

Second Amended Section 4.3 of the First Amended and Restated United States Mineral Company Asbestos Personal Injury Settlement Trust Distribution Procedures

Amended Section 4.3 of the First Amended and Restated United States Mineral Company Asbestos Personal Injury Settlement Trust Distribution Procedures effective December 20, 2020 is superseded in its entirety by the following:

4.3 Proposed Change in the Payment Percentage. Except as otherwise provided in this Section 4.3, if a re-determination of the Payment Percentage has been proposed in writing by the Trustees to the TAC and the Legal Representative, but has not yet been adopted, the claimant shall receive the lower of the current Payment Percentage or the proposed Payment Percentage. If the proposed Payment Percentage was the lower amount but was not subsequently adopted, the claimant shall thereafter receive the difference between the lower proposed amount and the higher current amount. If the proposed Payment Percentage was the higher amount and was subsequently adopted, the claimant shall thereafter receive the difference between the lower current amount and the higher adopted amount.

If the Trustees propose to change the Payment Percentage to a specific lower payment percentage, they shall give written notice of their intent to propose the lower Payment Percentage to the TAC, the LR and all claimants, or if a claimant is represented by counsel, to the claimant's counsel (the "Proposed Payment Percentage.") at least forty-five days prior to lowering the Payment Percentage. All claimants who have an outstanding settlement offer shall receive the then current Payment Percentage if they submit a properly executed release prior to or within forty five days after the date of the Notice of Proposed Payment Percentage. A claimant who received the release fewer than 15 days before the effective date of the Proposed Payment Percentage change shall receive the then current Payment Percentage if a properly executed release is submitted by the claimant prior to or within forty five days after the earlier of the receipt of the release by the claimant or his or her counsel. Except for claimants involving a deceased or incompetent claimant for which approval of the Trust's settlement offer by a court or through a probate process is required, all other claimants including those to whom an offer of payment is outstanding will receive the lower Payment Percentage if adopted by the Trust.

Where a claimant is deceased or incompetent, and the settlement and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to the acceptance of the claim by the claimant's representative, an offer made by the PI Trust on the claim shall remain open so long as proceedings before the court or in that probate process have been commenced within one year of the date of the offer and remain pending, provided that the Trust has been furnished with evidence that the settlement offer has been submitted to such court or is in the probate process for approval. Upon written request and good cause, the Trust may extend this period for an additional six months. If the offer is ultimately approved by the court or through the probate process and accepted by the claimant's representative, the Trust shall pay the

claim in the amount so offered, multiplied by the Payment Percentage in effect at the time the offer was first made. If the claim submitted by an incompetent person or deceased person's representative, or a claim was submitted by a person who became incompetent or deceased, lapses, is withdrawn or deemed withdrawn, and is subsequently refiled, it shall be paid at the Payment Percentage then in effect.

Notice will be given electronically to all claimants or their counsel for whom an electronic address is in the possession of the Trust's claims processor and otherwise by U.S. mail, first class postage pre-paid. Submission of a properly executed release shall be timely if submitted electronically on the date uploaded to the claim file with the claims processor; or if by mail, if received postmarked by the U.S. Mail within the forty five day period provided; if by another means of delivery, on the date actually delivered to the Trust's claims processor at its regular place of business.

This Consent and Approval may be executed in any number of counterparts and by different parties on separate counterparts (including by facsimile or portable document format (pdf), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one true and complete document.

This amendment shall be deemed adopted and effective as of April 21, 2021.