

ADDENDUM TO AMENDED SETTLEMENT AGREEMENT

This Addendum to the Amended Settlement Agreement dated May 4, 2015 (the “Addendum”) is made and entered into by and among the following parties (collectively, the “Parties”): (a) SS Body Armor I, Inc., formerly known as Point Blank Solutions, Inc., on behalf of itself and its affiliated debtors and debtors in possession SS Body Armor II, Inc., SS Body Armor III, Inc. and PBSS, LLC in the chapter 11 proceeding pending in the United States Bankruptcy Court for the District of Delaware captioned *In re SS Body Armor I, Inc., et al.*, Case No. 10-11255 (CSS); (b) the lead plaintiffs in the consolidated securities class action captioned *In re DHB Industries, Inc. Class Action Litigation*, Case No. 05-cv-04296 (E.D.N.Y.), on behalf of themselves and all members of the class previously certified in the Class Action; (c) Plaintiffs’ counsel in the Class Action, namely Robbins Geller Rudman & Dowd LLP and Labaton Sucharow LLP; and (d) plaintiff’s counsel in the consolidated derivative action captioned *In re DHB Industries, Inc. Derivative Litigation*, Case No. 05-cv-04345 (E.D.N.Y.), namely the Law Offices of Thomas G. Amon and Robbins Arroyo LLP. The purpose of this Addendum is to amend certain sections of the Amended Settlement Agreement executed by the Parties on or about May 4, 2015 (the “Agreement”). Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Agreement. Except as specifically amended herein, all other provisions of the Agreement remain in full force and effect.

Addendum to Section 3(a) of the Agreement:

The 50/50 Division shall apply only to the Plaintiffs’ Stock Share and the first \$128,400,000 of any and all other Recoveries/Proceeds realized by any of the Parties, individually or collectively. As of the date(s) of execution of this Addendum, the sum of \$128,400,000 reflects the combined amount of the Debtors’ Restitution Award, the Investor Victims’ Restitution Award and the Escrowed Funds. For the avoidance of any doubt, to the extent that the combined amount of the Recoveries/Proceeds ultimately realized by the Parties, individually or collectively, arising out of the Debtors’ Restitution Award, the Investor Victims’ Restitution Award and the Escrowed Funds is less than \$128,400,000, the 50/50 Division shall nonetheless continue to apply to the first \$128,400,000 of any and all Recoveries/Proceeds realized by any of the Parties, individually or collectively, and to the Plaintiffs’ Stock Share.

As to any and all Recoveries/Proceeds realized by the Parties, individually or collectively, in excess of \$128,400,000 (the “Excess Recoveries”), the Parties will utilize their reasonable best efforts, consistent with their respective fiduciary duties, to effectuate a division (the “63/37 Division”) of the Excess Recoveries such that:

- (i) the ultimate value of sixty-three percent (63%) of the Excess Recoveries is realized by the Debtors’ bankruptcy estates, and shall be considered part of the “Debtors’ Share” as that term is used in the Agreement; and
- (ii) the ultimate value of thirty-seven percent (37%) of the Excess Recoveries is realized by the Plaintiffs for the benefit of the investor victims identified in the Class Action and the Criminal Action, as set forth in section 3(f) of the Agreement, and shall be considered part of the “Plaintiffs’ Share” as that term is used in the Agreement; provided, however, that notwithstanding any provision of the Agreement or this Addendum to the contrary, the portion of the Excess Recoveries realized by the Plaintiffs arising out of the 63/37 Division necessary

to satisfy any shortfall in the Escrowed Funds distributable to the investor victims with allowed claims in the Class Action shall be distributed exclusively to those members of the class certified in the Class Action in accordance with the EDNY Stipulation and the Plan of Allocation previously approved in connection therewith, prior to any distribution pursuant to the Additional Allocation Procedure.

Addendum to Section 3(b) of the Agreement:

The Parties will employ the mechanisms identified in sections 3(b)(i) and 3(b)(ii) of the Agreement as necessary to equalize the Debtors' Share and the Plaintiffs' Share for purposes of effectuating the 50/50 Division.

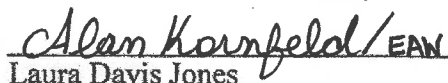
EXECUTION VERSION

WHEREFORE, the Parties have executed this Addendum and/or have caused this Addendum to be executed by their duly authorized counsel on the dates shown below.

ACCEPTED AND AGREED TO BY:

Dated: June 10, 2015

PACHULSKI STANG ZIEHL & JONES LLP

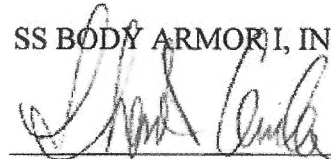
 Alan Kornfeld EAW

Laura Davis Jones
Alan J. Kornfeld
919 N. Market Street, 17th Floor
Wilmington, DE 19801

Counsel for Debtors and Debtors in Possession

Dated: June 10, 2015

SS BODY ARMOR I, INC.

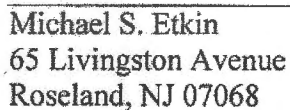


T. Scott Avila
Chief Restructuring Officer
c/o Deloitte Transactions and
Business Analytics LLP
350 S. Grand Ave.
Los Angeles, CA 90071

Debtors and Debtors in Possession

Dated: June __, 2015

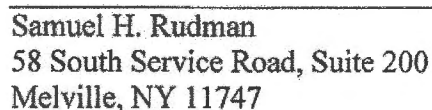
LOWENSTEIN SANDLER LLP


Michael S. Etkin
65 Livingston Avenue
Roseland, NJ 07068

Bankruptcy Counsel for Plaintiffs' Counsel,
Derivative Counsel and Plaintiffs, as defined in
the Agreement

Dated: June __, 2015

ROBBINS GELLER RUDMAN & DOWD LLP


Samuel H. Rudman
58 South Service Road, Suite 200
Melville, NY 11747

Plaintiffs' Counsel and on behalf of Plaintiffs, as
defined in the Agreement

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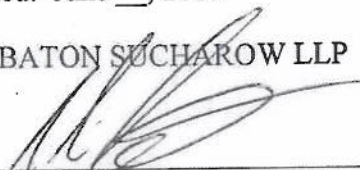
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Plaintiffs' Counsel and on behalf of Plaintiffs, as
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EXECUTION VERSION

Dated: June __, 2015

LABATON SUCHAROW LLP



Ira A. Schochet
140 Broadway
New York, NY 10005

Plaintiffs' Counsel and on behalf of Plaintiffs,
as defined in the Agreement

Dated: June __, 2015

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Derivative Counsel

Dated: June __, 2015

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Derivative Counsel

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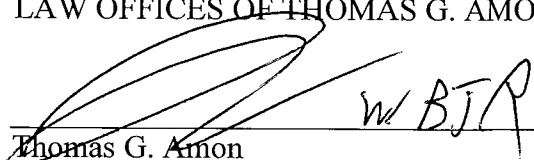
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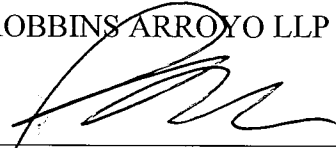


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