

**FIFTH AMENDMENT TO THE
MAREMONT ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES**

THIS AMENDMENT TO THE MAREMONT ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES (the “TDP”) is made by the Trustee of the Maremont Asbestos Personal Injury Trust (the “Trust”) pursuant to Section 9.1 of the TDP, effective March 31, 2021. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Maremont Asbestos Personal Injury Trust Agreement (the “Trust Agreement”) or the TDP.

RECITALS:

1. The Maremont Asbestos Personal Injury Trust Distribution Procedures became effective on July 9, 2019, pursuant to the Modified Joint Prepackaged Plan of Reorganization of Maremont Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Plan”).

2. Pursuant to Section 9.1 of the TDP, the Trustee may amend, modify, delete, or add to any provisions of the TDP, provided the Trustee first obtains the consent of the Asbestos Personal Injury Trust Advisory Committee (“TAC”) and the Future Claimants’ Representative (“FCR”) pursuant to the consent process set forth in Sections 5.7(b) and 6.6(b) of the Trust Agreement. The TAC or the FCR may propose to the Trustee, in writing, amendments to the TDP.

3. The 5th sentence of Section 2.4 of the TDP, as amended, provides that “All approved Shade Tree Mechanic Claims shall be paid at the end of each year and shall be paid the lesser of the pro rata share of the Shade Tree Maximum Annual Payment or the liquidated values established by the Asbestos Trust, subject to the Payment Percentage (‘Distribution Value’); provided, however, that all Shade Tree Mechanic Claims filed in calendar year 2020 that are determined by the Asbestos Trust to qualify as approved Shade Tree Mechanic Claims on or before March 31, 2021, shall be paid as promptly as possible thereafter and shall be paid the lesser of the pro rata share of the 2020 Shade Tree Maximum Annual Payment or the liquidated values established by the Asbestos Trust for 2020, subject to the Payment Percentage.”

4. By email from his counsel dated March 26, 2021, the FCR requested a thirty (30) day extension of the March 31, 2021 date in Section 2.4 of the TDP to permit the FCR to consider the TAC’s proposed amendment to the TDP regarding Shade Tree Mechanic Claims. The Trustee agreed to the FCR’s requested extension.

5. As evidenced by their counsels’ signatures below, pursuant to Section 9.1 of the TDP, the Trustee, with the consent of the TAC and the FCR, amends Section 2.4 of the TDP as set forth herein.

ADOPTION OF AMENDMENT:

NOW, THEREFORE, Section 2.4 of the TDP is hereby amended by striking the 5th sentence thereof and substituting the following sentence:

All approved Shade Tree Mechanic Claims shall be paid at the end of each year and shall be paid the lesser of the pro rata share of the Shade Tree Maximum Annual Payment or the liquidated values established by the Asbestos Trust, subject to the Payment Percentage (“Distribution Value”); provided, however, that all Shade Tree Mechanic Claims filed in calendar year 2020 that are determined by the Asbestos Trust to qualify as approved Shade Tree Mechanic Claims on or before April 30, 2021, shall be paid as promptly as possible thereafter and shall be paid the lesser of the pro rata share of the 2020 Shade Tree Maximum Annual Payment or the liquidated values established by the Asbestos Trust for 2020, subject to the Payment Percentage.

IN WITNESS WHEREOF, the Trustee, with the consent of the TAC and the FCR as provided in the Trust Agreement, has executed this Amendment to the TDP effective as of the date first above written. This 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:



Alan B. Rich

TRUST ADVISORY COMMITTEE:



By its counsel:

Natalie D. Ramsey,
Robinson & Cole, LLP

FUTURE CLAIMANTS' REPRESENTATIVE:



By his counsel:

Edwin J. Harron,
Young Conaway Stargatt
& Taylor, LLP