

**TENTH AMENDMENT TO THE FIRST AMENDED CONGOLEUM  
PLAN TRUST DISTRIBUTION PROCEDURES (EFFECTIVE JULY 7, 2011)**

THIS TENTH AMENDMENT TO THE FIRST AMENDED CONGOLEUM PLAN TRUST DISTRIBUTION PROCEDURES (effective July 7, 2011) (the “TDP”) is made by the Plan Trustee of the Congoleum Plan Trust (the “Plan Trust”) pursuant to Section 9.1 of the TDP, effective December 8, 2023.

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

**RECITALS:**

1. The Congoleum Plan Trust Distribution Procedures became effective on July 1, 2010.

2. The Plan Trustee, with the consent of the Trust Advisory Committee (“TAC”) and the Futures Representative (“FR”), adopted amendments to the Congoleum Plan Trust Distribution Procedures, which amendments became effective July 7, 2011, November 15, 2011, February 23, 2012, June 3, 2013, April 8, 2014, January 1, 2016, May 1, 2016, July 5, 2017, March 15, 2018, and January 1, 2019. The Congoleum Plan Trust Distribution Procedures, as amended, are referred to herein as the TDP.

3. Section 9.1 of the TDP provides that the Plan Trustee of the Plan Trust may amend, modify, delete, or add to any provisions of the TDP provided the Plan Trustee first obtains the consent of the TAC and the FR.

4. As evidenced by the signatures below, pursuant to Sections 9.1 and 6.2(b)(3) of the TDP, the Plan Trustee, with the consent of the TAC and the FR, amends Section 6.2(b)(3) of the TDP as set forth herein.

**ADOPTION OF AMENDMENT:**

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

Section 6.2(b)(3) is amended and restated in its entirety as follows:

(3) Scheduled, Average and Maximum Values. The Scheduled, Average and Maximum Values for claims involving Disease Levels I - VIII are the following:

<u>Scheduled Disease Value</u>	<u>Scheduled Value</u>	<u>Average Value</u> <sup>1</sup>	<u>Maximum Value</u>
Mesothelioma (Level VIII)	\$120,000	\$150,000	\$720,000
Lung Cancer 1 (Level VII)	\$40,000	\$48,000	\$240,000
Lung Cancer 2 (Level VI)	None	\$15,000	\$24,000
Other Cancer (Level V)	\$12,000	\$14,000	\$40,000
Severe Asbestosis (Level IV)	\$30,000	\$35,000	\$60,000
Asbestosis/Pleural Disease (Level III)	\$3,600	N/A	N/A
Asbestosis/Pleural Disease (Level II)	\$1,200	N/A	N/A
Other Asbestos Disease- Cash Discount Payment (Level I)	\$250	N/A	N/A

These Scheduled Values, Average Values and Maximum Values shall apply to all Plan Trust Voting Claims filed with the Plan Trust on or before the Initial Claims Filing Date as provided in Section 6.1(a)(2) above. The Scheduled Value for Other Asbestos Disease (Level I – Cash Payment Discount) for all Plan Trust PI Asbestos Claims submitted to the Plan Trust after the Initial Claims Filing Date shall be \$50.00. Thereafter, the Plan Trustee, with the consent of the TAC and the Futures Representative pursuant to Sections 5.7(b) and 6.6(b) of the Plan Trust

---

<sup>1</sup> Commencing on January 1, 2019, and subject to the annual inflation adjustments provided for in this Section 6.2(b)(3), the Average Values for claims involving Disease Levels IV-VIII shall be the following:

<u>Scheduled Disease</u>	<u>Average Value</u>
Mesothelioma (Level VIII)	\$139,800
Lung Cancer 1 (Level VII)	\$45,400
Lung Cancer 2 (Level VI)	\$12,300
Other Cancer (Level V)	\$15,000
Severe Asbestosis (Level IV)	\$37,000

Agreement may change these valuation amounts for good cause and consistent with other restrictions on the amendment power.

In addition, commencing on January 1, 2013, the Plan Trust shall adjust the valuation amounts by a fixed inflation factor each year to account for yearly inflation. The initial annual inflation adjustment rate shall be 2.5%, and the first adjustment shall not be cumulative. Beginning on January 1, 2024,<sup>2</sup> the Plan Trustee annually shall adjust the valuation amounts for inflation based on the Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Bureau of Labor Statistics, provided, however, that in no event shall the annual inflation adjustment rate for any given year exceed 3%. If the Plan Trustee desires to vary the inflation adjustment in any given year other than as provided in the preceding sentence, the Plan Trustee shall obtain the consent of the TAC and the Futures Representative pursuant to Sections 5.7(b) and 6.6(b) of the Plan Trust Agreement. Furthermore, commencing on January 1, 2016, the Plan Trust shall apply the annual inflation adjustment rate to the valuation amounts ratably based on the date the claim is paid so that the annual inflation adjustment rate to be applied to the valuation amounts shall be pro-rated by the number of days elapsed in the year between January 1 of the subject year and the date the claim is paid. This approach shall result in incremental increases each payment date throughout the year, with the annual inflation adjustment rate increase not being fully applied until the end of December for the subject year.

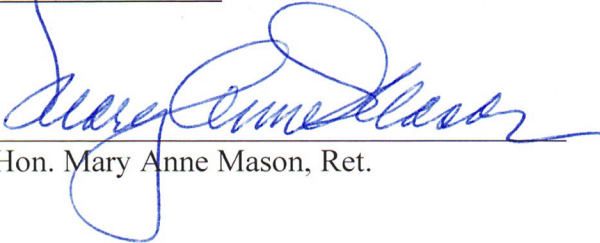
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

---

<sup>2</sup> For years 2014 to 2023, the Plan Trustee, with the consent of the TAC and the Futures Representative, was permitted to adjust the annual inflation adjustment rate to reflect market conditions with respect to inflation using the Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Bureau of Labor Statistics.

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

PLAN TRUSTEE:



Hon. Mary Anne Mason, Ret.

TRUST ADVISORY COMMITTEE:

By its counsel: \_\_\_\_\_  
Ann C. McMillan,  
Caplin & Drysdale

FUTURES REPRESENTATIVE:

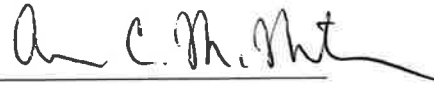
\_\_\_\_\_  
R. Scott Williams

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

PLAN TRUSTEE:

\_\_\_\_\_  
Hon. Mary Anne Mason, Ret.

TRUST ADVISORY COMMITTEE:

By its counsel:   
Ann C. McMillan,  
Caplin & Drysdale

FUTURES REPRESENTATIVE:

\_\_\_\_\_  
R. Scott Williams

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

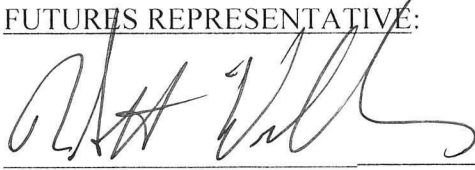
PLAN TRUSTEE:

\_\_\_\_\_  
Hon. Mary Anne Mason, Ret.

TRUST ADVISORY COMMITTEE:

By its counsel: \_\_\_\_\_  
Ann C. McMillan,  
Caplin & Drysdale

FUTURES REPRESENTATIVE:

  
\_\_\_\_\_  
R. Scott Williams