

**AMENDMENT TO THE
BABCOCK & WILCOX COMPANY ASBESTOS PI SETTLEMENT
TRUST DISTRIBUTION PROCEDURES**

May 31, 2024

This Amendment to the Babcock & Wilcox Company Asbestos PI Settlement Trust Distribution Procedures, revised December 2, 2015 (as amended, modified or supplemented from time to time prior to the date hereof, the “**TDP**”) is made as of the date first set forth above by the Trustees of the Babcock & Wilcox Company Asbestos PI Trust (the “**PI Trust**”) in accordance with the Asbestos PI Trust Asbestos Personal Injury Trust Agreement revised September 27, 2007 (as amended, modified or supplemented from time to time prior to the date hereof, the “**PI Trust Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the PI Trust Agreement.

RECITALS:

WHEREAS, the TDP has been adopted pursuant to the PI Trust Agreement and is designed to provide fair, equitable, and substantially similar treatment for all PI Trust Claims that may presently exist or may arise in the future in substantially the same manner;

WHEREAS, the Trustees of the PI Trust shall administer the TDP in accordance with the PI Trust Agreement;

WHEREAS, pursuant to Section 7.3 of the PI Trust Agreement and Section 8.1 of the TDP, the Trustees of the PI Trust, with the consent of the PI Trust Advisory Committee and the Future Claimants’ Representative, wish to amend Section 7.5 of the TDP; and

WHEREAS, except as expressly set forth in this Amendment, the TDP shall remain in full force and effect.

NOW, THEREFORE, having obtained the written consent of the PI Trust Advisory Committee and the Future Claimants’ Representative, as evidenced by the Written Consent attached hereto and made a part hereof, the Trustees hereby amend Section 7.5 of the TDP as reflected below:¹

¹ The amendment deletes the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and inserts the underlined text (indicated textually in the same manner as the following example: underlined text).

7.5 Sequencing Adjustment on Unliquidated PI Trust Claims.

7.5(a) ~~In-General~~Eligibility for Payment. Except for ~~any~~ PI Trust Claims 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 unliquidated PI Trust Claims with respect to which ~~the a~~ claimant has had to wait ~~a one (1)~~ year or more for payment, following the submission to the PI Trust of all documents and information necessary for the PI Trust to Approve the PI Trust Claim 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 for each year shall be the one-year Treasury bill interest rate in effect on January 1 of the year in which the accrual commences, with the factor being adjusted each January 1 to correspond to the one-year Treasury bill interest rate then in effect. The PI Trust shall have the discretion to change the sequencing adjustment factor with the consent of the TAC and the Future Claimants' Representative.

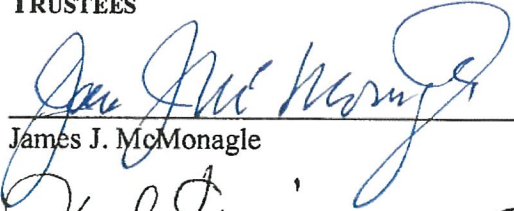
7.5(b) ~~Unliquidated PI Trust Claims~~Method of Calculation. A sequencing adjustment shall be payable on the Scheduled Value of any unliquidated PI Trust Claim that meets the requirements of Disease Levels II –V, VII and VIII, whether the claim is liquidated under Expedited Review, Individual Review, or by 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 5.11 above and Section 7.6 below. The sequencing adjustment on an unliquidated 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 such unliquidated claims shall be measured from the date of payment back to the ~~earliest of the~~ date that is one (1) year after the date on which ~~(a) the claim was filed against B&W prior to the Petition Date; (b) the claim was~~

~~filed against another defendant in the tort system on or after the Petition Date but before the Effective Date; (e) the claim was filed with the Bankruptcy Court during the pendency of the Chapter 11 proceeding; or (d) the claim was filed with the PI Trust after the Effective Date~~the claimant submitted all documents and information necessary for the PI Trust to approve the PI Trust Claim for payment; provided, however, that any time periods with respect to which the PI Trust was waiting for the claimant to take an action shall be subtracted out of the time period calculations.

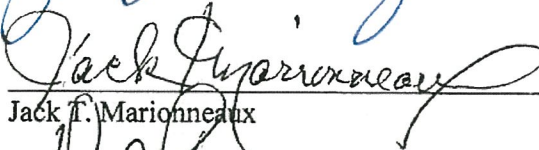
~~7.5(e) Liquidated Pre-Petition Claims.~~ ~~A sequencing adjustment shall also be payable on the liquidated value of all Pre-Petition Liquidated Claims described in Section 5.2(a) above. In the case of Pre-Petition Liquidated Claims liquidated by verdict or judgment, the sequencing adjustment shall be measured from the date of payment back to the date that is one (1) year after the date that the verdict or judgment was entered. In the case of Pre-Petition Liquidated Claims liquidated by a binding, judicially enforceable settlement, the sequencing adjustment shall be measured from the date of payment back to the date that is one year after the Petition Date.~~

IN WITNESS WHEREOF, this Amendment to the TDP is hereby adopted.

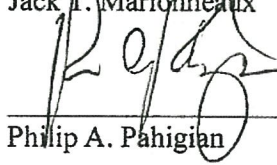
TRUSTEES



James J. McMonagle



Jack F. Marionneau



Philip A. Pahigian

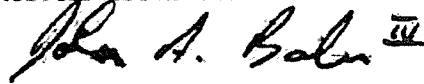
WRITTEN CONSENT

WHEREAS, pursuant to Section 7.3 of the PI Trust Agreement and Section 8.1 of the TDP, the PI Trust Advisory Committee and the Future Claimants' Representative do hereby provide their written consent to amend Section 7.5 of the TDP as proposed by the Trustees in the foregoing Amendment to the TDP; and

WHEREAS, the PI Trust Advisory Committee and the Future Claimants' Representative agree to waive the written notice requirement for the consent process as described in Sections 5.7(b)(i) and 6.6 (b)(i) of the PI Trust Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective as of the date first set forth in the foregoing Amendment to the TDP.

TRUST ADVISORY COMMITTEE



John A. Baden

Russell W. Budd

Robert J. Cooney, Jr.

Steven Kazan

Peter A. Kraus

Bruce Mattock

Perry Weitz

WRITTEN CONSENT

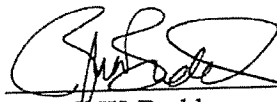
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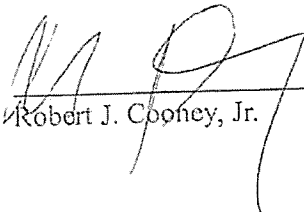
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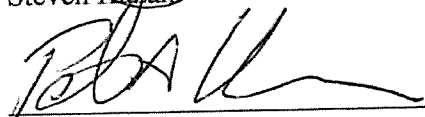
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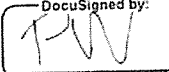
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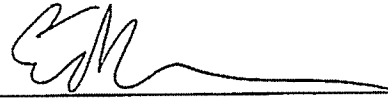
Peter A. Kraus

Bruce Mattock

DocuSigned by:


Perry Weitz

FUTURE CLAIMANTS' REPRESENTATIVE

A handwritten signature in black ink, appearing to be 'E.D. Green', written over a horizontal line.

Eric D. Green