

**FOURTH AMENDMENT TO THE ABB LUMMUS GLOBAL INC. 524(g)  
ASBESTOS PI TRUST DISTRIBUTION PROCEDURES**

THIS FOURTH AMENDMENT TO THE ABB LUMMUS GLOBAL INC. 524(g) ASBESTOS PI TRUST DISTRIBUTION PROCEDURES ("Lummus TDP") is made by the Trustee of the ABB Lummus Global Inc. 524(g) Asbestos PI Trust (the "Trust") pursuant to Section 8.1 of the Lummus TDP, effective July 31, 2017.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Lummus TDP.

1. The Lummus TDP became effective on August 31, 2006.
2. The Trustee, with the consent of the TAC and the Lummus FCR, adopted that certain First Amendment to the Lummus TDP, which became effective June 8, 2007, that certain Second Amendment to the Lummus TDP, which became effective September 10, 2008, and that certain Third Amendment to the Lummus TDP, which became effective April 15, 2011.
3. Pursuant to Section 8.1 of the Lummus TDP, the Trustee of the Trust may amend or add to any provisions of the Lummus TDP provided the Trustee first obtains the consent of the TAC and the Lummus FCR pursuant to the consent process set forth in the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Agreement.
4. By email dated April 10, 2017, the TAC proposed an amendment to the Lummus TDP to provide for the suspension of the enforcement of the Claims Payment Ratio subject to the right of the Lummus FCR, a member of the TAC, or the Trustee to reinstate the Claims Payment Ratio.
5. As evidenced by the signatures below, pursuant to Section 8.1 of the Lummus TDP, the Trustee, with the consent of the TAC and the Lummus FCR, amends Section 2.5 of the Lummus TDP as set forth herein.

**ADOPTION OF AMENDMENT:**

NOW, THEREFORE, the Lummus TDP is hereby amended as follows:

The following two paragraphs shall be added to the end of Section 2.5, "Claims Payment Ratio":

Notwithstanding any other provision herein, commencing in calendar year 2017, the Lummus Asbestos PI Trust shall cease enforcing the Claims Payment Ratio provisions in this Lummus TDP subject to the ability of the Trustee, any member of the TAC or the Lummus FCR to reinstate the enforcement of the provisions in the manner provided below. During the time when the Lummus Asbestos PI Trust is not enforcing the


Claims Payment Ratio, it shall continue to track and maintain records regarding the funds allocated to Category A and to Category B and the payment and approval of claims with respect thereto.

Within thirty (30) days following the end of each calendar year during which the Lummus Asbestos PI Trust is not enforcing the Claims Payment Ratio, the Lummus Asbestos PI Trust shall provide to the TAC and the Lummus FCR a report showing (a) the amount of the Maximum Annual Payment allocated to Category A and to Category B for the prior year, (b) the amounts paid with respect to claims during such year that would have been subject to the Claims Payment Ratio in each Category and (c) the amounts approved for payment (but not yet paid) as of December 31 of such year with respect to claims that would have been subject to the Claims Payment Ratio in each Category. Each member of the TAC and the Lummus FCR shall then have fifteen (15) days from his or her date of receipt of the report to notify the Lummus Asbestos PI Trust that he or she is exercising his or her right to have the Lummus Asbestos PI Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Trustee shall have fifteen (15) days from the date the Lummus Asbestos PI Trust sends the report to the TAC and the Lummus FCR to exercise his or her right to reinstate the enforcement of the Claims Payment Ratio effective as of January 1 of the then current calendar year. If the Trustee exercises his or her right or if the Lummus Asbestos PI Trust receives a reinstatement notice from any TAC member or the Lummus FCR, the Lummus Asbestos PI Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of this Lummus TDP relating to the Claims Payment Ratio shall be in effect, but any deficits from the prior year in either Category shall be ignored and any roll-over amounts shall be allocated between the two Categories based upon the 80%/20% Claims Payment Ratio.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Trustee, with the consent of the TAC and the Lummus FCR as provided in the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Agreement, has executed this Fourth Amendment to the TDP effective as of the date first above written. This Fourth 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. Dean M. Trafelet, Ret.

TRUST ADVISORY COMMITTEE:

By its counsel: \_\_\_\_\_

Joseph D. Frank,  
FrankGecker, LLP

LUMMUS FUTURE CLAIMANTS'  
REPRESENTATIVE:

By his counsel: \_\_\_\_\_

John F. Higgins,  
Porter Hedges LLP

IN WITNESS WHEREOF, the Trustee, with the consent of the TAC and the Lummus FCR as provided in the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Agreement, has executed this Fourth Amendment to the TDP effective as of the date first above written. This Fourth 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. Dean M. Trafelet, Ret.

TRUST ADVISORY COMMITTEE:

By its counsel: Joseph D. Frank  
Joseph D. Frank, 7/28/17  
FrankGecker, LLP

LUMMUS FUTURE CLAIMANTS’  
REPRESENTATIVE:

By his counsel: \_\_\_\_\_  
John F. Higgins,  
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IN WITNESS WHEREOF, the Trustee, with the consent of the TAC and the Lummus FCR as provided in the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Agreement, has executed this Fourth Amendment to the TDP effective as of the date first above written. This Fourth 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.

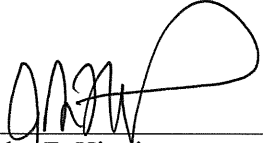
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\_\_\_\_\_  
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