

**SECOND AMENDMENT  
TO THE AMENDED AND RESTATED WRG ASBESTOS PI  
TRUST DISTRIBUTION PROCEDURES**

**May 31, 2024**

This Second Amendment to the Amended and Restated WRG Asbestos PI Trust Distribution Procedures, revised September 26, 2019 (as amended, modified or supplemented from time to time prior to the date hereof, the “**TDP**”) is made as of the date first set forth above by the Trustees of the WRG Asbestos PI Trust (the “**PI Trust**”) in accordance with the Amended and Restated Asbestos PI Trust Agreement dated as of May 12, 2014 (as amended, modified or supplemented from time to time prior to the date hereof, the “**PI Trust Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the PI Trust Agreement.

**R E C I T A L S :**

WHEREAS, the TDP has been adopted pursuant to the PI Trust Agreement and is designed to provide fair, equitable, and substantially similar treatment for all PI Trust Claims that may presently exist or may arise in the future in substantially the same manner;

WHEREAS, the Trustees of the PI Trust shall administer the TDP in accordance with the PI Trust Agreement;

WHEREAS, pursuant to Section 7.3 of the PI Trust Agreement and Section 8.1 of the TDP, the Trustees of the PI Trust, with the consent of the PI Trust Advisory Committee and the Future Claimants’ Representative, wish to amend Section 7.5 of the TDP; and

WHEREAS, except as expressly set forth in this Second Amendment, the TDP shall remain in full force and effect.

NOW, THEREFORE, having obtained the written consent of the PI Trust Advisory Committee and the Future Claimants’ Representative, as evidenced by the Written Consent attached hereto and made a part hereof, the Trustees hereby amend Section 7.5 of the TDP as reflected below:<sup>1</sup>

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<sup>1</sup> The amendment deletes the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and inserts the underlined text (indicated textually in the same manner as the following example: underlined text).

## 7.5 Sequencing Adjustment on Unliquidated PI Trust Claims.

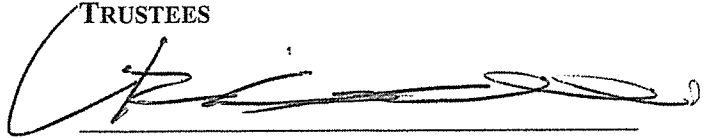
**7.5(a) ~~In-General~~Eligibility for Payment.** Except for ~~any~~PI Trust Claims involving Other Asbestos Disease (Disease Level I – Cash Discount Payment) and subject to the limitations set forth below, a sequencing adjustment shall be paid on all PI Trust Claims with respect to which ~~the~~a claimant has had to wait ~~a~~one (1) year or more for payment following the submission to the PI Trust of all documents and information necessary for the PI Trust to approve the PI Trust Claim for payment; provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of six (6) years. The sequencing adjustment factor shall be ~~five-one~~ percent (51%) ~~per annum for each of the first five (5) years after the Effective Date; thereafter,~~ theThe PI Trust shall have the discretion to change the sequencing adjustment factor with the consent of the TAC and the Futures Representative.

**7.5(b) ~~Unliquidated PI Trust Claims~~Method of Calculation.** A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated PI Trust Claim that meets the requirements of Disease Levels II–V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by arbitration. No sequencing adjustment shall be paid on any claim involving Disease Level I or on any claim liquidated in the tort system pursuant to Section 5.11 above and Section 7.6 below. The sequencing adjustment on an unliquidated PI Trust Claim that meets the requirements of Disease Level VI shall be based on the Average Value of such a claim. Sequencing adjustments on all such unliquidated claims shall be measured from the date of payment back to ~~the earliest of~~ the date that is one (1) year after the date on which ~~(a) the claim was filed against Grace prior to the Petition Date; (b) the claim was filed against another defendant in the tort system on or after the Petition Date but before the Effective Date; provided, however, that if a claimant was barred from pursuing other defendants in the tort system by the terms of a preliminary injunction or other stay entered by the Court in the Grace bankruptcy proceedings and such claimant files an asbestos claim against another defendant in the tort system within one year after such preliminary injunction or other stay is lifted, the claimant shall be deemed to have filed the asbestos claim against the other defendant on the date the preliminary injunction or other stay was first entered; (c) the claim was filed with the Bankruptcy Court during the pendency of the Chapter 11 proceeding; or (d) the claim was filed with the PI Trust after the Effective Date~~the claimant submitted all documents and information necessary for the PI Trust to approve the PI Trust Claim for payment; provided, however, that any time periods with respect to which the PI Trust was waiting for the claimant to take an action shall be subtracted out of the time period calculation.

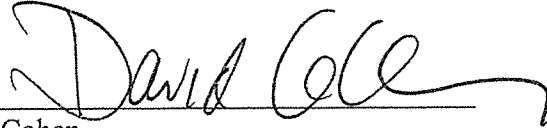
**7.5(c) ~~Liquidated Pre-Petition Claims.~~** A sequencing adjustment shall also be payable on the liquidated value of all ~~Pre-Petition Liquidated Claims~~ described in Section 5.2(a) above. In the case of ~~Pre-Petition Liquidated Claims~~ liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the date that the verdict or judgment was entered; provided, however, that in no event shall the sequencing adjustment be measured from a date prior to the Petition Date if the liquidated value of the ~~Pre-Petition Liquidated Claim~~ includes pre-petition interest. In the case of ~~Pre-Petition Liquidated Claims~~ liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the Petition Date.

IN WITNESS WHEREOF, this Second Amendment to the TDP is hereby adopted.

**TRUSTEES**



Lewis R. Sifford



David Cohen



Scott Miller


**WRITTEN CONSENT**

WHEREAS, pursuant to Section 7.3 of the PI Trust Agreement and Section 8.1 of the TDP, the PI Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Section 7.5 of the TDP as proposed by the Trustees in the foregoing Second Amendment to the TDP; and

WHEREAS, the PI Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6 (b)(i) of the PI Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first set forth in the foregoing Second Amendment to the TDP.

**TRUST ADVISORY COMMITTEE**



\_\_\_\_\_  
John A. Baden, IV

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Russell W. Budd

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Robert J. Cooney, Jr.

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Steven Kazan

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Perry Weitz

**FUTURE CLAIMANTS' REPRESENTATIVE**

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Roger Frankel

**WRITTEN CONSENT**

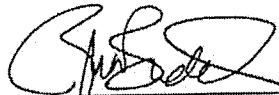
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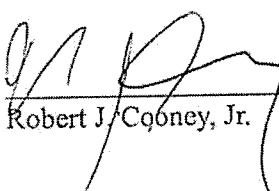
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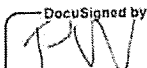
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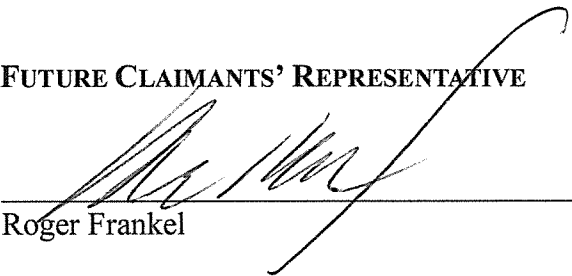
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