

TWENTY-SECOND JUDICIAL DISTRICT COURT
PARISH OF WASHINGTON
STATE OF LOUISIANA
IN RE CHEMICAL RELEASE

NO. 73,341
ALL CASES

DIVISION "C"

**IMPORTANT NOTICE OF SETTLEMENT
OF THIS CLASS ACTION WITH RELIANCE INSURANCE COMPANY IN LIQUIDATION**

TO: ALL PERSONS AND LEGAL ENTITIES LOCATED OR RESIDING IN, OWNING PLACES OF BUSINESS OR PROPERTY IN, OPERATING BUSINESSES IN, ATTENDING SCHOOL OR WORKING IN, AND/OR WHO WERE PRESENT WITHIN THE GEOGRAPHIC AREA AS SPECIFIED HEREIN, WHO SUSTAINED BODILY AND/OR PERSONAL INJURY, LOSS, PROPERTY DAMAGE, AND/OR OTHER DAMAGE, AS THE RESULT OF AN EXPLOSION, RUPTURE, ESCAPE AND/OR LEAK OR LEAKS OF NITROGEN TETROXIDE (N₂O₄) AND THEIR DERIVATIVES FROM A RAILROAD TANK CAR, MOBILE TRUCK TANKER-TRAILERS, AND/OR RELATED LOADING/UNLOADING PIPING OR OTHER STRUCTURES LOCATED ON THE PREMISES OF GAYLORD CHEMICAL CORPORATION IN BOGALUSA, LOUISIANA, OCCURRING IN AND DURING THE PERIOD FROM OCTOBER 10, 1995 THROUGH OCTOBER 25, 1995, AS WELL AS THOSE FAMILY MEMBERS OF SUCH PERSONS WHO MAY THEMSELVES HAVE CLAIMS ARISING OUT OF INJURY TO SUCH PERSONS.

The geographic boundaries of the class include a reference to the "City Rectangle" which is defined as the area within the smallest rectangle which will encompass all of the City Limits of Bogalusa. The class boundaries are the area within the following truncated wedge-shaped region: (i) begin at the southeast corner of the City Rectangle, and extend the line comprising the southern side of the City Rectangle until the point at which it reaches the Pearl River; (ii) then follow the western bank of the Pearl River northward until reaching the northeastern most point of the boot of Louisiana; (iii) from that point, draw a straight line to the confluence of Gully Creek, Upper Little Creek, and Kellars Creek in Marion County, Mississippi; (iv) from the confluence of those three creeks in Marion County, Mississippi, draw a straight line in a westerly direction to the intersection of State Highway 570 and U.S. Highway 51 in Pike County, Mississippi; (v) then from the intersection of State Highway 570 and U.S. Highway 51, draw a straight line to the southwestern corner of the City Rectangle, in Washington Parish, Louisiana; and (vi) continue east along the southern boundary of the City Rectangle until reaching the point of beginning at the southeastern corner of the City Rectangle.

The Class includes the following six subclasses: (i) bodily/personal injury claims (including loss of consortium); (ii) property damage claims (both real and personal property); (iii) economic losses (including, but not limited to, lost profits, lost wages, or business interruption); (iv) evacuation damages; (v) fear and fright claims; and (vi) punitive/exemplary damages.

**PLEASE READ THIS NOTICE CAREFULLY BECAUSE
YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS
CLASS ACTION. PLEASE READ THIS NOTICE CAREFULLY IN ITS ENTIRETY.**

This notice is sent to advise you of the following:

- The Louisiana Court has preliminarily approved settlement of this class action with Reliance Insurance Company in Liquidation (“Compromising Defendant”).
- If you are one of the persons described herein, you are a member of the Class for the settlement and you may be entitled to participate in and/or object to the fairness, reasonableness and adequacy of the settlement. To resolve all claims relating to the Incident (as it is defined below), a 2014 Louisiana Settlement Agreement has been entered with the Compromising Defendant, which has agreed to distribute (a) the initial anticipated amount of \$4,870,113 to Class Members, plus (b) additional amounts only if and as any further assets of the Compromising Defendant are distributed by the Liquidator of Reliance. In no event will the total payments exceed \$12,620,565. This 2014 Louisiana Settlement Agreement will establish a Settlement Fund for the compensation of persons and legal entities claiming to have been injured by reason of that certain tank car rupture and any and all releases of nitrogen tetroxide, its derivative chemicals, and/or any other chemicals, substance or matter at or from the Gaylord Chemical plant in Bogalusa, Louisiana, in October 1995 and all related acts, consequences and events related to the rupture and release, both preceding and subsequent to any such chemical release, including but not limited to the evacuation of Bogalusa and any surrounding areas (the “Incident”). These amounts are further subject to Claims by each Louisiana Opt-Out Plaintiff, Related Action Plaintiff, plaintiff in the Louisiana Litigation and intervenors, and all holders of liens, assignments, subrogations, encumbrances, garnishments or security interests and all other Persons who or which have a Claim derived from, or obtained any right or Claim from or through any Class Member, Related Action Plaintiff, and/or Louisiana Opt-Out Plaintiff, and expenses, attorneys’ fees and costs.
- The Louisiana Court will hold a Fairness Hearing beginning on January 14, 2015, at 10:00 a.m. in the Courtroom of the Honorable Robert J. Burns, Twenty-Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana, to determine the fairness, adequacy and reasonableness of the settlement.
- After the completion of the Fairness Hearing, the Louisiana Court will determine whether to finally approve the Louisiana Special Master’s Report and Recommendation regarding the establishment of reserves, including reserves for attorneys’ fees and costs, and the protocol of allocations to each individual eligible Class Member. The Louisiana Court will also hear objections relating to the protocol for establishing individual awards. This Hearing will be your one and only opportunity to object to the 2014 Louisiana Settlement Agreement, both with respect to the initial amount to be paid and with respect to the prospect that, or maximum total of, any future amounts which may be paid.
- On November ____, 2014, the Louisiana Court approved the form, content and plan for dissemination of the Class Notice. All persons who meet the definition above and who did not timely and properly exclude (opt out) themselves from this Class are Class Members and may be entitled to participate in and/or object to the fairness, reasonableness and adequacy of the settlement.
- You may participate in the distribution from the Settlement Fund if you are a Class Member, did not opt out, and filed a proof of claim no later than June 20, 2000, which included extensions by the Louisiana Court, or were granted specific and special permission by the Louisiana Court to file a late Proof of Claim and became a Class Member. If you are an eligible Class Member, your proposed award amount, if any, will be determined by the Louisiana Special Master pursuant to

the Louisiana Special Master's Report and Recommendation regarding an allocation protocol, which was preliminarily approved by the Louisiana Court.

- If the 2014 Louisiana Settlement Agreement is approved and you are a Class Member, all Claims for damages that you may now or in the future have against the Compromising Defendant will be WAIVED AND RELEASED and you will be enjoined from bringing any such Claims in the future.
- ALL CLASS MEMBERS HAVE THE RIGHT TO EXPRESS THEIR OPINION TO THE LOUISIANA COURT ABOUT ANY ASPECT OF THE 2014 LOUISIANA SETTLEMENT AGREEMENT. You must object to or comment on any aspect of the settlement IN WRITING. You do not have to appear at the Fairness Hearing in order to participate in or object to the settlement, but if you want to appear at the Fairness Hearing, YOU MUST HAVE PREVIOUSLY FILED A WRITTEN OBJECTION.

IMPORTANT DATES AND DEADLINES

Written Objections Postmark DeadlineDecember 31, 2014

Written Requests to Appear at the Fairness Hearings Postmark DeadlineDecember 31, 2014

Fairness Hearing Date: January 14, 2015 at 10:00 a.m. for consideration of the settlement followed by the final consideration of the Louisiana Special Master's Report and Recommendation.

Place: Courtroom of the Honorable Robert J. Burns, Twenty-Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana.

1. WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a lawsuit entitled In Re: Chemical Release at Bogalusa, No. 73,341 and All Consolidated Cases, Twenty Second Judicial District Court, Parish of Washington, State of Louisiana, presided over by the Honorable Robert J. Burns, or his duly-appointed successor (the "Louisiana Court"). This Notice is given pursuant to Article 594 of the Louisiana Code of Civil Procedure.

2. BACKGROUND OF THE LITIGATION.

This litigation arises out of an incident that occurred in October 1995 in which materials were released from a railroad tank car containing nitrogen tetroxide (N2O4) manufactured by Vicksburg Chemical Company, which was in a railroad tank car owned by Union Tank Car Company, transported by the Kansas City Southern Railway Company and the Illinois Central Railroad Company, and leased to Gaylord Chemical Corporation on the premises of Gaylord Chemical Corporation in Bogalusa, Louisiana. Beginning on October 23, 1995 and continuing for the next two days, the town called for the evacuation or shelter-in-place of certain affected sectors of Bogalusa. Residents began returning home on the evening of October 25, 1995, after emergency personnel neutralized the tank's contents.

As a result of the Incident, numerous plaintiffs filed lawsuits against these and other defendants in state courts in Mississippi and Louisiana. The related suits filed in Louisiana were subsequently consolidated into a class action pending in the Twenty-Second Judicial District Court, Parish of Washington, State of Louisiana. The Louisiana plaintiffs filed a Consolidated Amended Master Petition, as supplemented

and amended, alleging various Claims for personal injury, property damage, and other harm. The trial court certified a Class, approved certain attorneys as members of a committee of attorneys called the Plaintiffs' Liaison Committee ("PLC") to represent the Class and approved certain plaintiffs as Class Representatives. The PLC currently consists of:

James S. Farmer
Ronnie G. Penton
Gerald E. Meunier
Daniel E. Becnel, Jr.
Joseph M. Bruno
Roy K. Burns, Jr.
Sondra A. Cheek
Thomas M. Discon
Calvin C. Fayard, Jr.
Donna Unkel Grodner
Patti Durio Hatch
Deborah M. Sulzer
Reginald J. Laurent
Stephen B. Murray
Suzette Peychaud-Bagneris
William Phillips
Vernon P. Thomas
Jesse L. Wimberly, III

On July 30, 1999, the Louisiana Court approved the Class Notice, which was disseminated to the Class. The Class Notice required Class Members to submit a request to opt out of the Class by December 14, 1999. On September 7, 1999, the Court approved a Proof of Claim form to be sent to Class Members. Failure to timely opt out of the Class and failure to timely submit a Proof of Claim bar a Class Member from recovery. Class Members had to submit a completed Proof of Claim no later than June 20, 2000, except for those persons and/or entities who or which were granted specific and special permission by the Louisiana Court to file a late Proof of Claim and became a Class Member.

This litigation has had extensive motion practice, including numerous appeals to the Louisiana Court of Appeal, First Circuit, and the Louisiana Supreme Court regarding, among other things, class certification, proofs of claim, and evidentiary issues.

In March 1999, twenty plaintiffs were selected for a trial in Mississippi in the action captioned In re Bogalusa Chemical Release, No. 251-96-000493-CIV, Circuit Court of Hinds County, First Judicial District, State of Mississippi. Although the jury found liability against two defendants, the jury awarded no damages to any of the plaintiffs.

In July 2000, 18 Class Members were selected as trial plaintiffs for the Phase I trial in the action captioned In re Chemical Release at Bogalusa, No. 73,341-C, 22nd Judicial District Court, Washington Parish, Louisiana. The trial began on September 2, 2003, and culminated with a jury verdict on November 14, 2003, deciding common issues of liability and the specific claims of the 18 Class Members selected as trial plaintiffs. The jury found Vicksburg Chemical Company to be 45 percent liable, Gaylord Chemical Corporation to be 35 percent liable, Union Tank Car Company to be 10 percent liable, Illinois Central

Railroad Company to be 5 percent liable, and Kansas City Southern Railway to be 5 percent liable. Union Tank Car was absolved of any liability for punitive damages.

In 2004, Gaylord and some of its insurers entered into a settlement with the PLC (the “2004 Gaylord Settlement”), which has been approved by the Court.

Thereafter, the PLC prosecuted the Phase II trial only against four Gaylord insurers who were not Gaylord Settlement Defendants, namely Federal Insurance Company, RLI Insurance Company, United National Insurance Company, and Great American Insurance Company of New York (formerly known as American National Fire Insurance Company), hereafter collectively referred to as the Gaylord Excess Insurers. The jury rendered a Phase II verdict finding that Gaylord Chemical Corporation was liable to the class for punitive damages.

The initial Phase I judgment was signed on December 9, 2003. After post-trial motions, Phase II judgments were entered against Union Tank Car and the Gaylord Excess Insurers, each for their portion of the Phase I award of compensatory damages to the eleven successful trial plaintiffs and, as to the Gaylord Excess Insurers, the Phase II award of punitive damages. All judgments against the Gaylord Excess Insurers were appealed, and their appeals are presently pending before the Louisiana Court of Appeal for the First Circuit.

While the Gaylord Settlement and the appeals of the Gaylord Excess Insurers have been pending, Judge Burns conducted bench trials of the claims of certain Class Members. Minute entries of his findings have been made.

In 2006, the Gaylord Excess Insurers entered into a settlement with the PLC (the “2006 Louisiana Settlement”), which has been approved by the Court.

Further bench trials and jury trials have been continued to allow time to complete the Gaylord Settlement, the 2006 Louisiana Settlement Agreement, the 2007 Louisiana Settlement Agreement, and now this 2014 Louisiana Settlement Agreement.

Reliance Ins. Co. (“Reliance”) is one of the defendant insurers named in this class action arising out of the October 23, 1995 chemical explosion and release at the Gaylord Chemical plant in Bogalusa, Louisiana. At the time of the event, Reliance had issued excess umbrella policies to two of the named corporate defendants, specifically:

- (a) a policy with limits of \$10 million per occurrence and in the aggregate, in excess of \$42 million underlying limits, issued to Trans Resources, Inc., pursuant to which the defendant Vicksburg Chemical Company was an additional insurer; and
- (b) a policy with limits of \$15 million per occurrence and in the aggregate, as part of a \$35 million insurance layer in excess of \$16 million underlying limits, issued to Gaylord Chemical Corporation.

Reliance was placed in liquidation by Order of the Pennsylvania Commonwealth Court. Any and all tort claims by plaintiff class members against Reliance, were stayed in this action pending the conclusion of the liquidation process in Pennsylvania. The claims of all class members were submitted as unsecured creditor claims in the Reliance liquidation proceedings. This class settlement resolves all remaining claims against Reliance.

3. REASONS FOR THE SETTLEMENT.

The Parties have engaged in extensive discovery and related motion practice and numerous Louisiana Court hearings. The PLC has reviewed all relevant documents, consulted with numerous experts, and deposed dozens of fact and expert witnesses and many corporate officers and employees.

The Compromising Defendant has denied and continues to deny each and every allegation brought by members of the Class and all charges of wrongdoing or liability of any kind whatsoever, which members of the Class presently have asserted in this litigation or may in the future assert. The Compromising Defendant believes that it has strong legal and factual defenses to the Claims asserted by the Class, and that most individual Class Members would be unable to establish entitlement to significant compensatory damages. The compromising Defendant, being in liquidation, also believes that Class Members will be challenged to collect any monies from it as part of the liquidation proceedings.

The Compromising Defendant has agreed to enter into the 2014 Louisiana Settlement Agreement in order to put to rest all controversy in this matter, which is now approximately 19 years old, and to avoid further expense and burdensome, protracted and costly litigation. By entering into the 2014 Louisiana Settlement Agreement, the Compromising Defendant does not admit any fault on its part.

The PLC believes that it is in the best interests of the Class to compromise all Claims asserted by the Class against the Compromising Defendant in consideration of fair and appropriate amounts, recognizing (i) that the Compromising Defendant is in the process of liquidating all assets, none of which may remain available to pay Class Member claims, (ii) the existence of complex and contested issues of law and fact, (iii) the risks inherent in litigation, (iv) the likelihood that future proceedings will be unduly protracted and expensive if the litigation is not settled by voluntary agreement with the parties, (v) the magnitude of the benefits derived from the settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof as well as the potential of no recovery whatsoever, and (vi) the Class Representatives' and the PLC's determination that the settlement is fair, reasonable, adequate and in the best interests of and will substantially benefit the Class Members.

4. THE TERMS OF THE SETTLEMENT.

On November ^{4th} 14, 2014, the Louisiana Court preliminarily approved the 2014 Louisiana Settlement Agreement between the Class and the Compromising Defendant as within the range of judicial approval. The Louisiana Court also preliminarily approved the Louisiana Special Master's Report and Recommendation for its allocation protocol and necessary reserves.

The essential terms of the 2014 Louisiana Settlement Agreement are set forth below, and this Long Form Notice is not a substitute for the 2014 Louisiana Settlement Agreement, which sets forth the rights and obligations of the Parties. If there is any conflict between this Long Form Notice and the 2014 Louisiana Settlement Agreement, the relevant provisions of the 2014 Louisiana Settlement Agreement govern. Capitalized terms not otherwise defined in this Long Form Notice shall have the meanings given in the 2014 Louisiana Settlement Agreement.

A. The Class Defined

The Class is defined as:

All persons and legal entities located or residing in, owning places of business or property in, operating businesses in, attending school or working in, and/or who were present within the geographic area specified herein, who sustained bodily and/or personal injury, loss, property damage, and/or other damage, as the result of an explosion, rupture, escape and/or leak or leaks of nitrogen tetroxide (N2O4) and their derivatives from a railroad tank car, mobile truck tanker-trailers, and/or related loading/unloading piping or other structures located on the premises of Gaylord Chemical Corporation in Bogalusa, Louisiana, occurring in and during the period from October 10, 1995 through October 25, 1995, as well as those family members of such persons who may themselves have claims arising out of injury to such persons.

The geographic boundaries of the Class are defined below. The definition includes a reference to the "City Rectangle" which will be defined as the area within the smallest rectangle which will encompass all of the City Limits of Bogalusa. The class boundaries will be the area within the following truncated wedge-shaped region: (i) begin at the southeast corner of the City Rectangle, and extend the line comprising the southern side of the City Rectangle until the point at which it reaches the Pearl River; (ii) then follow the western bank of the Pearl River northward until reaching the northeastern most point of the boot of Louisiana; (iii) from that point, draw a straight line to the confluence of Gully Creek, Upper Little Creek, and Kellers Creek in Marion County, Mississippi; (iv) from the confluence of those three creeks in Marion County, Mississippi, draw a straight line in a westerly direction to the intersection of State Highway 570 and U.S. Highway 51 in Pike County, Mississippi; (v) then from the intersection of State Highway 570 and U.S. Highway 51, draw a straight line to the southwestern corner of the City Rectangle, in Washington Parish, Louisiana; and (vi) continue east along the southern boundary of the City Rectangle until reaching the point of beginning at the southeastern corner of the City Rectangle.

The Class includes the following six subclasses: (i) bodily/personal injury claims (including loss of consortium); (ii) property damage claims (both real and personal property); (iii) economic losses (including, but not limited to, lost profits, lost wages, or business interruption); (iv) evacuation damages; (v) fear and fright claims; and (vi) punitive/exemplary damages.

The Class excludes all persons who have properly opted out of the Class by timely submitting an Opt-out Form. **IF YOU DID NOT TIMELY EXECUTE AN OPT-OUT FORM, YOUR ONLY POSSIBLE RECOVERY AGAINST THE COMPROMISING DEFENDANTS WILL BE THROUGH THE GLOBAL SETTLEMENT AGREEMENT.**

B. Settlement Funds

To resolve all Claims relating to the Incident, a settlement has been reached with Reliance Insurance Company in Liquidation ("Reliance") which has issued a Notice of Determination pursuant to which (a) an initial distribution of \$4,870,113 is anticipated to Class Members, plus (b) additional amounts only if and as any further assets of Reliance are recovered and liabilities known. In no event will the total distribution exceed \$12,620,565. Any amounts paid to individual Class Members are subject to all holders of liens, assignments, subrogations, encumbrances, garnishments or security interests and all other Persons who have a Claim derived from, or obtained any right or Claim from or through any Class Member. The settlement agreement stipulates that all Medicare liens on the recovery of any and all Class Members will be satisfied by a lump-sum payment of \$347,267.70 to Medicare, deducted from the initial amount distributed by Reliance. Percentage or amount-specific deductions for attorneys' fees and costs shall be submitted to the

Court for an Approval at the Fairness Hearing. These percentages or amounts shall be specified for both the initial amounts paid and any further payments under this Settlement Agreement.

You may participate in the distribution of the Settlement Fund if you are a Class Member, did not opt out, and filed a Proof of Claim in this class action no later than June 20, 2000 or were granted specific and special permission by the Louisiana Court to file a late Proof of Claim and became a Class Member. Filing a Proof of Claim form or being granted special permission by the Louisiana Court to file a late Proof of Claim to become a Class Member does not guarantee that you are eligible for compensation from the Settlement Fund.

C. Disbursement of Funds

If you have complied with all orders of the Louisiana Court, you may be eligible to receive a disbursement from the Settlement Fund, but all your present and future Claims against the Compromising Defendant are released and barred.

If you are an eligible Class Member, your award, if any, will be calculated by the Louisiana Special Master in accordance with the same methodology applied to the initial settlements that were made in this case.

You will be afforded an opportunity to object to your individual allocation, prior to disbursement of the Settlement Fund. No disbursement of the Settlement Fund shall be permitted, except in accordance with the 2014 Louisiana Settlement Agreement, unless and until the Final Settlement Date, or Effective Date, occurs.

D. Release of All Claims Arising from the Incident

If the 2014 Louisiana Settlement Agreement is finally approved at the Fairness Hearing, the approved settlement shall release and discharge the Compromising Defendant and its past, present or future parents, divisions, predecessors, affiliates, subordinates, subsidiaries, controlling persons, and all of their past, present or future shareholders, directors, officers, attorneys, employees, servants, heirs, administrators, successors, assigns, agents, and insurers in their capacity as insurers for the Compromising Defendant from any further liability to the Class Members arising out of the Incident, including all Claims for damages or remedies, including those that may be asserted by tutors, successions or legal representatives.

E. Settlement Payments Not Actually Received by Class Members

The settlement provides that amounts paid by the Court-Appointed Disbursing Agent (CADA) to class members but not actually received by identifiable claimants (given the passage of time and the prospect that claimants may have moved away, lost contact with counsel, etc.), will not revert or be returned to the Liquidator, but instead will either be reallocated to other claimants or otherwise made available for the benefit of the entire class. This will be a matter for the Court to decide, with appropriate input from the Special Master. Whether settlement payments distributed to but not received by certain claimants are reallocated to other claimants or otherwise made available for the benefit of the entire class, will depend on the amount of such undistributed funds.

On the one-year anniversary of the commencement of the distribution of funds, the settlement provides that Reliance will receive an accounting of the amount of such undistributed funds, and Reliance

will be given a credit in this same amount with respect to the remaining balance any future distributions under the Agreement.

5. WHAT DO I NEED TO DO TO PARTICIPATE IN THE SETTLEMENT?

You are not required to do anything at this time if you support the settlement and are a Class Member, did not opt out of the Class, filed a Proof of Claim form no later than June 20, 2000, as previously ordered by the Louisiana Court or were granted specific and special permission by the Louisiana Court to file a late Proof of Claim and became a Class Member. If you satisfy these requirements, you may participate in the benefits of the settlement. The PLC will act as your representative and counsel. All fees and costs incurred by the PLC shall be paid from the Settlement Fund. If you desire, you may retain your own attorney at your own expense, or you may also appear by your own authority. If you are a Class Member and the settlement is approved by the Louisiana Court in the Fairness Hearing, you will be bound by any judgment approving the settlement.

6. HOW DOES THE SETTLEMENT GET APPROVED?

The Louisiana Court has preliminarily approved the 2014 Louisiana Settlement Agreement. The Louisiana Court also issued, among others, the following additional orders: (1) that the firm of Bourgeois Bennett, LLC of Metairie, LA be named as Court-Appointed Disbursing Agent to assume supervisory responsibility for the Settlement Fund when deposited; (2) that this Long Form Notice be disseminated to the Class informing all Class Members of the impending Fairness Hearing; (3) that Bourgeois Bennett, LLP be appointed Class Settlement Notice Administrator; (4) that the 2014 Louisiana Settlement Agreement be maintained and made available for inspection by any Class Member at the Clerk's Office, at Twenty-Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana, and also may be reviewed online at <http://bogalusachemicalreleasela.com> weekdays during regular business hours 8:30 am. to 4:30 p.m. (Louisiana time); and (5) that the postmark deadline for the filing of any written objections to the settlement is not later than midnight of December 31, 2014, such written objections to be addressed to the Clerk of the Court, Twenty Second Judicial District Court, Washington Parish Courthouse, Franklinton, Louisiana 70438, In re: Chemical Release at Bogalusa.

The Louisiana Court will hold a Fairness Hearing on January 14, 2015, which will begin at 10:00 am. The Fairness Hearing will be held in the Courtroom of the Honorable Robert J. Burns, Twenty Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana.

At the Fairness Hearing, the Louisiana Court will consider whether the 2014 Louisiana Settlement Agreement with the Compromising Defendant should be granted final approval as fair, adequate, and reasonable and in the best interest of the Class as a whole. You may attend the Fairness Hearing if you wish, but you are not required to do so in order to participate in the settlement.

When the Fairness Hearing is completed, the Louisiana Court will also consider the final approval of the Louisiana Special Master's Report and Recommendation regarding the allocation protocol and necessary reserves, taking into account adjustments made by the Louisiana Special Master at the hearing. You may attend the Fairness Hearing if you wish, but you are not required to do so. You will be afforded an opportunity to object to your individual allocation, prior to disbursement of the Settlement Fund.

7. HOW CAN I OPPOSE OR COMMENT ON THE 2014 LOUISIANA SETTLEMENT AGREEMENT, OR THE LOUISIANA SPECIAL MASTER'S REPORT AND RECOMMENDATION?

If you have no objection to the 2014 Louisiana Settlement Agreement or the Louisiana Special Master's Report and Recommendation you do not need to do anything until the Louisiana Court provides further instruction. If the 2014 Louisiana Settlement Agreement is approved, you will receive a subsequent letter from the Louisiana Special Master containing additional instructions.

If you are a Class Member and have an objection to the 2014 Louisiana Settlement Agreement and/or the Louisiana Special Master's Report and Recommendation you must file a written statement providing your full name, address, telephone number, social security number, the reasons for your objection, if you are objecting to the settlement. This written statement must be sent to the Clerk of the Court, Twenty-Second Judicial District Court, Washington Parish Courthouse, Franklinton, Louisiana, 70438, In re: Chemical Release at Bogalusa, and **postmarked no later than midnight of December 31, 2014, or it will not be considered by the Louisiana Court.** If you receive any communications from the Clerk of the Court and/or the Louisiana Special Master and a response is required, you must comply with the request since the Clerk of the Court and/or the Louisiana Special Master is/are an arm(s) of the Louisiana Court and is/are acting under the Louisiana Court's authority.

If you are a Class Member who has timely filed a written objection to the 2014 Louisiana Settlement Agreement and/or the Louisiana Special Master's Report and Recommendation you may appear, either in person or through counsel retained at your own expense at the Fairness Hearing or the subsequent hearing on the Louisiana Special Master's Report and Recommendation to object to or comment on any term of the 2014 Louisiana Settlement Agreement and/or the Louisiana Special Master's Report and Recommendation. Class Members or their counsel who wish to appear at the Fairness Hearing or the subsequent hearing on the Louisiana Special Master's Report and Recommendation must make such a request in writing, postmarked no later than midnight of December 31, 2014, and mailed to the Clerk of the Court at the address listed in the previous paragraph. If you receive any communications from the Clerk of the Court and/or the Louisiana Special Master and a response is required, you must comply with the request since the Clerk of the Court and/or the Louisiana Special Master is/are an arm of the Court and is/are acting under the Louisiana Court's authority.

You will only have this one opportunity to object to this settlement, even though it provides that future settlement payments are possible. If you do not comply with the procedures and the deadlines stated herein, you will not be entitled to be heard at the separate Fairness Hearing, or to otherwise contest the approval of the 2014 Louisiana Settlement Agreement or the Louisiana Special Master's Report and Recommendation or to appeal from any orders or judgments of the Louisiana Court entered thereon.

The settlement and distribution of funds from the Settlement Fund are subject to the satisfaction of various conditions specified in the 2014 Louisiana Settlement Agreement. You will be afforded an opportunity to object to your individual allocation, prior to disbursement of the Settlement Fund.

8. THE LOUISIANA SPECIAL MASTER'S REPORT AND RECOMMENDATION FOR RESERVES, INCLUDING ATTORNEYS' FEES AND COSTS.

The Louisiana Court has preliminarily approved the Louisiana Special Master's Report and Recommendation that recommends the establishment of reserves for the (i) reimbursement of reasonable costs and expenses incurred for the benefit of the Class; and (ii) reasonable fees for services performed for the benefit of the Class, which shall be determined in accordance with applicable standards for such fees, including, as appropriate, consideration of the results achieved and the contingencies involved in the performance of such services, and which shall not exceed the amount of the reserves proposed and

preliminarily approved by the Louisiana Court. The Report recommends that the Louisiana Court reserve not more than 40% for attorneys' fees, 1% for class litigation costs and expenses, and 9% for class administrative costs and expenses, in connection with the initial Reliance distribution. Additionally, the Report recommends that, from any further Reliance distributions, the Louisiana Court reserve not more than 40% for attorney fees and not more than 10% to cover all administrative costs and expenses. The actual fees and costs will be decided in a subsequent hearing before the Court. Any amount remaining in any reserve shall supplement any other reserve which is found to be deficient and/or revert to the benefit of the Class.

9. WHERE DO I GET ADDITIONAL INFORMATION?

The foregoing is only a summary of the circumstances surrounding the litigation, the claims asserted, the 2014 Louisiana Settlement Agreement, and related matters. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in this litigation, which may be inspected on weekdays during regular business hours at the Clerk's Office, Twenty-Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana.

If you have any questions regarding the 2014 Louisiana Settlement Agreement, you may write to the Louisiana Special Master at P. O. Box 60600, New Orleans, Louisiana 70160, or you may call 504-840-3850 or 1-877-840-3850 weekdays during regular business hours. This telephone number will be staffed with personnel, under the supervision of the Louisiana Special Master, who can answer questions you may have regarding the settlement.

IMPORTANT DATES AND DEADLINES

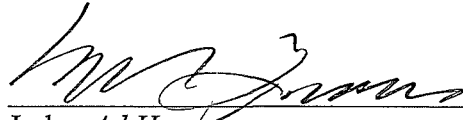
Written Objections Postmark Deadline December 31, 2014

Written Requests to Appear at the Fairness Hearings Postmark DeadlineDecember 31, 2014

Fairness Hearing Date: January 14, 2015 at 10:00 a.m. for consideration of the settlement followed by the final consideration of the Louisiana Special Master's Report and Recommendation.

Place: Courtroom of the Honorable Robert J. Burns, Twenty-Second Judicial District Court, Washington Parish Courthouse, Washington & Main Street, Franklinton, Louisiana.

Dated: November 14, 2014



Judge Ad Hoc
Twenty-Second Judicial District Court
Parish of Washington, State of Louisiana

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF COURT, EXCEPT THAT YOU MAY SUBMIT A WRITTEN NOTICE OF INTENT TO APPEAR AND/OR WRITTEN COMMENT OR OBJECTION TO THE CLERK OF COURT AS SET FORTH IN THIS NOTICE