

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

THIS SECOND 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.

1. The Lummus TDP became effective on August 31, 2006.
2. 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 Trust Advisory Committee (“TAC”) and the Lummus Future Claimants’ Representative (“Lummus FCR”) pursuant to the consent process set forth in the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Agreement.
3. The Trustee has determined to amend Section 7.5 of the Lummus TDP as set forth below.
4. The Trustee has further determined to amend Sections 2.3, 5.1(c) and 7.7 of the Lummus TDP consistent with the amendment to Section 7.5 as set forth below.
5. At a regularly scheduled and noticed meeting of the Trust on September 10, 2008, the TAC and the Lummus FCR consented to the adoption of the amendments to Sections 2.3, 5.1(c) 7.5 and 7.7 of the Lummus TDP.

AMENDMENTS:

NOW, THEREFORE, in consideration of the premises, the Trustee hereby adopts the following amendments to the Lummus TDP:

Section VII, General Guidelines for Liquidating and Paying Claims, is amended as follows:

Section 7.5 is deleted in its entirety and the following inserted:

7.5 Sequencing Adjustment.

7.5(a) In General. Except for a TDP Determined Lummus Asbestos PI Trust Claim 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 TDP Determined Lummus Asbestos PI Trust Claims, with respect to which the claimant has had to wait a year or more for payment, provided, however, that no claimant shall receive a sequencing adjustment for a period in excess of

seven (7) years. The sequencing adjustment factor shall be three percent (3%) per annum for each of the first five (5) years after the Effective Date; thereafter, the Lummus Asbestos PI Trust shall have the discretion to change the annual sequencing adjustment factor with the consent of the TAC and the Lummus FCR.

7.5(b) TDP Determined Lummus Asbestos PI Trust Claims. A sequencing adjustment shall be payable on the Scheduled Value of any TDP Determined Lummus Asbestos PI Trust Claim that meets the requirements of Disease Levels II – V, VII and VIII, whether the claim is liquidated by Expedited Review, Individual Review or 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 5.10 above and Section 7.6 below. The sequencing adjustment on a TDP Determined Lummus Asbestos 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 claims shall be measured from the date of payment back to the date that is one year after the later of (i) the Effective Date and (ii) the date on which the TDP Determined Lummus Asbestos PI Trust Claim was filed with the Lummus Asbestos PI Trust. Notwithstanding the foregoing, a sequencing adjustment shall cease to accrue on a TDP Determined Lummus Asbestos PI Trust Claim at the time the Lummus Asbestos PI Trust makes a good faith offer to settle the TDP Determined Lummus Asbestos PI Trust Claim; provided, however, that if such TDP Determined Lummus Asbestos PI Trust Claim is awarded a higher amount through arbitration than the offer made by the Lummus Asbestos PI Trust, a sequencing adjustment on the TDP Determined Lummus Asbestos PI Trust Claim shall be calculated on the full amount of the arbitration award for the entire period for which the sequencing adjustment is payable under the preceding sentence.

Section 2.3 is amended to read:

2.3 Application of the Payment Percentage. After the liquidated value of a TDP Determined Asbestos PI Claim (other than a claim involving Disease Level I - Cash Discount Payment) is determined pursuant to the procedures set forth herein for Expedited Review, Individual Review, arbitration, or litigation in the tort system, as applicable, the claimant will ultimately receive a pro-rata share of such liquidated value based on the Payment Percentage described in Section 4.1. The Payment Percentage shall apply to all sequencing adjustments pursuant to Section 7.5 below. The Payment Percentage may be adjusted upwards or downwards from time to time by the Lummus Asbestos PI Trust, with the consent of the TAC and the Lummus FCR, to reflect then-current estimates of the Lummus Asbestos PI Trust's assets and its

liabilities, as well as the then-estimated value of then-pending and future claims. However, any adjustment to the initial Payment Percentage shall be made only pursuant to Section 4.2. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the Lummus TDP will receive additional payments. Because there is uncertainty in the prediction of both the number and severity of future TDP Determined Lummus Asbestos PI Trust Claims, and the amount of the Lummus Asbestos PI Trust's assets, no guarantee can be made as to what Payment Percentage of a TDP Determined Lummus Asbestos PI Trust Claim's liquidated value will be paid to the holder of any such claim.

The first paragraph of Section 5.1(c) is amended to read:

5.1(c) Payment of TDP Determined Lummus Asbestos PI Trust Claims. Lummus Asbestos PI Trust Claims involving Disease Level I, Category A Claims and Category B Claims that have been liquidated by the Expedited Review Process as provided in Section 5.2(a), by the Individual Review Process as provided in Section 5.2(b), by arbitration as provided in Section 5.9, or in the tort system as provided in Sections 5.10 and 7.6, shall be paid in FIFO order based on the date their liquidation became final (the "FIFO Payment Queue"). All such payments are subject to the Maximum Annual Payment and the Claims Payment Ratio. In addition, all TDP Determined Lummus Asbestos PI Trust Claims (except Disease Level I Claims) shall also be subject to the Payment Percentage and the sequencing adjustment provided for in Section 7.5 below. The Trustee, with the consent of the TAC and the Lummus FCR, may offer a Reduced Payment Option to holders of either Category A Claims or Category B Claims in return for more prompt payment (the "Reduced Payment Option").

The second paragraph of Section 7.7 is amended to read:

In the case of Lummus Asbestos PI Trust Claims involving Disease Levels I, II and III, the total amounts paid with respect to such claims shall not exceed the relevant Scheduled Value for such Disease Levels as set forth in Section 5.2(b)(3). In the case of claims involving a non-malignant asbestos-related disease that does not attain classification under Disease Levels I, II or III, the amount payable shall not exceed the Scheduled Value for the Disease Level most comparable to the disease proven. In the case of non-Extraordinary claims involving severe asbestosis and malignancies (Disease Levels IV – VIII), the total amounts paid with respect to such claims shall not exceed the Maximum Values for such Disease Levels set forth in Section 5.2(b)(3). In the case of Extraordinary Claims, the total amounts paid with respect to such claims shall not exceed the Maximum Extraordinary Value for such claims set forth in Section

5.3(a). Under no circumstances shall either a sequencing adjustment be paid pursuant to Section 7.5 or interest be paid under any statute on any judgments obtained in the tort system.

IN WITNESS WHEREOF, the Trustee has executed this amendment this 9 day of October 2008, effective as of September 10, 2008.

TRUSTEE:



Hon. Dean M. Trafelet/Ret.