

**FIRST AMENDMENT TO THE  
DURO DYNE ASBESTOS PERSONAL INJURY  
TRUST DISTRIBUTION PROCEDURES**

The Duro Dyne Asbestos Personal Injury Trust Distribution Procedures (the “TDP”) are hereby amended by the Trustee of the Duro Dyne Asbestos Personal Injury Trust (the “Duro Dyne Trust”) as set forth herein by this First Amendment to the TDP (the “First Amendment to the TDP”), executed this 17 day of April 2023 (the “Execution Date”), but effective on the 60<sup>th</sup> day following the Execution Date as to all claims filed on or prior to the Execution Date, and effective immediately as to all other claims. Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Duro Dyne Asbestos Personal Injury Trust Agreement (the “Trust Agreement”) and/or TDP, as applicable.

RECITALS

- A. The Trust Agreement and TDP became effective on December 31, 2020, in accordance with that certain *Third Amended Prenegotiated Plan of Reorganization for Duro Dyne National Corp., et al., under Chapter 11 of the Bankruptcy Code, as Modified, dated June 6, 2019*.
- B. Section 8.1 of the TDP, in conjunction with Sections 5.7(b) and 6.6(b) of the Trust Agreement, authorizes the Trustee to amend the TDP in writing with consent of the Trust Advisory Committee (“TAC”) and the Future Claimants’ Representative (“FCR”).
- C. The TAC and FCR have consented to the amendments provided for in this First Amendment to the TDP, as evidenced by each of their respective counsel’s signature below.
- D. As evidenced by their counsel’s signatures below, pursuant to Section 8.1 of the TDP and Sections 5.7(b) and 6.6(b) of the Trust Agreement, the Trustee, with the consent of the TAC and the FCR, hereby amends Section 6.4 of the TDP as follows:

ADOPTION OF AMENDMENT

1. Section 6.4 of the TDP is hereby amended and replaced in its entirety by the following:

**“6.4 Filing Requirements and Fees.** Each claimant must submit a filing fee of \$50 to have an Asbestos Claim processed by the Asbestos Trust. The filing fee must be submitted with the claim. The claim will not be deemed to be filed with the Asbestos Trust unless the filing fee is remitted within 60 days of submitting the claim to the Asbestos Trust. The Asbestos Trust will not process a claim and no claim may be deferred unless and until the filing fee has been paid. If the filing fee is not received within 60 days of the

Asbestos Trust's receipt of the claim, the claim will be rejected, and the statute of limitations will not be considered to have been tolled by the submission of the claim.

Upon receipt of a claim without the filing fee, an administrative hold will be placed on the claim pending receipt of the filing fee. Once the claim filing fee is received, the administrative hold is released and the claim will be eligible to be processed. The fee shall be refunded in full to claimants who receive and accept payment of a settlement offer from the Asbestos Trust."

Subject to the modifications of the TDP provided for by this First Amendment to the TDP, the TDP is hereby ratified, affirmed and remains in full force and effect. In the event of any conflict between the provisions of this First Amendment to the TDP and those of the TDP, the terms and provisions of this First Amendment to the TDP shall control. This First Amendment to the TDP sets forth the entire agreement among the parties hereto relating to amending the TDP. There have been no additional oral or written representations or agreements.

In WITNESS WHEREOF, the Trustee, with the consent of the TAC and the FCR as provided in TDP Section 8.1 and Trust Agreement Sections 5.7(b) and 6.6(b), has executed this First Amendment to the TDP as of the date first above written. This First Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

**TRUSTEE:**

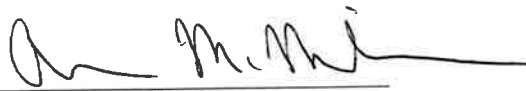


Hon. Alan B. Rich

**ACKNOWLEDGED AND AGREED TO BY:**

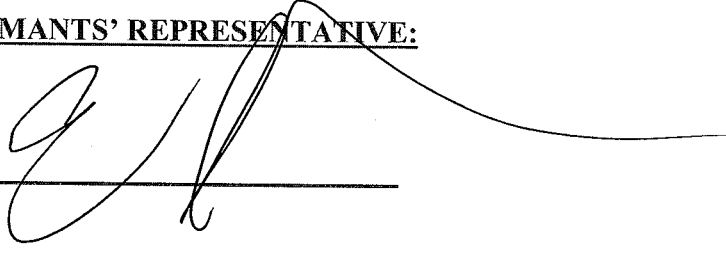
**TRUST ADVISORY COMMITTEE:**

By its counsel:  
Ann McMillan



**FUTURE CLAIMANTS' REPRESENTATIVE:**

By its counsel:  
Ed Harron

A handwritten signature in black ink, appearing to be 'Ed Harron', written over a horizontal line. The signature is stylized and extends to the right of the line.