

**THIRD AMENDED AND COMPLETELY RESTATED  
J.T. THORPE SETTLEMENT TRUST BYLAWS**

**ARTICLE I - OFFICES**

SECTION 1. Principal Office. The initial principal office of the J.T. Thorpe Settlement Trust (the "Trust")<sup>1</sup> shall be in the County of Washoe, the State of Nevada, or at such other place as the Trustees, shall from time to time select.

SECTION 2. Other Offices. The Trust may have such other offices at such other places as the Trustees may from time to time determine to be necessary for the efficient and cost-effective administration of the Trust.

**ARTICLE II - TRUSTEES**

SECTION 1. Control of Property, Business and Affairs. The property, business and affairs of the Trust shall be managed by or under the direction of the Trustees, provided that certain decisions of the Trustees shall be subject to the consent of the Futures Representative and the TAC, as provided in the Trust Agreement to which these Bylaws are attached as Annex A.

SECTION 2. Number, Resignation and Removal. The number of Trustee(s) and the provisions governing the resignation and removal of a Trustee and the appointment of a successor Trustee shall be governed by the provisions of Article 4 of the Trust Agreement.

SECTION 3. Quorum and Manner of Acting. A majority of the Trustees shall constitute a quorum for the transaction of business. In the absence of a quorum, the Trustees present may adjourn the meeting from time to time until a quorum shall be present. The vote, at a meeting at which a quorum is present, of a majority of Trustees shall be an act of the Trustees.

SECTION 4. Regular Meetings. Regular meetings of the Trustees with the Futures Representative and TAC may be held at such time and place as shall from time to time be determined by the Trustees ("Trust Meeting"), provided that the Trustees shall meet at least four times a year, as close as practicable on a quarterly basis, pursuant to a schedule announced year, and provided further that all meetings shall be held in the State of Nevada or such other state (other than California) as may be selected by the Trustees. After there has been such determination, and a notice thereof has been once given to the Futures Representative and the TAC, regular Trust Meetings may be held without further notice being given.

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<sup>1</sup> Capitalized terms used herein shall be the meanings ascribed to them in the Glossary of Terms for the Plan Documents, attached as Exhibit I to the Plan, and such definitions are incorporated herein by reference. All capitalized terms not defined in the Glossary, but defined in the Bankruptcy Code or Rules, shall have the meanings ascribed to them by the Bankruptcy Code or Rules, and such definitions are incorporated herein by reference.

SECTION 5. Special Meeting Notice. Special Trust Meetings shall be held whenever called by one or more of the Trustees ("Special Trust Meeting"). Notice of each such Special Trust Meeting shall be delivered by overnight courier to each Trustee, the Futures Representative and the TAC, addressed to each such party at the place designated by such party for receipt of such notice, or, failing such designation, at such party's residence or usual place of business, at least three days before the date on which the meeting is to be held, or shall be sent to such party at such place by personal delivery or by telephone or telecopy not later than two days before the day on which such meeting is to be held. Such notice shall state the place, date and hour of the Special Trust Meeting and the purposes for which it is called. In lieu of the notice to be given as set forth above, a waiver thereof in writing, signed by the Futures Representative or the TAC, entitled to receive such notice, whether before or after the Special Trust Meeting, shall be deemed equivalent thereto for purposes of this Section 5. No notice or waiver by the Futures Representative or the TAC, with respect to any Special Trust Meeting shall be required if such person or entity shall be present at said meeting. The Futures Representative and the TAC shall be entitled to attend every Special Trust Meeting of the Trustees. All Special Trust Meetings shall be held in the State of Nevada or such other state (other than California) as may be selected by the Trustees.

SECTION 6. Action without a Meeting; Meeting by Conference Call. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if all Trustees, after notice to the Futures Representative and the TAC, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Trustees; provided that no such consents may be provided by a Trustee acting in the State of California.

The Trustees also may take action required or permitted to be taken at any meeting by means of conference telephone or similar communication equipment provided that all persons participating in the meeting can hear each other and provided that no Trustee shall participate in such a meeting from the State of California. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting

SECTION 7. Meeting of Trustees Only.

(a) The Trustees may meet outside the presence of the TAC and Futures Representative for the purpose of (i) formulating policies to be presented to the TAC and Futures Representative at a Regular or Special Meeting of the Trustees, TAC and Futures Representative or (ii) meeting with counsel to the Trust regarding Trust documents and the fiduciary duties of the Trustees.

(b) In addition, the Trustees may also meet outside the presence of the TAC and the Futures Representative when necessary for routine administration of the Trust, including personnel, financial, investment or claims matters arising in the course of managing the affairs of the Trust or under circumstances where the Trustees in their judgment conclude that it is a matter requiring prompt action before a regular or special meeting could be scheduled. In all such circumstances, the Trustees shall record, and make available to the TAC and Futures Representative, the minutes of any meeting held pursuant to this Section 7(b). At the request of the TAC or Futures Representative the subject of any meeting held pursuant to Section 7(b) shall be placed on the agenda for the next regularly scheduled or special Trust meeting.

### **ARTICLE III - OFFICERS**

**SECTION 1. Principal Officers.** The principal officer of the Trust shall be the Managing Trustee, as appointed pursuant to Section 4.1 of the Trust Agreement. The Trust may also have such other officers as the Trustees may appoint after determining that such appointment will promote the efficient and cost-effective administration of the Trust.

**SECTION 2. Election and Term of Office.** The principal officers of the Trust shall be chosen by the Trustees. Each such officer shall hold office until his or her successor shall have been duly chosen and qualified or until the earlier of his or her death, resignation, retirement or removal.

**SECTION 3. Subordinate Officers.** In addition to the principal officer enumerated in Section 1 of this Article III, the Trust may have such other subordinate officers, agents and employees as the Trustees may deem necessary for the efficient and cost-effective administration of the Trust, each of whom shall hold office for such period, have such authority, and perform such duties as the Trustee may from time to time determine. The Trustees may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

**SECTION 4. Removal.** The Managing Trustee or any other officer may be removed with or without cause, at any time, by resolution adopted by the Trustees at any regular Meeting of the Trustees or at any Special Meeting of the Trustees called for that purpose; provided, however, that the consent of the TAC and the Futures Representative shall be required for the removal of the Managing Trustee without cause.

**SECTION 5. Resignations.** Any officer may resign at any time by giving written notice to the Trustees. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. Powers and Duties.** The officers of the Trust shall have such powers and perform such duties as may be conferred upon or assigned to them by the Trustees.

### **ARTICLE IV - AMENDMENTS**

The Bylaws of the Trust, other than Article I, Article II, Article III Section 4, and this Article IV, and any provisions relating to the activities of the Trustees in California, may be amended by the Trustees at any Meeting of the Trustees, provided that notice of the proposed amendment is contained in the notice of such meeting. The remaining Bylaws may be amended by the Trustees only after receipt of the consent of the Approving Entities to the proposed amendment.

CERTIFICATION

The undersigned hereby certifies that he or she is the duly-selected and Bankruptcy Court-approved Trustee for the Trust and that the foregoing is a true and correct copy of the Third Amended and Completely Restated Bylaws of the Trust authorized by action of the Trust.

IN WITNESS WHEREOF, the undersigned Trustee set his or her hand this 20<sup>th</sup> day of February, 2014.

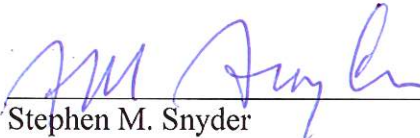
TRUSTEES:



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Sandra R. Hernandez, M.D.



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John F. Luikart



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Stephen M. Snyder