

**To: All Counsel Representing Claimants Who Have Filed Claims with the United States Mineral Company Asbestos Settlement Trust ( the “Trust)**

**Re: Second Amendments to TDP Section 5.1(c) Regarding Aged Decedent and Incompetent Claims (the “Amendment”)**

The Trustees of the Trust have adopted an amendment to TDP Section 5.1 ( c) regarding Aged Decedent or Incompetent Claims that fixes a deadline to submit outstanding releases issued prior to January 1, 2020 or such claim will be deemed withdrawn. An Aged Decedent or Incompetent Claim is defined as a claim on behalf of a deceased or incompetent claimant with respect to whom an offer of settlement was issued prior to January 1, 2020 and whose representative has not returned an executed release.

The following documents are enclosed to each law firm and pro se claimants:

1. Notice to Claimants of Procedures Applicable to Deceased and Incompetent Claimants
2. Consent and Adoption of Amendment to TDP Section 5.1 ( c ) Regarding Aged Decedent or Incompetent Claims
3. Schedule 1
4. Certification

If the Schedule 1 sent to you by Verus is blank, then it means Verus does not have any Aged Decedent or Incompetent Claims filed by your law firm or by a pro se claimant and you do not need to take any further action with respect to the Amendment.

If the Schedule 1 sent to you by Verus lists one or more Aged Decedent or Incompetent Claims filed by your law firm or by a pro se claimant, then you must follow the requirements of the enclosed Amendment and the failure to do so with respect to any Aged Decedent or Incompetent Claim will result in that Aged Decedent or Incompetent Claim being deemed withdrawn.

Pursuant to TDP Section 6.8, a claimant whose claim is deemed withdrawn may file another claim at a later date because the withdrawal does not affect the status of the claim for statute of limitations purposes.

Date: July 26, 2023

If you have any questions, you can contact:

**VERUS LLC CONTACT INFORMATION**

**Phone: 609-466-0427 x1033**

**Mailing Address: 3967 Princeton Pike, Princeton, N.J. 08540**

**Electronic: support@verusllc.com**

UNITED STATES MINERAL COMPANY  
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST

NOTICE TO CLAIMANTS OF  
PROCEDURES APPLICABLE TO DECEASED AND INCOMPETENT CLAIMANTS

PLEASE TAKE NOTICE, that pursuant to Section 5.1 (c) of the Trust Distribution Procedures (“TDP”) (“Payment of Claims”) this is the Trustees’ notice to all claimants that the Trustees have adopted a Second Amended Section 5.1 (c) applicable to claims filed on behalf of deceased or incompetent claimants or other persons for whom a representative has been appointed if an offer of payment was made by the United States Mineral Company Asbestos Settlement Trust on or before January 1, 2020 and no executed release accepting the offer of settlement has been returned.

A copy of Second Amended Section 5.1 (c) of the TDP is enclosed. Please note the following:

1. It applies to Executors, Administrators, Guardians and Other Representatives of deceased or incompetent claimants.
2. The certification required under Second Amended TDP Section 5.1 (c) must be submitted to Verus LLC by no later than January 1, 2024 or the claim of such claimant will be deemed withdrawn.
3. Second Amended TDP Section 5.1 (c) sets forth other requirements that if not complied with will result in a claim being deemed withdrawn.

Counsel and pro se claimants to which the Second Amended TDP Section 5.1 (c) applies are advised to read the Second Amended TDP Section 5.1 (c) and comply with its requirements.

Enclosed with this Notice are Schedule 1 and the required certification referenced in Second Amended TDP Section 5.1 (c) for each applicable law firm and pro se claimant. Please review them carefully.

Date of Notice: July 26, 2023

VERUS LLC CONTACT INFORMATION

Phone: 609-466-0427 x1033

Mailing Address: 3967 Princeton Pike, Princeton, N.J. 08540

Electronic: support@verusllc.com

Consent and Adoption of Second Amendments to TDP Section 5.1(c) Regarding Aged Decedent and Incompetent Claims

Section 5.1(c) of the First Amended and Restated United States Mineral Company Asbestos Personal Injury Settlement Trust Distribution Procedures effective April 21, 2021 is superseded in its entirety by this Second Amended Section 5.1(c) of the First Amended and Restated United States Mineral Company Asbestos Personal Injury Settlement Trust Distribution Procedures (the “TDP”).

**5.1(c)(i) Payment of Claims.** Trust Claims that have been liquidated by the review process as provided in TDP Section 5.3(a)–(b), by alternative dispute resolution procedures as provided in TDP Section 5.10, and by litigation in the tort system as provided in TDP Section 5.11 shall be paid in FIFO order based on the date liquidation became final (the “FIFO Payment Queue”). The timing of payments is subject to the Maximum Available Payment restriction of TDP Sections 2.4 and 2.5, and the Trust shall pay a claim in the amount offered multiplied by the payment percentage in effect when the Trust makes the payment except as otherwise provided herein.

If any claims are liquidated on the same date, the claimant’s position in the FIFO Payment Queue shall be determined by the date of the diagnosis of the claimant’s asbestos-related disease. If any claims are liquidated on the same date and the respective claimants’ asbestos-related diseases were diagnosed on the same date, the position of those claimants in the FIFO Payment Queue shall be determined by the dates of the claimants’ birth, with older claimants given priority over younger claimants.

**5.1(c)(ii) Accommodation for Guardians, Executors, and Other Representatives.** Under TDP Section 6.8, Withdrawal or Deferral of Claims, the claim of a living claimant is automatically withdrawn if an offer from the Trust is not accepted or rejected within six months of the issuance of the offer.

If the claimant is deceased or incompetent and under otherwise applicable state law the claimant’s representative must obtain approval of the Trust’s offer by a probate court, other court of competent jurisdiction, or through a probate process prior to acceptance of the payment by the claimant’s representative, then an offer made by the Trust shall remain open for as long as those approval proceedings are still pending if (1) the approval proceedings were commenced within one year of the date of the offer and remain pending, and (2) the Trust has been furnished with evidence that the offer was submitted to the approval process within the one-year period. Upon written request and good cause, the Trust may extend this one-year period to commence proceedings for an additional six months.

If the Trust’s offer is approved by the probate court or through the probate process, the claim shall be deemed withdrawn unless within 6 months of approval of the offer the claimant’s representative accepts the offer by filing a release or other affirmative act of acceptance.

The Trust shall pay the claim in the amount offered, multiplied by the Payment Percentage in effect at the time the offer was first made. The timing of payments is subject to the Maximum Available Payment restriction of TDP Sections 2.4 and 2.5.

**5.1(c)(iii) Automatic Withdrawal of Certain Aged Decedent or Incompetent Claims.** Aged Decedent or Incompetent Claims are those claims filed either on behalf of deceased or incompetent claimants or by claimants who died or became incompetent subsequent to filing of claims for which the Trust prior to January 1, 2020 issued offers that have not been accepted by the filing of a release or otherwise.

If under otherwise applicable state law, acceptance of the Trust's offer must be approved by a probate court, other court of competent jurisdiction, or through a probate process prior to acceptance of the payment, counsel for claimants or representatives of claimants who have filed an Aged Decedent or Incompetent Claim shall submit a certification to the Trust in the form annexed as Exhibit 1 certifying whether as of the date of execution of the certification a legal proceeding is pending before that court or in that probate process for approval of the offer and whether the proceeding has been withdrawn, denied, rejected or approved.

Not later than January 1, 2024, (the "Grace Period") counsel for claimants and representatives of claimants, shall submit a certification to the Trust in the form annexed as Exhibit 1 certifying that as of the date of execution of the certification a legal proceeding is pending before that court or in that probate process for approval of the offer and has not been withdrawn, denied, rejected or approved. Any pending Aged Decedent or Incompetent Claim not timely certified shall be deemed withdrawn.

**5.1(c)(iv) Implementation of Amended Section 5(c)(iii).** Notice of this amendment shall be given to the following:

- (a) all law firms that have submitted a claim to the Trust (if a law firm has filed claims with the Trust that fall within the definition of Aged Decedent or Incompetent Claims, the law firm will also receive a Schedule 1 prepared by Verus LLC, the Trust's claims processor, listing all Aged Decedent or Incompetent Claims filed with the Trust by the law firm as recorded in the claims data maintained by Verus LLC); and
- (b) representatives of claimants who submitted Aged Decedent or Incompetent Claims who are not represented by legal counsel.

The certification must be executed by a member of the law firm, by an employee of the law firm authorized to prepare and file the certification, or by the claimant's representative. The Schedule to be attached to the certification will be prepared by Verus LLC, the Trust's claims processor.

A certification or schedule that is filed before the end of the Grace Period may be supplemented or amended by correction, addition, removal, or otherwise on or before January 31, 2024 (30 days following expiration of the Grace Period).

Aged Decedent or Incompetent Claims not included on a certification provided to the Trust on or prior to the end of the Grace Period will be deemed withdrawn.

If an Aged Decedent or Incompetent Claim is entitled to payment, the Trust shall pay the claim the amount offered multiplied by the payment percentage in effect at the time the offer was first made by the Trust.

This Consent and Adoption 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.

Second Amended Section 5.1(c) of the TDP shall be deemed adopted and effective as of July 26, 2023.

Approved	Consented to	Consented To
Trustees	Trust Advisory Committee	Legal Representative of Future Claimants
/s/Richard Lippe _____	/s/ Lisa Busch _____	/s/ Walter Taggart _____
Richard A. Lippe	Lisa Busch	Walter Taggart
/s/Michael Temin _____	/s/Carol Hastings _____	
Michael L. Temin	Carol A. Hastings	
/s/Archie Dykes _____		
Archie Dykes		

**SCHEDULE 1** to USM PI Trust TDP Section 5.1(c)(iii) Certification

Pursuant to Second Amended Section 5.1(c)(iii) of the United States Mineral Company Asbestos  
Personal Injury Settlement Trust Distribution Procedures Effective July 26, 2023

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**1. USM TRUST**

Judicially Appointed Representative's Name

Law Firm's Name

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**2. USM TRUST**

Claimant's Name

USM Trust Claim Number

Law Firm Filer Name

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**3. USM TRUST**

If deceased, claimant's date of death

State of Residence

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**4. USM TRUST**

Guardians, Executors and/or Other Representatives (as applicable) actively proceeding in probate court,  
other court with jurisdiction, or other probate process for approval of acceptance of the Trust's Offer

Yes \_\_\_\_\_

No \_\_\_\_\_

Certification Pursuant to Second Amended Section 5.1(c)(iii) of the United States  
Mineral Company Asbestos Personal Injury Settlement Trust  
Distribution Procedures Effective July 26, 2023

I, \_\_\_\_\_ (print full name), certify on behalf of  
\_\_\_\_\_ (print name of law firm) (the “Law Firm”) that  
I am (select one) :

\_\_\_\_\_ a member of the Law Firm

\_\_\_\_\_ employed by the Law Firm and authorized by \_\_\_\_\_ to execute  
this Certification

The Law Firm serves as counsel to judicially appointed claimants’ representatives and claimants who have filed claims with the United States Mineral Company Asbestos Personal Injury Settlement Trust (the “Trust”). I have compared the Law Firm’s records to the claimant information on Schedule 1 of Aged Decedent or Incompetent Claims (as defined in Section 5.1(c)(iii) of the Trust Distribution Procedures) that was prepared by Verus LLC. I am authorized to execute this Certification of approval of Schedule 1.

1. The Law Firm has represented the judicially appointed representatives of persons who are deceased or incompetent claimants and who received settlement offers from the Trust prior to January 1, 2020 as set forth on Schedule 1. The Law Firm continues to represent such judicially appointed representatives unless noted on Schedule 1.

2. As of the date hereof, the Law Firm has filed or otherwise submitted appropriate legal pleadings, motions or other legal documents to obtain approval by a court of competent jurisdiction or through a probate process (“Legal Proceeding”) of the judicially appointed representative’s acceptance of the Trust’s offer. There is now pending a Legal Proceeding for approval to accept the Trust’s offer of payment on behalf of each and every judicial appointee that the Law Firm represents who holds an Aged Decedent or Incompetent Claim as identified on Schedule 1 as having a pending Legal Proceeding.

3. No Legal Proceeding for a client identified on Schedule 1 as having a pending Legal Proceeding has been withdrawn, denied, dismissed, rejected or approved.

4. The Law Firm acknowledges it has been advised that judicially appointed representatives or other clients holding Aged Decedent or Incompetent Claims that are not identified on Schedule 1 as the subject of a pending Legal Proceeding shall be deemed withdrawn.

5. If the Law Firm commences a Legal Proceeding for a client listed on Schedule 1 for

whom a Legal Proceeding is not currently pending between the date hereof and January 31, 2024, the Law Firm shall provide the Trust with a supplement to this Certification identifying such client as a claimant with a pending Legal Proceeding for approval to accept the Trust offer of payment.

\_\_\_\_\_  
\_\_\_ Member of the Law Firm  
\_\_\_ Employee of the Law Firm  
(select one)

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.