement agreement pursuant to Section 5.5 of the Trust Distribution Procedures.

(g) The Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the Insurance Entity Injunction (as set forth in the Plan) with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company. The Trust shall have the sole and exclusive authority to create and implement all procedures, terms, and conditions (the “**Insurance Action Procedures**”) under which an action may be asserted against a Non-Settling Insurance Company as a result of such termination, reduction, or limitation in scope of the Insurance Entity Injunction, subject to the consent of the TAC. Except as provided in any Insurance Action Procedures established by the Trust, all proceeds recovered on account of actions asserted against a Non-Settling Insurance Company shall be transferred to the Trust for distribution in accordance with the Plan and this Trust Agreement.

3.2. Administration. The reasonable fees, costs and expenses incurred by the Liquidating Trustee in connection with the performance of the Liquidating Trustee’s duties, obligations and rights under the Plan and this Trust Agreement, including without limitation the fees, costs and expenses of professional persons retained by the Trust (including those of the Delaware Trustee), and other costs incurred by the Trust, shall be paid from the funds of the ALT Operating Reserve. The Debtor shall not be liable for any expenses or fees incurred by the Trust as part of its duties under the Plan or this Trust Agreement, including, without limitation, any attorneys’ fees or other costs and expenses. The Trust shall maintain reasonable reserves in the ALT Operating Reserve to pay fees, expenses and costs of the Trust and its professional persons.

3.3 Periodic Distribution; Withholding. The Liquidating Trustee shall make distributions from the Trust to the Disbursing Agent for further distribution to the Grantors (as defined in Section 4.1(a), below) at least annually, to the extent the Liquidating Trustee determines the Trust has sufficient cash available for distribution from all net cash income and all other cash received by the Trust, and the Liquidating Trustee is otherwise authorized to make distributions from the Trust to the Disbursing Agent for further distribution to the Grantors at any time following the Effective Date if it determines, upon the exercise of its business judgment, after consulting with its professionals, that making a distribution is in the best interests of the Grantors and is in accordance with the terms of the Plan; *provided, however*, that the Liquidating Trustee may, to the extent consistent with applicable tax law as to liquidating trusts (*see, e.g.*, Rev. Proc. 82-58, 1982-2 C.B. 847, as amplified by Rev. Proc. 91-15, 1991-1 C.B. 484 and Rev. Proc. 94-45, 1994-2 C.B. 684), retain such amounts (i) as are reasonably necessary to meet contingent liabilities, and to maintain the value of the ALT Assets during the term of the Trust, (ii) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees (including attorneys’ fees) and expenses of the Liquidating Trustee in connection with the performance of the Liquidating Trustee’s duties in connection with the Plan or this Trust Agreement and any amounts owed to the Liquidating Trustee pursuant to the terms hereof, and (iii) to satisfy all other liabilities incurred or assumed by the Trust (or to which the ALT Assets are otherwise subject) in accordance with the Plan or this Trust Agreement. The Liquidating Trustee, in its discretion, may cause the Trust (including by directing the Disbursing Agent) to withhold and/or pay to the appropriate tax authority from any amounts

distributable from the Trust pursuant to the Plan to any Person any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such Person or the Trust with respect to the amount to be distributed to such Person. The Liquidating Trustee shall determine such maximum amount to be withheld by the Disbursing Agent, in its sole, reasonable discretion and shall direct the Disbursing Agent to distribute to the applicable Person any excess amount withheld. In the alternative, the Liquidating Trustee may direct the Disbursing Agent to determine any amounts to be withheld in respect of distributions described in the preceding two sentences, in its reasonable discretion. All amounts properly withheld or deducted from distributions to any Person as required by applicable law and paid over to the applicable taxing authority for the account of such Person shall be treated as part of the distribution to such Person.

ARTICLE IV

TAX MATTERS

4.1. Tax Treatment of the Trust.

(a) The Liquidating Trustee shall cause the Trust to qualify as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684 and, thus, as a “grantor trust” within the meaning of Sections 671 through 679 of the Internal Revenue Code (in each case, other than to the extent that any ALT Assets are allocable to the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”), consistent with the terms of the Plan. For all United States federal income tax purposes, (i) the transfer of the ALT Assets to the Trust shall be treated as a transfer of the ALT Assets (other than to the extent that any ALT Assets are allocable to the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”) by the Debtors to the holders of beneficial interests in the Trust (other than any interests in respect of the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”) in satisfaction of their Allowed Claims (such holders of Allowed Claims, the “Grantors”), followed by a transfer of the ALT Assets by the Grantors to the Trust in exchange for an interest in the Trust and (ii) the Grantors shall be treated as the grantors and deemed owners of the ALT Assets (other than to the extent that any ALT Assets are allocable to the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”) for United States federal income tax purposes.

(b) Subject to definitive published guidance from the IRS or a decision of a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee may (a) timely elect to treat the Special Electing GUC Recovery Fund and any portion of the Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations Section 1.468B-9 (and make any appropriate elections), (b) file such tax returns (including the filing of a separate tax return for any “disputed ownership fund”), and pay such taxes as may be required consistent with such treatment, and (c) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. To the extent any portion of the Trust is to be taxed as a “disputed ownership fund,” for United States federal income tax

purposes such portion will be taxed as a separate entity subject to tax on amounts it earns on a current basis.

(c) The Liquidating Trustee shall cause the TC Recovery Fund to qualify and maintain qualification as a “qualified settlement fund” within the meaning of Treasury Regulations Section 1.468B-1(c). Notwithstanding the preceding paragraphs, in addition to the TC Recovery Fund, all or part of the Trust may be treated (now or in the future) as a “qualified settlement fund” within the meaning of, and as required by, Treasury Regulations Section 1.468B-1. If the Trust or any portion thereof is treated as a qualified settlement fund, it shall be treated consistently for state and local tax purposes to the extent applicable, and all parties (including the Debtors, their Estates, the Liquidating Debtors, the holders of beneficial interests in the Trust, and the Liquidating Trustee) shall report consistently with the foregoing.

(d) To the maximum extent permitted under applicable law, payments received (or deemed received) by the TC Recovery Fund or the Special Electing GUC Recovery Fund with respect to Insurance Rights shall be treated for all applicable income tax purposes as not being required to be included in the gross income of the TC Recovery Fund or the Special Electing GUC Recovery Fund. For all applicable income tax purposes, no deduction shall be taken on any tax return of a Debtor with respect to (i) the Insurance Rights Transfer or (ii) any payments with respect to Insurance Rights; provided that, to the extent that any payments received (or deemed received) by the TC Recovery Fund or the Special Electing GUC Recovery Fund with respect to Insurance Rights are not permitted under applicable law to not be included in the gross income of the TC Recovery Fund or the Special Electing GUC Recovery Fund, a deduction may be taken on the tax return of the applicable Debtor with respect to (i) the Insurance Rights Transfer or (ii) payments with respect to Insurance Rights.

4.2. Valuation of the ALT Assets. As soon as possible after the Effective Date, but in no event later than the due date for timely filing of the Trust’s first United States federal income tax return (taking into account applicable tax filing extensions), the Liquidating Trustee shall determine the fair market value of the ALT Assets as of the Effective Date based on the Liquidating Trustee’s good faith determination. The Liquidating Trustee shall establish appropriate means to apprise the Grantors of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Trust, the Liquidating Trustee, and the holders of beneficial interests in the Trust) for all United States federal income tax purposes.

4.3. Filing Requirements and Payment of Taxes.

(a) The Liquidating Trustee shall cause to be obtained, at the cost and expense of the Trust, a Federal Employer Identification Number for the Trust and shall cause such income tax and other returns and statements as are required by the applicable provisions of the Internal Revenue Code and the Treasury Regulations and such other state or local laws and regulations as may be applicable to be timely filed on behalf of the Trust on the basis of a December 31 year end. The Liquidating Trustee shall take all steps necessary to ensure that any tax obligations imposed upon the Trust are paid and shall otherwise comply with Treasury Regulations Section 1.468B-2 of the Treasury Regulations and all other reporting obligations of the Trust. The Liquidating Trustee shall be responsible for filing returns for the Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a).

(b) If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, their Estates, the Liquidating Debtors, the holders of beneficial interests in the Trust, and the Liquidating Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing and (ii) the Liquidating Trustee shall comply with all United States federal and state tax reporting and tax compliance requirements applicable to “disputed ownership funds,” including but not limited to the filing of a separate United States federal tax return for the “disputed ownership fund” and the payment of United States federal and/or state income tax due. The Liquidating Trustee shall be the “administrator,” within the meaning of Treasury Regulations Section 1.468B-9(b)(2), of such “disputed ownership fund.” The Debtors shall be the “transferor(s),” within the meaning of Treasury Regulations Section 1.468B-9(b)(7), of such “disputed ownership fund.” As such, each Debtor shall comply with all of the requirements imposed on transferors by the Treasury Regulations under Section 468B of the Internal Revenue Code, including, without limitation, delivering to the Liquidating Trustee, upon a written request, a statement that complies with Treasury Regulation Section 1.468B-9(g) and attaching a copy of that statement to such Debtor’s United States federal income tax return for the taxable year in which such Debtor makes the applicable transfer to the Trust.

(c) The Liquidating Trustee shall be responsible for filing all tax returns of any qualified settlement fund and the payment, out of the assets of such qualified settlement fund, of any taxes due with respect to trust assets or otherwise imposed on such qualified settlement fund (including any tax liability arising in connection with the distribution of trust assets), and shall be permitted to sell any assets of the qualified settlement fund to the extent necessary to satisfy such tax liability (including any tax liability arising in connection with such sale). The Liquidating Trustee shall be the “administrator,” within the meaning of Treasury Regulations Section 1.468B-2(k)(3), of such qualified settlement fund. The Debtors shall be the “transferor(s),” within the meaning of Treasury Regulations Section 1.468B-1(d)(1), of such qualified settlement fund. As such, each Debtor shall comply with all of the requirements imposed on transferors by the Treasury Regulations under Section 468B of the Internal Revenue Code, including, without limitation, delivering to the Liquidating Trustee, upon a written request, a statement that complies with Treasury Regulation Section 1.468B-3(e) and attaching a copy of that statement to such Debtor’s United States federal income tax return for the taxable year in which such Debtor makes the applicable transfer to the Trust.

(d) The Liquidating Trustee may retain an independent, certified public accountant or other appropriate tax professional to consult with and advise the Liquidating Trustee with respect to the preparation of any and all appropriate income tax returns, information returns, or compliance with withholding requirements.

4.4. Trust Allocations.

(a) Allocations of Trust taxable income among the Grantors shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such cash permitted to be distributed at such time, and without regard to any restrictions on distributions set forth in the Plan or this Trust Agreement) if, immediately prior to such deemed distribution, the Trust had distributed all its assets (valued at their tax book value, and other than assets allocable to the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”) to the Grantors, adjusted for prior taxable income and loss and taking

into account all prior and concurrent distributions from the Trust. Similarly, taxable loss of the Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining ALT Assets. The tax book value of the ALT Assets for purposes of this Section 4.4 shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, the applicable Treasury Regulations and other applicable administrative and judicial authorities and pronouncements.

(b) To the maximum extent permitted by law, for all applicable tax purposes: (i) a portion of the Insurance Rights and ALT Operating Reserve Amount shall be treated as contributed by the Debtors to each of the TC Recovery Fund and Special Electing GUC Recovery Fund as of the Effective Date, with such portion determined based upon the Liquidating Trustee's best estimate of the Available Cash Allocation Percentage as of the Effective Date and the entitlements of the TC Recovery Fund and the Special Electing GUC Recovery Fund pursuant to this Plan; and (ii) any allocation or reallocation of Cash in accordance with the terms of this Plan to the TC Recovery Fund or the Special Electing GUC Recovery Fund shall be treated as relating back to the original transfer by the Debtors described in the foregoing clause (i), and/or as a transfer made on behalf of the applicable Debtor to the TC Recovery Fund or the Special Electing GUC Recovery Fund (as applicable). All parties (including the Debtors, their Estates, the Liquidating Debtors, holders of beneficial interests in the Trust, and the Liquidating Trustee) shall report consistently with such treatment.

4.5. Expedited Determination of Taxes. The Liquidating Trustee may request an expedited determination of taxes under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust (including, for the avoidance of doubt, any tax return with respect to any "disputed ownership fund" or "qualified settlement fund" established hereunder) through the ALT Termination Date, and for all tax returns filed by or on behalf of the Debtors or the Liquidating Debtors for all taxable periods of the Debtors and the Liquidating Debtors.

4.6. Annual Reporting. Within seventy-five (75) days (or earlier if required by law) after the end of each calendar year, the Trust shall cause to be prepared and mailed such information as required by law to enable payees to complete and file each of their respective United States federal, state, and local income and other tax returns.

4.7. Taxable Year. The taxable year for the Trust shall be the calendar year. The Trust may use either the accrual or cash method of accounting within the meaning of Section 446(c) of the Internal Revenue Code.

4.8. Withholding Compliance.

(a) In connection with the performance of his or her duties pursuant to the terms of this Trust Agreement and all instruments issued in connection herewith and distributions hereunder, the Liquidating Trustee shall comply with all withholding and reporting requirements, imposed by any applicable United States federal, state, local, or foreign taxing authority, or required under any applicable federal, state, local, or foreign tax law or regulation, and all distributions hereunder shall be subject to any such withholding and reporting requirements, imposed by any applicable

United States federal, state, local, or foreign taxing authority, or required under any applicable United States federal, state, local, or foreign tax law or regulation.

(b) Any Person entitled to receive any property as an issuance or Distribution under the Plan (each, a “Recipient”) shall, upon request, deliver to the Disbursing Agent or such other Person designated by the Liquidating Debtors or the Liquidating Trustee (which Person shall subsequently deliver to the Disbursing Agent or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or Form W-8, as applicable, and any other forms or documents reasonably requested by the Liquidating Debtors or the Liquidating Trustee to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If any such request is made by the Liquidating Debtors or the Liquidating Trustee, the Disbursing Agent, or such other Person designated by the Liquidating Debtors, the Liquidating Trustee, and the Recipient fails to comply before the date that is sixty (60) calendar days after the request is made, then, to the fullest extent permitted by laws, the amount of such Distribution shall irrevocably revert to the Trust and any Claim with respect to such Distribution shall be forever barred from assertion against the Trust or its property.

4.9. Intention of the Parties. The Debtors, the Liquidating Trustee, the Delaware Trustee, and the TAC hereby express their intent to create and maintain the Trust as a liquidating trust for United States federal income tax purposes in accordance with Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” subject to the provisions of Subchapter J, Subpart E of the Internal Revenue Code (in each case, other than to the extent that any ALT Assets are allocable to the TC Recovery Fund or any portion of the Trust treated as a “disputed ownership fund”), and the Liquidating Trustee further represents that the Trust shall not: (a) receive transfers of listed stocks or securities, any readily-marketable assets (other than those constituting the ALT Assets), or any assets of a going business; (b) receive and retain cash (or cash equivalents) in excess of a reasonable amount to meet claims and contingent liabilities (including disputed claims), or to maintain the value of the assets during liquidation, determined in the reasonable discretion of the Liquidating Trustee in accordance with the provisions hereof; or (c) receive a partnership interest in a partnership that holds operating assets or 50% or more of the stock of a corporation with operating assets.

4.10. Consistency of Tax Reporting. All parties (including the Debtors, their Estates, the Liquidating Debtors, holders of beneficial interests in the Trust, and the Liquidating Trustee) shall report for United States federal and applicable state and local income tax purposes consistently with this Article IV of this Trust Agreement.

ARTICLE V

ACCOUNTS, PAYMENTS AND INVESTMENTS

5.1. Accounts; Reserves. The Liquidating Trustee shall establish and maintain such accounts and reserves within the Trust as are required by the Plan and shall utilize the monies in such accounts and reserves to make the payments specified in the Plan, this Trust Agreement, and the Trust Distribution Procedures. Periodically, until the ALT Termination Date, the Liquidating Trustee shall replenish the ALT Operating Reserve in accordance with Section 6.10(ii) of the Plan to the extent deemed necessary by the Liquidating Trustee to satisfy and pay estimated future ALT

Operating Expenses. Except as otherwise provided herein or required by the Plan, all amounts received by the Trust in respect of the ALT Assets, the Insurance Rights, and the Retained Causes of Action, and all proceeds thereof and earnings thereon, shall be held solely in the Trust accounts and shall be used to make distributions to holders of Claims against the Debtors and to pay Trust expenses as and to the extent provided in the Plan, this Trust Agreement, and the Trust Distribution Procedures.

5.2. Investments. Investment of monies held in the Trust shall be administered in a manner consistent with the standards set forth in the Uniform Prudent Investor Act drafted by the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995, subject to the following limitations and provisions:

The Trust shall not acquire, directly or indirectly, equity in any Entity or business enterprise if, immediately following such acquisition, the Trust would hold more than 5% of the equity in such Entity or business enterprise. The Trust shall not hold, directly or indirectly, more than 10% of the equity in any Entity or business enterprise. These limits do not apply to the New Parent Interest.

The Trust shall not acquire or hold any long-term debt securities unless (i) such securities are ALT Assets under the Plan, (ii) such securities are rated “A” or higher by Moody’s Investors Services, Inc. (“Moody’s”) or by Standard & Poor’s Corporation (“S&P”), or (iii) such securities have been issued or fully guaranteed as to principal and interest by the United States of America or any agency or instrumentality thereof, and, in the case of securities described in (ii) and (iii), such securities have a maturity of not more than five (5) years from the date of purchase.

The Trust shall not acquire or hold any United States direct obligation (*e.g.*, Treasury bills, notes, and bonds) unless the United States direct obligation has a maturity of not more than five (5) years from the date of purchase.

The Trust shall not acquire or hold any commercial paper of a foreign or domestic corporation unless such commercial paper is rated “P-1” or higher by Moody’s or “A-1 H” or higher by S&P and has a maturity of not more than six (6) months.

The Trust shall not acquire or hold any promissory note of a domestic corporation unless the note has a maturity of not more than five (5) years from the date of purchase and such note is rated “A” or higher by Moody’s or S&P.

The Trust shall not acquire or hold any foreign or domestic banker’s acceptance, certificate of deposit, time deposit, or note, unless that instrument has a maturity of not more than one (1) year from the date of purchase and is rated “A” or higher by Moody’s or S&P.

The Trust shall not acquire or hold any direct or indirect obligation of any state, county, city, or other qualifying entity unless the obligation (i) is rated “MI G 1” or higher by Moody’s or “SP-I” or higher by S&P (in the case of a short-term obligation) or “A” or higher by Moody’s or S&P (in the case of a long-term obligation) and (ii) has a maturity or redemption option of not more than five (5) years from the date of purchase.

The Trust may invest in a money market fund if the fund has minimum net assets of \$550 million and an average portfolio maturity of not more than one-hundred-eighty (180) days.

The Trust shall not acquire or hold any preferred stock or convertible securities unless such preferred stock or convertible securities are rated “A” or higher by Moody’s or “A” or higher by S&P, and have a maturity of not more than five (5) years from the date of purchase.

The Trust shall not acquire or hold any securities or other instruments issued by any Entity (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) to the extent that the aggregate fair market value as determined in good faith by the Liquidating Trustee of all securities and instruments issued by such Entity and held by the Trust would exceed 10% of the aggregate value of the Trust estate; provided, however, that this limitation shall not apply to securities and other instruments issued by an investment company registered under the Investment Company Act of 1940, as amended.

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 above for long-term debt securities that may be held by the Trust.

The Trust shall not acquire or hold any options or derivatives.

The Trust shall not acquire or hold any repurchase obligations.

The Trust shall not acquire or hold cash (or cash equivalents) in excess of a reasonable amount to meet claims and contingent liabilities (including disputed claims), or to maintain the value of the assets during liquidation, determined in the reasonable discretion of the Liquidating Trustee in accordance with the provisions hereof.

The Trust shall not acquire or hold a partnership interest in a partnership that holds operating assets or 50% or more of the stock of a corporation with operating assets.

The Trust shall not acquire or hold any investments that a Liquidating Trust treated as a grantor trust pursuant to Sections 671-677 *et seq.* of the Internal Revenue Code may not be permitted to hold pursuant to Treasury Regulations Section 301.7701-4(d) and Section 3.09 of Revenue Procedure 94-45, 1994-2 C.B. 684, as modified by any IRS guidelines, rulings, or other controlling authorities.

ARTICLE VI

LIQUIDATING TRUSTEE AND DELAWARE TRUSTEE

6.1. Number. In addition to the Delaware Trustee appointed pursuant to Section 6.10 hereof, there shall be one (1) Liquidating Trustee at all times. The initial Liquidating Trustee shall be Melanie L. Cyganowski.

6.2. Term of Service.

(a) The Liquidating Trustee shall serve until the earlier of (i) his or her death or resignation pursuant to Subsection 6.2(b) below, (ii) his or her removal pursuant to Subsection 6.2(c) below, or (iii) the termination of the Trust pursuant to Section 9.2 below.

(b) The Liquidating Trustee may resign at any time, at which time, the Liquidating Trustee shall nominate a successor Liquidating Trustee for appointment upon effectiveness of the Liquidating Trustee's resignation, subject to the consent of the TAC. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) calendar days after the date such notice is given, where practicable and identify the nominated successor Liquidating Trustee. If the resigning Liquidating Trustee and the TAC cannot agree on the identity of the successor Liquidating Trustee, the Bankruptcy Court shall appoint the successor Liquidating Trustee.

(c) The Liquidating Trustee or any successor Liquidating Trustee may be removed by the Bankruptcy Court in the event that he or she becomes unable to discharge his or her duties hereunder due to accident or physical or mental deterioration, or for other good cause. The TAC shall appoint the successor Liquidating Trustee.

6.3. Successor Liquidating Trustee. Immediately upon the appointment of any successor Liquidating Trustee, all rights, titles, duties, power and authorities of the predecessor Liquidating Trustee hereunder shall be vested in and undertaken by the successor Liquidating Trustee without any further act. No successor Liquidating Trustee shall be liable personally for any act or omission of his or her predecessor Liquidating Trustee.

6.4. Liability of the Liquidating Trustee, Delaware Trustee, and TAC. Neither the Liquidating Trustee, nor the Delaware Trustee, nor the TAC, nor any shareholder, officer, director, agent, representative or employee of the Trust, the Delaware Trustee or the TAC, shall be liable to the Trust or any person, except for liabilities that are held by a court of competent jurisdiction in a final, nonappealable proceeding to be the direct result of his, her, or its gross negligence or willful misconduct. Neither the Liquidating Trustee, nor the Delaware Trustee, nor the TAC shall be liable for any act or omission of any other agent, representative or employee of the Trust, unless the Liquidating Trustee, Delaware Trustee, or TAC acted with gross negligence or willful misconduct in the selection or retention of such agent, representative, or employee. Nothing in this Section 6.4 shall be construed as implying duties or liability of the Delaware Trustee beyond those expressly set forth in Section 6.10 of this Trust Agreement.

6.5. Compensation and Expenses of the Liquidating Trustee and Delaware Trustee.

(a) The Liquidating Trustee shall receive a monthly retainer from the Trust for his or her service as the Liquidating Trustee. The monthly retainer during the first year following the Effective Date shall be Fifteen Thousand Dollars (\$15,000). The monthly retainer during the second year following the Effective Date shall be Ten Thousand Dollars (\$10,000). The monthly retainer during the third year following the Effective Date shall be Eight Thousand Dollars (\$8,000). Following the third year, the Liquidating Trustee and the TAC shall review and discuss

the monthly retainer and determine whether it should be changed. The Liquidating Trustee's compensation may not be changed without approval of the TAC. The Delaware Trustee shall be paid such compensation as is agreed pursuant to a separate fee agreement.

(b) All reasonable out-of-pocket costs and expenses (including attorneys' fees and costs) incurred by the Liquidating Trustee or the Delaware Trustee in connection with the performance of his, her or its duties hereunder will be promptly reimbursed by the Trust, to the extent sufficient funds are available, upon presentation of appropriate documentation thereof.

6.6. Indemnification of the Liquidating Trustee, the Delaware Trustee, and the TAC.

(a) The Trust hereby agrees to indemnify, defend and hold harmless the Liquidating Trustee, the Delaware Trustee, and the members of the TAC (each, an "**Indemnified Person**"), to the fullest extent permitted by law, against any and all liabilities, expenses, claims, damages, costs, expenses, disbursements, or other losses (collectively, "**Losses**") incurred by him, her or it to the extent such Losses arise out of or are imposed upon or asserted at any time against such Indemnified Person with respect to the performance of their duties hereunder, the creation, operation or termination of the Trust, or the transactions contemplated hereby; provided, however, that the Trust shall not be required to indemnify any Indemnified Person for any Losses that are held by a court of competent jurisdiction in a final, nonappealable proceeding to be the direct result of the willful misconduct, gross negligence, or fraud of such Indemnified Person. The obligations of the Trust under this Section 6.6 shall survive the termination of this Trust Agreement and the resignation or removal of the Liquidating Trustee, the Delaware Trustee, or a member of the TAC.

(b) The rights of the Indemnified Persons to indemnification under Section 6.6(a) hereof are absolute, subject only to the conditions provided in Section 6.6(a) hereof. Any dispute regarding such indemnification of the Liquidating Trustee, the Delaware Trustee, or the TAC members shall be resolved only by the Bankruptcy Court.

(c) To the fullest extent permitted by law, all Losses incurred by or on behalf of any Indemnified Person shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such advanced amounts if it shall be determined ultimately that such Indemnified Person is not entitled to be indemnified by the Trust.

(d) The Liquidating Trustee has the power, generally or in specific cases, to cause the Trust to indemnify the agents, representatives, and employees of the Trust to the same extent as provided in this Section 6.6 with respect to the Liquidating Trustee.

6.7. Lien. The Liquidating Trustee, the Delaware Trustee, and the TAC members shall have a first lien upon the ALT Assets to secure the payment of any amounts payable to him, her or it pursuant to Section 6.5 or Section 6.6 hereof.

6.8. The Liquidating Trustee's Employment of Professionals; the Delaware Trustee's and the TAC's Employment of Counsel.

(a) The Liquidating Trustee may, but shall not be required to, consult with counsel, accountants, appraisers and other parties deemed by the Liquidating Trustee to be qualified as

experts on the matters submitted to them, and the opinion of any such experts on any matters submitted to them by the Liquidating Trustee shall be full and complete authorization and protection in respect of any action taken or not taken by the Liquidating Trustee hereunder in good faith and in accordance with the opinion of any experts retained by the Liquidating Trustee.

(b) Each of the Delaware Trustee and the TAC shall be permitted to retain counsel in connection with the exercise of its obligations hereunder, and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee or the TAC in good faith in compliance with such advice. The TAC, and its counsel if it engages counsel, shall at all times have complete access to the Trust's officers, employees, and agents, as well as to the professionals hired by the Trust, provided that any information provided by the Trust professionals shall not constitute a waiver of any applicable privilege. If the TAC wishes to engage its own professionals (other than counsel), the TAC shall submit to the Liquidating Trustee a written request for the engagement of such professional setting forth (a) the reasons why the TAC desires to employ such professional and (b) the basis upon which the TAC seeks advice independent of the Trust professionals to meet the need of the TAC for such expertise or advice. If the Liquidating Trustee does not approve the engagement and the TAC still desires to employ the professional, the dispute shall be resolved pursuant to Section 9.10 below. The Trust shall pay the fees and expenses of any counsel retained by the Delaware Trustee or the TAC and of any other TAC professional whose engagement is approved by the Liquidating Trustee.

6.9. Bond. The Liquidating Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

6.10 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The "Delaware Trustee" shall either be (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law and acts through one or more persons authorized to bind such entity. The initial Delaware Trustee shall be Wilmington Trust, National Association. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 6.10, it shall resign immediately in the manner and with the effect hereinafter specified in Section 6.10(d) below. For the avoidance of doubt, the Delaware Trustee will only have such rights and obligations as expressly provided by reference to the Delaware Trustee hereunder.

(b) Any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto except as necessary to comply with the Act or other applicable law.

(c) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities, of the Liquidating Trustee set forth herein. The Delaware Trustee shall be one of the trustees of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties, liabilities and obligations of the Delaware Trustee shall be limited to (i) accepting legal process served on the Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act; and there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. With the exception of the express duties set forth in this subparagraph (c), and the implied contractual covenant of good faith and fair dealing, all other duties of the Delaware Trustee, including fiduciary duties, are expressly eliminated. The Delaware Trustee shall have no liability to the Trust, to the Liquidating Trustee, to any beneficiary, or to any other person that is a party to or is otherwise bound by this Trust Agreement for breach of contract or breach of duties (including fiduciary duties), except for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. The Delaware Trustee shall not be liable for any acts or omissions, except for such losses, damages or expenses that have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Delaware Trustee's gross negligence or willful misconduct. The Delaware Trustee shall have no liability for the acts or omissions of the Liquidating Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its fraud, willful misconduct or gross negligence.

(d) The Delaware Trustee shall serve until such time as the Liquidating Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Liquidating Trustee in accordance with the terms of Section 6.10(e) below. The Delaware Trustee may resign at any time upon the giving of at least 30 days' advance written notice to the Liquidating Trustee; provided, that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Liquidating Trustee in accordance with Section 6.10(e) below. If the Liquidating Trustee does not act within such 30-day period, the Delaware Trustee may apply to the Court of Chancery of the State of Delaware, at the expense of the Trust, for the appointment of a successor Delaware Trustee.

(e) Upon the resignation or removal of the Delaware Trustee, the Liquidating Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Liquidating Trustee and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware

Trustee shall be discharged of its duties and obligations under this Trust Agreement. Any successor Delaware Trustee shall file an amendment to the Certificate of Trust as required by the Act. Notwithstanding anything to the contrary herein, if any amounts shall be due and owing to the Delaware Trustee hereunder and remain unpaid for more than 90 days, the Delaware Trustee shall be entitled to resign effective immediately by notice to the Liquidating Trustee; provided, that such resignation shall not relieve the Trust of any liability or obligation to the Delaware Trustee.

(f) The Delaware Trustee shall not be liable for the acts or omissions of the Trust, the Liquidating Trustee or any other person or entity, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties of the Liquidating Trustee or the Trust or of any other person or entity under this Trust Agreement or any related document.

(g) The Delaware Trustee shall not be personally liable for any error or judgment made by a responsible officer or other authorized officer of the Delaware Trustee in good faith.

(h) No provision of this Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its duties hereunder.

(i) Under no circumstance shall the Delaware Trustee, in its individual capacity or in its capacity as Delaware Trustee, or any member, partner, shareholder, director, officer, employee, agent, affiliate or advisor of the Delaware Trustee or their respective affiliates be personally liable for any representation, warranty, covenant, agreement, liability or indebtedness of the Trust, as all such representations, warranties, covenants, agreements, liabilities or indebtedness of the Trust are those of the Trust as an entity.

(j) The recitals contained herein shall not be taken as the statements of the Delaware Trustee, and the Delaware Trustee does not assume any responsibility for their correctness. The Delaware Trustee shall not be personally responsible for or in respect of, and the Delaware Trustee makes no representations as to, the title to, or value or condition of, the property of the Trust or any part thereof, including the Liquidating Trust Assets, nor as to the validity or sufficiency of this Trust Agreement or any related certificate, instrument or other document.

(k) The Delaware Trustee may conclusively rely and shall be fully protected, and shall incur no liability to anyone, in acting or refraining from acting in good faith and in reliance upon any signature, instrument, notice, resolution, request, instruction, direction, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of any governing body of any person as conclusive evidence that such resolution has been duly adopted by such person and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein or whenever the Delaware Trustee shall deem it desirable that a fact or matter be proved or established prior to taking, suffering or omitting any action hereunder (including, direction by the Liquidating Trustee with respect to such action), the Delaware Trustee may for all purposes hereof rely on a certificate, signed by any officer of the party delivering the certificate or, in the case of the Liquidating Trustee, signed by the Liquidating Trustee, as to such fact or matter, and such

certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon. The Delaware Trustee shall be entitled to request and receive written instructions from the Liquidating Trustee and shall not have liability for damages that may arise from any action taken by the Delaware Trustee in accordance with the written direction of Liquidating Trustee. The Delaware Trustee may, at the expense of the Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(l) In accepting and performing its duties hereunder the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the ALT Assets for payment or satisfaction thereof.

(m) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(n) The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the "CTA"), may require the Trust to file reports with the Financial Crimes Enforcement Network ("FinCEN") from time to time. It shall be the Liquidating Trustee's duty and not the Delaware Trustee's duty to cause the Trust to make such filings, as applicable, and to cause the Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Liquidating Trustee hereunder and that the Liquidating Trustee is and shall deemed to be a person with the power and authority to exercise substantial control over the Trust.

(o) The Delaware Trustee shall not be responsible or liable for punitive, exemplary, consequential, special, indirect, or incidental loss or damage of any kind (including but not limited to, loss of profit) or other damages for a breach of this Trust Agreement under any circumstances, irrespective of whether the Delaware Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. Nothing contained in this section or the Trust Agreement shall be read to protect the Delaware Trustee from actual damages for its own willful misconduct, gross negligence or fraud as set forth in Section 6.6 hereof.

ARTICLE VII

TRUST ADVISORY COMMITTEE

7.1. Initial Members of the TAC. The TAC shall consist of nine (9) members, who shall initially be the persons named on the signature pages hereof.

7.2. Duties. The members of the TAC shall serve in a fiduciary capacity, representing all of the holders of Talc Claims and Electing General Unsecured Claims for the purpose of protecting the rights of such persons.

7.3. Term of Office.

(a) Each member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 7.3(b) below, (iii) his or her removal pursuant to Section 7.3(c) below, or (iv) the termination of the Trust pursuant to Section 9.2 below.

(b) A member of the TAC may resign at any time by written notice to the other members of the TAC and the Liquidating Trustee. 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, a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member (such as repeated nonattendance of scheduled meetings), or for other good cause. Such removal shall be made at the recommendation of the other members of the TAC with the approval of the Liquidating Trustee.

7.4. Compensation and Expenses of the TAC. The members of the TAC shall not receive compensation or expense reimbursement from the Trust in connection with their services as TAC members.

7.5. Successor Members of the TAC.

(a) If, prior to the termination of service of a member of the TAC other than as a result of removal, the subject TAC member has designated in writing an individual to succeed him or her as a member of the TAC, such individual shall be his or her successor. If such member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service as contemplated above, such member's law firm may designate his or her successor. If (i) a member of the TAC did not designate an individual to succeed him or her prior to the termination of his or her service and such member's law firm does not designate his or her successor as contemplated above or (ii) he or she is removed pursuant to Section 7.3(c) above, his or her successor shall be appointed by the remaining members of the TAC or, if such members cannot agree on a successor, the Liquidating Trustee.

(b) Each successor member of the TAC shall serve until the earliest of (i) his or her death, (ii) his or her resignation pursuant to Section 7.3(b) above, (iii) his or her removal pursuant to Section 7.3(c) above, or (iv) the termination of the Trust pursuant to Section 9.2 below.

7.6 Procedures for Consultation with and Obtaining the Consent of the TAC

(a) Consultation Process

(i) In the event the Liquidating Trustee is required to consult with the TAC pursuant to Section 3.1(e) above or on other matters as provided herein, the Liquidating Trustee shall provide the TAC with written advance notice of the matter under consideration, and with all relevant information concerning the matter as is reasonably practicable under the circumstances. The Liquidating Trustee shall also provide the TAC with such reasonable access to the Trust's professionals and other experts retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Liquidating Trustee is considering such matter, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such matter with the Liquidating Trustees.

(ii) In determining when to take definitive action on any matter subject to the consultation procedures set forth in this Section 7.6(a), the Liquidating Trustee shall take into consideration the time required for the TAC, if its members so wish, to engage and consult with its own independent professionals as to such matter. In any event, the Liquidating Trustee shall not take definitive action on any such matter until at least thirty (30) days after providing the TAC with the initial written notice that such matter is under consideration by the Liquidating Trustee, unless such time period is waived by the TAC.

(b) Consent Process

(i) In the event the Liquidating Trustee is required to obtain the consent of the TAC pursuant to Section 3.1(f) above, the Liquidating Trustee shall provide the TAC with a written notice stating that the TAC's consent is being sought pursuant to that provision, describing in detail the nature and scope of the action the Liquidating Trustee proposes to take, and explaining in detail the reasons why the Liquidating Trustee desires to take such action. The Liquidating Trustee shall provide the TAC as much relevant additional information concerning the proposed action as is reasonably practicable under the circumstances. The Liquidating Trustee shall also provide the TAC with such reasonable access to the Trust's professionals and other experts retained by the Trust and its staff (if any) as the TAC may reasonably request during the time that the Liquidating Trustee is considering such action, and shall also provide the TAC the opportunity, at reasonable times and for reasonable periods of time, to discuss and comment on such action with the Liquidating Trustees.

(ii) The TAC must consider in good faith and in a timely fashion any request for its consent by the Liquidating Trustee, and must in any event advise the Liquidating Trustee in writing of its consent or its objection to the proposed action within thirty (30) days of receiving the original request for consent from the Liquidating Trustee, or within such additional time as the Liquidating Trustee and the TAC may agree. The TAC may not withhold its consent unreasonably. If the TAC decides to withhold its consent, it must explain in detail its objections to the proposed action. If the TAC does not advise the Liquidating Trustee in writing of its consent or its objections to the action within thirty (30) days of receiving notice regarding such request (or the additional time period agreed to by the Liquidating Trustee and the TAC), the TAC's consent to the proposed actions shall be deemed to have been affirmatively granted.

(iii) If, after following the procedures specified in this Section 75(b), the TAC continues to object to the proposed action and to withhold its consent to the proposed action, the Liquidating Trustee and the TAC shall resolve their dispute pursuant to Section 9.10 below. However, the burden of proof with respect to the validity of the TAC's objection and withholding of its consent shall be on the TAC.

ARTICLE VIII

MEDICARE REPORTING OBLIGATIONS

8.1. RRE Registration. The Trust shall register as a Responsible Reporting Entity (“RRE”) under the reporting provisions of Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (Pub. L. 110-173) (“MMSEA”) in order to fulfill any reporting requirements applicable to the funders of the Trust.

8.2. Reporting. The Trust, acting as the RRE, shall, at its sole expense, promptly register as a reporting agent, and timely submit all reports that are required under MMSEA on account of any reportable claims settled, resolved, paid, or otherwise liquidated by the Trust. The Trust, in its role as RRE and reporting agent, shall follow all guidance published by the Centers for Medicare & Medicaid Services of the United States Department of Health and Human Services and/or any other agent or successor entity charged with responsibility for monitoring, assessing, or receiving reports made under MMSEA (collectively, “CMS”) to determine whether or not, and, if so, how, to report to CMS pursuant to MMSEA.

8.3. Releases. The Liquidating Trustee shall obtain prior to remittance of funds to claimants' counsel or to the claimant, if pro se, in respect of any Talc Claim for which a release was not previously obtained by the Debtors, a certification from the claimant to be paid that said claimant has or will provide for the payment and/or resolution of any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), and any related rules, regulations, and guidance, in connection with, or relating to, such Talc Claim.

ARTICLE IX

GENERAL PROVISIONS

9.1. Irrevocability. The Trust is irrevocable, but is subject to amendment as provided in Section 9.3 hereof.

9.2. Dissolution and Termination.

(a) The Trust shall automatically dissolve ninety (90) days following the date on which the Liquidating Trustee, with the consent of the TAC, determines that, after taking into account the value of the Trust's assets, the Liquidating Trustee's and the TAC's expectations as to likely future recoveries with respect to Insurance Rights and Retained Causes of Action, the expenses necessary to pursue those recoveries, the expenses necessary to continue to operate the Trust, the expenses necessary to wind up the Trust's affairs, and the amounts owed to holders of approved Talc Claims and Allowed Electing General Unsecured Claims, the continued operation of the Trust

is uneconomic; provided, however, that the ALT Termination Date shall be no earlier than the GUC Administration Completion Date and (i) the date on which all Talc Claims that were submitted to the Trust with the required filing fee on or prior to the date that is one (1) year following the date the Trust makes available to Talc Claimants a proof of claim form and instructions for filing a Talc Claim with the Trust have been reviewed and, if approved, been afforded an opportunity to execute and return a properly executed release pursuant to the provisions of Section 3.2 of the Trust Distribution Procedures, (ii) all ALT Assets have been liquidated, and (iii) all Distributions from the Trust required to be made by the Liquidating Trustee under the Plan, this Trust Agreement, and the Trust Distribution Procedures have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court.

(b) Upon the ALT Termination Date, in accordance with the Plan and the Trust Distribution Procedures, (1) any Cash remaining in the ALT Operating Reserve shall be allocated to the TC Recovery Fund and the Special Electing GUC Recovery Fund in accordance with the applicable Available Cash Allocation Percentages and (2) any Cash remaining in the TC Recovery Fund and the Special Electing GUC Recovery Fund shall be distributed to holders of approved Talc Claims and Allowed Electing General Unsecured Claims, respectively. Notwithstanding the forgoing, in no event shall the Trust be dissolved later than five (5) years from the date the Trust is established unless the Bankruptcy Court, upon motion made within the six (6) month period before such fifth (5th) anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six (6) months before the end of the preceding extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Liquidating Trustee that any further extension would not adversely affect the status of the Trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the ALT Assets.

(c) For the purposes of winding up the affairs of the Trust upon its dissolution, the Liquidating Trustee shall continue to act as Liquidating Trustee until his or her duties have been fully discharged. After doing so, the Liquidating Trustee shall have no further duties or obligations hereunder, except as required by this Trust Agreement or applicable law concerning the termination of a statutory trust.

(d) Upon the completion of the winding up of the Trust's affairs following dissolution, a Certificate of Cancellation canceling the Certificate of Trust of the Trust shall be executed by the Liquidating Trustee and filed with the Delaware Secretary of State. Pursuant to § 3811(a)(3) of the Act, only the signature of the Liquidating Trustee shall be required on the Certificate of Cancellation. The Liquidating Trustee shall provide written notice of such filing to the Delaware Trustee promptly following such filing.

9.3. Amendments. The Liquidating Trustee, with the consent of the TAC, may modify, supplement or amend this Trust Agreement in any respect, with such modification, supplement or amendment to be evidenced in writing. Modifications, supplements or amendments to this Trust Agreement shall require the consent of the Delaware Trustee solely to the extent any such modification, supplement or amendment adversely affects the rights, duties, protections or obligations of the Delaware Trustee hereunder. No modification, supplement or amendment shall

be violative or inconsistent with the terms of the Plan. The Liquidating Trustee shall provide written notice to the Delaware Trustee of any modification, supplement or amendment to this Trust Agreement promptly following the adoption of such modification, supplement or amendment.

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

9.5. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, all of which, together, shall constitute one and the same instrument.

9.6. Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Debtors, the Trust, the Liquidating Trustee, and their respective successors and assigns, except that neither the Debtors, the Trust, nor the Liquidating Trustee may assign or otherwise transfer any of its, his or her rights or obligations under this Trust Agreement except, in case of the Liquidating Trustee, as contemplated by Section 6.2 hereof.

9.7. Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein, in the Plan, 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 available at law or in equity.

9.8. 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.

9.9. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, other than its conflicts of law provisions, including all matters of validity, construction and administration; provided, however, that there shall not be applicable to the Trust, the Liquidating Trustee, the Delaware Trustee, the TAC, or this Trust Agreement, any provisions of the laws (statutory or common) of the State of Delaware, other than the Act, pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof (i) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, (ii) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property, (iv) fees or other sums payable to trustees, officers, agents, or employees of a trust, (v) the allocation of receipts and expenditures to income and principal, (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding or investing trust assets, or (vii) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees.

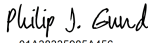
9.10. Dispute. Any disputes that arise under this Trust Agreement or under the Trust Distribution Procedures among the parties hereto shall be resolved by submission of the matter to an alternative dispute resolution (“**ADR**”) process mutually agreeable to the parties involved. Should any party to the ADR process be dissatisfied with the decision of the arbitrator(s), that party may apply to the Bankruptcy Court for a judicial determination of the matter. Any review conducted by the Bankruptcy Court shall be de novo. In any case, if the dispute arose pursuant to the consent provision set forth in Section 7.6(b) hereof, the burden of proof shall be on the TAC to show that the objection was valid. Should the dispute not be resolved by the ADR process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR prior to application to the Bankruptcy Court. If the Liquidating Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR process, the Liquidating Trustee shall have the discretion to elect out of the ADR process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court. Notwithstanding anything contained herein to the contrary: (i) to the extent that the Delaware Trustee is the sole party named in a dispute under this Trust Agreement, the dispute shall be adjudicated only by a court of competent jurisdiction; (ii) to the extent that the Delaware Trustee is named in a dispute with other parties but the action or inaction of the Delaware Trustee is not a key fact in dispute, then the ADR procedures set forth herein shall apply.

9.11. Enforcement and Administration. The provisions of this Trust Agreement and the Trust Distribution Procedures shall be enforced and administered by the Bankruptcy Court as set forth in the Plan.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their respective duly authorized representatives, this Trust Agreement as of the date set forth above.

DEBTORS:

**AIO US, INC.
AVON PRODUCTS, INC.
MI HOLDINGS, INC.
AVON CAPITAL CORPORATION
SURREY LEASING, LTD.
AVON AMERICAS, LTD.
AVON COMPONENT MANUFACTURING,
INC.
AVON COSMETICS DE, INC.
AVON HOLDINGS LLC
AVON-LOMALINDA, INC.
AVON NA HOLDINGS LLC
AVON OVERSEAS CAPITAL CORPORATION
AVON PACIFIC, INC.
AVON (WINDSOR) LIMITED
CALIFORNIA PERFUME COMPANY, INC.
MANILA MANUFACTURING COMPANY
RETIREMENT INNS OF AMERICA, INC.
SILPADA DESIGNS LLC
SURREY PRODUCTS, INC.
VIVA PANAMA HOLDINGS LLC**

By: ^{Signed by:} 
Name: Philip J. Gund
Title: Chief Restructuring Officer and
Treasurer

LIQUIDATING TRUSTEE:

Name: Melanie L. Cyganowski


IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their respective duly authorized representatives, this Trust Agreement as of the date set forth above.

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SILPADA DESIGNS LLC
SURREY PRODUCTS, INC.
VIVA PANAMA HOLDINGS LLC**

By: _____
Name: Philip J. Gund
Title: Chief Restructuring Officer and
Treasurer

LIQUIDATING TRUSTEE:



Name: Melanie L. Cyganowski

DELAWARE TRUSTEE:

Wilmington Trust, National Association, not in its individual capacity, but solely as Delaware Trustee

By: _____
Name: _____
Title: _____

TRUST ADVISORY COMMITTEE:



Name: Joseph W. Belluck

Name: Charles W. Branham, III

Name: Lisa Nathanson Busch

Name: Robert C. Griffith

Name: Leah C. Kagan

Name: George H. Kim

Name: Marcus E. Raichle Jr.

Name: Perry Weitz

DELAWARE TRUSTEE:

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DELAWARE TRUSTEE:

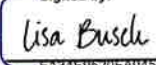
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Signed by:


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Name: Lisa Nathanson Busch

Name: Robert C. Griffith

Name: Leah C. Kagan

Name: George H. Kim

Name: Marcus E. Raichle Jr.

Signed by:


Name: Perry Weitz

Lauren E. Williams
Name: Lauren Williams

CREDITORS' COMMITTEE:

By: _____
Name: _____
Title _____

Name: Lauren Williams

CREDITORS' COMMITTEE:

Signed by:
By: Lisa Busch
Name: Lisa Busch
Title: Committee Co-Chair Counsel

EXHIBIT A

CERTIFICATE OF TRUST
OF THE
AVON LIQUIDATION TRUST

THIS Certificate of Trust of the Avon Liquidation Trust (the "Trust") is being duly executed and filed by the undersigned trustees to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code, § 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust formed hereby is Avon Liquidation Trust.
2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-1605 Attention: Corporate Trust Administration.
3. Effective Date. This Certificate of Trust shall be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.



Melanie L. Cyganowski, not in her individual capacity but solely as the Liquidating Trustee

Delaware Trustee:
Wilmington Trust, National Association, not in its individual capacity but solely as Delaware Trustee

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

Melanie L. Cyganowski, not in her individual capacity but solely as the Liquidating Trustee

Delaware Trustee:
Wilmington Trust, National Association, not in its individual capacity but solely as Delaware Trustee

By: Joseph M. Gribaudo
Name: Joseph M. Gribaudo
Title: Assistant Vice President