

**SECOND AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C.
FIRST AMENDED ASBESTOS PERSONAL INJURY
TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011)**

THIS SECOND AMENDMENT TO THE T H AGRICULTURE & NUTRITION, L.L.C. FIRST AMENDED ASBESTOS PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES (effective April 1, 2011) (the "TDP") is made by the Trustees ("Trustees") of the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust ("Asbestos PI Trust") pursuant to Section 8.1 of the TDP, effective as of September 29, 2017.

Capitalized terms used but not defined herein shall have the respective meanings assigned such terms in the TDP.

RECITALS:

1. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures became effective on November 30, 2009, pursuant to the First Amended Prepackaged Plan of Reorganization of T H Agriculture & Nutrition, L.L.C. under Chapter 11 of the United States Bankruptcy Code.

2. The Trustees, with the consent of the Asbestos PI Trust Advisory Committee ("TAC") and the Future Claimants' Representative ("FCR"), adopted certain amendments to the T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, which amendments became effective April 1, 2011. See the T H Agriculture & Nutrition, L.L.C. First Amended Asbestos Personal Injury Trust Distribution Procedures (effective April 1, 2011). Additionally, the Trustees, with the consent of the TAC and the FCR, adopted that certain Amendment to the TDP, which became effective April 4, 2014. The T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust Distribution Procedures, as amended, are referred to herein as the TDP.

3. Pursuant to Section 8.1 of the TDP, the Trustees of the Asbestos PI Trust may amend, modify, delete, or add to any provisions of the TDP provided the Trustees first obtain the consent of the TAC and the FCR. The TAC or the FCR may propose to the Trustees, in writing, amendments to the TDP.

4. By email dated April 10, 2017, the TAC proposed an amendment to the TDP to provide for the suspension of the enforcement of the Claims Payment Ratio subject to the right of the FCR, a member of the TAC, or the Trustees to reinstate the Claims Payment Ratio.

5. As evidenced by the signatures below, pursuant to Section 8.1 of the TDP, the Trustees, with the consent of the TAC and the FCR, amend Section 2.5 of the TDP as set forth herein.

ADOPTION OF AMENDMENT:

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

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

Notwithstanding any other provision herein, commencing in calendar year 2017, the Asbestos PI Trust shall cease enforcing the Claims Payment Ratio provisions in these Asbestos PI Trust Distribution Procedures subject to the ability of the Asbestos PI Trustees, any member of the Asbestos PI Trust Advisory Committee or the Future Claimants' Representative to reinstate the enforcement of the provisions in the manner provided below. During the time when the 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 Asbestos PI Trust is not enforcing the Claims Payment Ratio, the Asbestos PI Trust shall provide to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative a report showing (a) the amount of the Maximum Available 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 Asbestos PI Trust Advisory Committee and the Future Claimants' Representative shall then have fifteen (15) days from his or her date of receipt of the report to notify the Asbestos PI Trust that he or she is exercising his or her right to have the Asbestos PI Trust begin enforcing the Claims Payment Ratio effective as of January 1 of the then current calendar year. In addition, the Asbestos PI Trustees may, at any time and with notice to the Asbestos PI Trust Advisory Committee and the Future Claimants' Representative, exercise their right to reinstate, fully or partially, the enforcement of the Claims Payment Ratio. If the Asbestos PI Trustees exercise their right or if the Asbestos PI Trust receives a reinstatement notice from any Asbestos PI Trust Advisory Committee member or the Future Claimants' Representative, the Asbestos PI Trust shall immediately begin enforcing the Claims Payment Ratio. If the enforcement of the Claims Payment Ratio is reinstated, all provisions of these Asbestos PI Trust Distribution Procedures relating to the Claims Payment Ratio shall be in effect, but any

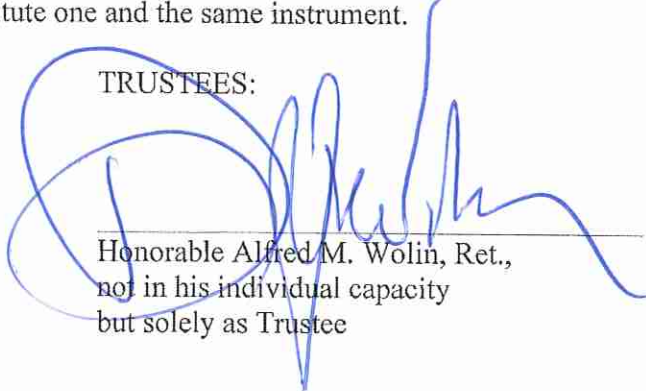
deficits from the prior year in either Category shall be ignored and any roll-over amounts shall be allocated between the two Categories based upon the 80%/20% Claims Payment Ratio.

IN WITNESS WHEREOF, the Trustees, with the consent of the TAC and the FCR as provided in the Trust Agreement, have executed this Second Amendment to the

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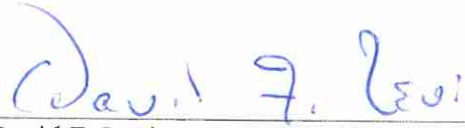
TDP effective as of the date first above written. This Second Amendment to the TDP may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

TRUSTEES:



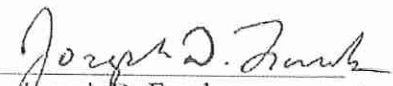
Honorable Alfred M. Wolin, Ret.,
not in his individual capacity
but solely as Trustee

Charles A. Koppelman,
not in his individual capacity
but solely as Trustee



David F. Levi,
not in his individual capacity
but solely as Trustee

ASBESTOS PI TRUST ADVISORY
COMMITTEE:

By its counsel: 
Joseph D. Frank, 9/11/17
FrankGecker, LLP

FUTURE CLAIMANTS'
REPRESENTATIVE:

By his counsel: _____
Theresa Trzaskoma,
Sher Tremonte LLP

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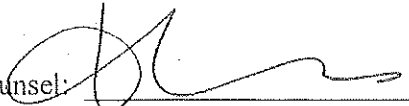
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Sher Tremonte LLP 9/19/2017