

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into this 5th day of September, 2014, by and among Michael F. Consedine, Insurance Commissioner of the Commonwealth of Pennsylvania, in his official capacity as Liquidator of Reliance Insurance Company and Reliance Insurance Company (In Liquidation) (hereinafter collectively referred to as the "Liquidator"), and the Louisiana Class Members (as defined below). (The Liquidator and Louisiana Class Members shall be hereinafter collectively referred to as the "Parties" and individually as "Party"):

WHEREAS, by Order dated October 3, 2001, the Pennsylvania Commonwealth Court (the "PA Court") placed Reliance Insurance Company ("Reliance") into liquidation under Article V of the Insurance Department Act of 1921, as amended (40 P.S. §211 *et seq.*) (the "Act");

WHEREAS, on October 23, 1995, an explosion occurred at a chemical plant located in Bogalusa, Louisiana, operated by Gaylord Chemical Corporation ("Gaylord"), as a result of which oxides of nitrogen were released into the atmosphere causing damage to the surrounding areas and personal injury (the "Incident");

WHEREAS, a class action suit was filed in the State of Louisiana on behalf of approximately 16,600 individuals captioned In re Chemical Release at Bogalusa, No. 73, 341-C, Twenty-Second Judicial District, Washington Parish, Louisiana (the "Louisiana Court") and all cases consolidated therewith ("Louisiana Class Action");

WHEREAS, suit was also instituted in the State of Mississippi on behalf of an additional 4,000 individuals captioned In re Chemical Release, No. 251-96-000493-CIV, in the Circuit Court of Hinds County, Mississippi, First Judicial District, and all cases consolidated therewith ("Mississippi Action") (the Louisiana Class Action and Mississippi Action hereinafter collectively referred to as the "Actions");

WHEREAS, Bourgeois Bennett, LLC (“Bourgeois”) was appointed by the Louisiana Court to assist in Louisiana Class Action with the financial aspects of the settlement, allocation, and disbursement and other such related matters that the Louisiana Court may direct, with respect to funds allocated to the Louisiana Class Members;

WHEREAS, in addition to naming others as defendant, the Actions named as defendants Vicksburg Chemical Corporation (“Vicksburg”) and Gaylord;

WHEREAS, Reliance issued an excess umbrella liability policy No. NEA0116258 to Trans Resources, Inc., pursuant to which Vicksburg is an additional insured, with limits of \$10 million aggregate and per occurrence in excess of \$42 million underlying limits (the “Vicksburg Policy”);

WHEREAS, Reliance issued an excess umbrella liability policy No. NEA1628329 to Gaylord with limits of \$15 million per occurrence and in the aggregate, as part of a \$35 million layer excess of \$16 million underlying limits (the “Gaylord Policy”);

WHEREAS, ten Proofs of Claim were filed in connection with the Actions in the Reliance liquidation proceedings, as follows: (1) POC #2111837 filed by Gaylord, (2) POC #2098373 filed by Trans Resources, Inc., (3) POC #2102558 filed by Vicksburg, (4) POC #2102565 filed by Cedar Chemical Co., (5) POC #2098375 filed by TPR Investment Assoc., (6) POC #2098374 filed by Nine West Corp., (7) POC #2076268 filed by Arthur Abram, *et al.* on behalf of Mississippi Plaintiffs, (8) POC #2107241 filed by Arthur Abram, *et al.*, (9) POC #2085173 filed by Curtis Aaron, *et al.* on behalf of Louisiana Class Members, and (10) POC #2085242 filed by Curtis Aaron, *et al.* (the ten Proofs of Claim identified in this whereas clause and POC #2165683 hereinafter collectively referred to as the “POCs”);

WHEREAS, by settlement and agreement on or about March 2004 by and between *inter alia*, the Mississippi Plaintiffs (as defined below), the Louisiana Class Members and Gaylord, POC #2111837 was assigned by Gaylord to the Mississippi Plaintiffs and the Louisiana Class

Members and, therefore, POC #2165683 was created by the Liquidator to reflect the assignment by Gaylord of its POC #2111837 and the Liquidator issued a Notice of Determination (“NOD”) to POC #2111837 to Gaylord acknowledging the assignment of POC #2111837;

WHEREAS, by settlement and agreement on or about October 15, 2002, *inter alia*, Trans Resources Inc., Vicksburg, Cedar Chemical Co., TPR Investment Assoc. and Nine West Corp. assigned all their rights to insurance coverage under the Vicksburg Policy to the Mississippi Plaintiffs and Louisiana Class Members;

WHEREAS, the Liquidator and Louisiana Class Members desire to settle all claims arising out of the Incident, the Actions, and all claims asserted or which could have been asserted in the POCs;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, stipulate and agree as follows:

1. In addition to the terms defined above, the following terms shall have the meaning and definitions set forth below.
  - A. “Effective Date” means the latest date in which this Agreement was signed by all Parties.
  - B. “Louisiana Class Members” shall mean all Persons (or, in the case of minority, death or incapacity, their tutors, successions, or legal guardians or representatives) who have not properly excluded themselves from the class created and recognized in the Louisiana Class Action by the timely submission of a request for exclusion in the manner set forth in the legal notice of the pendency of a class action that was disseminated pursuant to the Court’s November 10, 1997 and July 30, 1999 Orders in the Louisiana Class Action which set forth the procedures certain individuals were

required to follow to exclude themselves from the class and avoid being bound by all orders and judgments entered in the Louisiana Class Action.

- C. “Mississippi Plaintiffs” shall mean all Persons who have asserted Claims in the Mississippi Action.
- D. “Claimants’ Counsel” shall mean the following attorneys representing the Louisiana Class Members pursuant to Court appointment as members of the Plaintiffs’ Liaison Committee in the Louisiana class action:

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

Each attorney identified is an attorney recognized by the Louisiana Court as counsel for the Louisiana Class Members as a class, and also represents one or more Persons (as defined below) pursuant to a contingency fee arrangement. Each such attorney warrants that he or she is authorized to enter into this Agreement on behalf of both the Louisiana claimants as a class and each Person he or she represents.

- E. "Person" or "Persons" shall mean any natural person, individual or entity defined to be a member of the Louisiana Class Members.
2. Within 14 days of the Effective Date, the Liquidator shall issue two Notices of Determination (NODs) for POC# 2165683 and POC# 2085173 for a total amount of Twelve Million Six Hundred Twenty Thousand Five Hundred Sixty Five Dollars (\$12,620,565),<sup>1</sup> broken down under the Gaylord and Vicksburg Policies with allowed amounts of Six Million Four Hundred Seventy Five Thousand Six Hundred Seventy Four Dollars and Sixty Three Cents (\$6,475,674.63) and Six Million One Hundred Forty Four Thousand Eight Hundred Ninety Dollars and Thirty Seven Cents (\$6,144,890.37).
  3. It is anticipated that the initial distribution that the Liquidator will make to the Louisiana Class Members on the NODs will be in or about the amount of Four Million Eight Hundred Seventy Thousand, One Hundred Thirteen Dollars (\$4,870,113).
  4. The Louisiana Class Members accept that the payment on the NODS will be made in accordance with applicable procedures for PA Court approval, distribution, and payment for similarly situated class (b) claimants, and applicable provisions of the Act, as a full and final settlement of all claims against the Liquidator. The Louisiana Class Members recognize and accept that both the amount which will actually be distributed pursuant to the NODs and the timing of distribution or distributions, are uncertain, and that it is not expected there will be a distribution of 100% of the amounts of all approved class (b) claims.

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<sup>1</sup> The Liquidator has entered into a global settlement with both Louisiana Class Members and the Mississippi Plaintiffs in connection with the chemical release at the Gaylord Chemical facility on October 23, 1995. The total amount of the global settlement is \$15.5 million, divided on the basis of 81.423% to the Louisiana Class Members and 18.577% to the Mississippi Plaintiffs. Hence, the total amount of the global settlement figure with the Louisiana Class Members is \$12,620,565.

5. Any amounts distributed by the Liquidator to Bourgeois but then not disbursed to the Louisiana Class Members, for whatever reason, either will be reallocated to other Louisiana claimants or made available for the benefit of class members under the *cy pres* doctrine as the Louisiana Court, with the assistance of the Louisiana Special Master, deems appropriate. However, at the one-year anniversary of the date of any distribution by the Liquidator to the Louisiana Class Members, Bourgeois will provide the Liquidator the amount that has been undisbursed to the Louisiana Class Members and the Liquidator will take a credit for the undisbursed amount against any future distributions by the Liquidator.
6. The Louisiana Class Members agree to accept the NODs as issued pursuant to this Agreement and further agree that they will not file any Objection to the NODs.
7. The Louisiana Class Members and Claimants' Counsel agree that any and all applicable medical, Medicare and/or other liens related to the Incident and Actions are to be paid on behalf of, and are the sole responsibility of, the Louisiana Class Members, with nothing further to be sought by them from the Liquidator. The Louisiana Class Members each further agrees to indemnify the Liquidator should Medicare seek recovery from the Liquidator, but only to the extent of the sum received by the Louisiana Class Member. Louisiana Class Members and Claimants' Counsel also recognize and agree that the Liquidator retains the right to hold any distribution as needed should Medicare make any claim. The Parties acknowledge a Letter Agreement executed on August 29, 2014, between the Louisiana Class Members and the Center for Medicare and Medicaid Services (CMS), whereby the remaining Medicare liens related to the Incident and Action are being resolved by a lump-sum payment of \$347,267.70 to CMS, on behalf of Medicare. The Parties further stipulate that the Court-Appointed Disbursing Agent, Bourgeois, on receipt of the initial settlement distribution from the Liquidator in or about the amount of \$4,870,113, shall deduct from these

funds the agreed settlement payment of \$347,267.70 and pay this amount to CMS by the end of April 2015 or this Agreement will be null and void and the Louisiana Class Members will return the full amount of the first distribution to the Liquidator. The Louisiana Members further agree that no disbursements of the settlement funds will be made to Louisiana Class Members or Claimants' Counsel until after Bourgeois make the lump-sum settlement payment to CMS in the amount of \$347,267.70 by end of April 2015.

8. In consideration of the respective Parties performance under this Agreement, the Louisiana Class Members, for themselves and respective heirs, executors, administrators, successors, trustees, assignees, beneficiaries, guardians, representatives, agents, attorneys, employees, insurers and subrogees, will upon receipt of their share of any distribution, hereby completely release and forever discharge the Liquidator, and its parents, subsidiaries, related and affiliated companies, their predecessors, successors, assigns, present and past directors, officers, attorneys, agents, employees, insureds and stockholders, both individually and in any other capacity and all other persons, firms, and corporations from any and all past, present, or future claims, demands, obligations, acts, causes of actions, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which Louisiana Class Members now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Incident, the Actions and POCs. In making disbursements to any of the individual Louisiana Class Members, Bourgeois will obtain appropriate documentation of received payments from each such individual receiving payment under this Agreement.
9. Each Party shall bear and be responsible for their own costs and attorneys fees incurred in connection with the POCs and in negotiating, drafting and executing this Agreement.

10. Nothing in this Agreement shall be deemed to be an admission of any fact or legal principal asserted with respect to the Incident, Actions and POCs.
11. The Louisiana Class Members and Claimants' Counsel represent and warrant that they have not assigned or transferred, nor purported to assign or transfer, any claim or any portion thereof, as released in this Agreement, or any interest therein.
12. Any dispute concerning interpretation or enforcement of this Agreement shall be subject to the jurisdiction of the Commonwealth Court of Pennsylvania.
13. The Parties acknowledge that they have had the opportunity to seek, and have sought, the advice of their own attorneys in connection with the negotiation and execution of this Agreement, that they specifically discussed with chosen counsel the meaning and effect of this Agreement, and that their own attorneys further participated in the drafting of this Agreement. Accordingly, the Parties understand the scope and effect of each and every provision contained herein.
14. This Agreement and any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed, without reference to the identity of the Party drafting this document or any part of it, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.
15. This Agreement may be executed in any number of counterparts and such counterparts may, at the option of the executing Party, be delivered by telefacsimile or portable document format ("pdf"), each of which shall be deemed to be an original but all of which shall constitute one and the same document.



- 16. The individuals executing this Agreement on behalf of each of the respective Parties warrant that they have the authority to bind said Party to the terms and conditions of the Agreement.
- 17. This Agreement constitutes the entire agreement between the Parties and may not be waived, altered or modified except by a writing agreement executed by all the Parties hereto.

On behalf Michael F. Consedine, Insurance Commissioner of the Commonwealth of Pennsylvania in his official capacity as Liquidator of Reliance Insurance Company and Reliance Insurance Company (In Liquidation)

By: David S. Brietling  
 David Brietling  
 Chief Liquidation Officer  
 Reliance Insurance Company (In Liquidation)  
 Three Parkway  
 Philadelphia, PA 19102

**LOUISIANA PLAINTIFFS' LIAISON COMMITTEE**

By: Ronnie G. Penton  
 RONNIE G. PENTON

Date September 16, 2014

By: Gerald E. Meunier  
 GERALD E. MEUNIER

Date Sept. 25, 2014

By: Reginald J. Laurent  
 REGINALD J. LAURENT

Date September 16, 2014

By: James S. Farmer  
 JAMES S. FARMER

Date September 16, 2014

By: \_\_\_\_\_  
 SUZETTE P. BAGNERIS

Date \_\_\_\_\_

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 David Brietling  
 Chief Liquidation Officer  
 Reliance Insurance Company (In Liquidation)  
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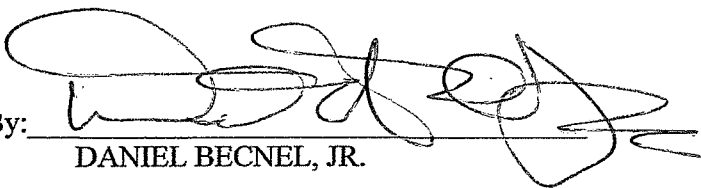
Date September 16, 2014

By: James S. Farmer  
 JAMES S. FARMER

Date September 16, 2014

By: Suzette P. Bagners  
 SUZETTE P. BAGNERIS

Date October 3, 2014

By:  Date 9/25/2014  
DANIEL BECNEL, JR.

By: \_\_\_\_\_ Date \_\_\_\_\_  
JOSEPH M. BRUNO

By:  Date 9/16/14  
ROY K. BURNS

By: Sondra A. Cheek Date 9/16/14  
SONDRA A. CHEEK

By: T.M.D. Date 9/16/14  
THOMAS M. DISCON

By: \_\_\_\_\_ Date \_\_\_\_\_  
CALVIN C. FAYARD

By: \_\_\_\_\_ Date \_\_\_\_\_  
PATTI DURIO HATCH

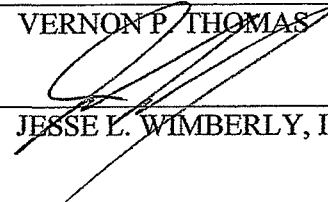
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DEBORAH M. SULZER

By: \_\_\_\_\_ Date \_\_\_\_\_  
DONNA U. GRODNER

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STEPHEN B. MURRAY

By: \_\_\_\_\_ Date \_\_\_\_\_  
WILLIAM PHILLIPS

By: \_\_\_\_\_ Date \_\_\_\_\_  
VERNON P. THOMAS

By:  Date 9/16/14  
JESSE L. WIMBERLY, III

By: \_\_\_\_\_  
DANIEL BECNEL, JR.

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By: \_\_\_\_\_  
JOSEPH M. BRUNO

Date Sept 32, 2014

By: \_\_\_\_\_  
ROY K. BURNS

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SONDRA A. CHEEK

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WILLIAM PHILLIPS

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VERNON P. THOMAS

Date Sept 22, 2014

By: \_\_\_\_\_  
JESSE L. WIMBERLY, III

Date \_\_\_\_\_

By: \_\_\_\_\_  
DANIEL BECNEL, JR.

Date \_\_\_\_\_

By: \_\_\_\_\_  
JOSEPH M. BRUNO

Date \_\_\_\_\_

By: ~~\_\_\_\_\_~~  
ROY K. BURNS

Date 9/14/14

By: *Sondra A. Cheek*  
SONDRA A. CHEEK

Date 9/16/14

By: *T.M.D.*  
THOMAS M. DISCON

Date 9/16/14

By: \_\_\_\_\_  
CALVIN C. FAYARD

Date \_\_\_\_\_

By: \_\_\_\_\_  
PATTI DURIO HATCH

Date \_\_\_\_\_

By: *Deborah M. Sulzer*  
DEBORAH M. SULZER

Date 9/24/14

By: \_\_\_\_\_  
DONNA U. GRODNER

Date \_\_\_\_\_

By: \_\_\_\_\_  
STEPHEN B. MURRAY

Date \_\_\_\_\_

By: *William Phillips*  
WILLIAM PHILLIPS

Date 9/29/14

By: \_\_\_\_\_  
VERNON P. THOMAS

Date \_\_\_\_\_

By: *Jesse L. Wimberly, III*  
JESSE L. WIMBERLY, III

Date 9/16/14

By: \_\_\_\_\_  
DANIEL BECNEL, JR.

Date \_\_\_\_\_

By: \_\_\_\_\_  
JOSEPH M. BRUNO


Date \_\_\_\_\_

By:   
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THOMAS M. DISCON

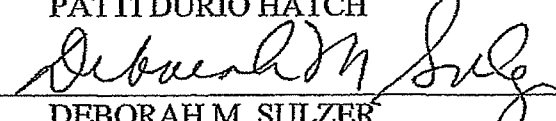
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By:   
CALVIN C. FAYARD

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By: \_\_\_\_\_  
PATTI DURIO HATCH

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By:   
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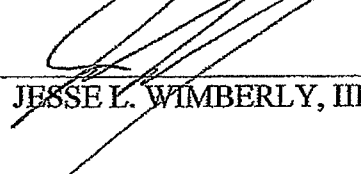
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WILLIAM PHILLIPS

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By: \_\_\_\_\_  
VERNON P. THOMAS

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By:   
JESSE L. WIMBERLY, III

Date 9/16/14

By: \_\_\_\_\_  
DANIEL BECNEL, JR.

Date \_\_\_\_\_

By: \_\_\_\_\_  
JOSEPH M. BRUNO

Date \_\_\_\_\_

By: ~~\_\_\_\_\_~~  
ROY K. BURNS

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By: Sondra A. Cheek  
SONDRA A. CHEEK

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Date 9/16/14

By: \_\_\_\_\_  
CALVIN C. FAYARD

Date \_\_\_\_\_

By: Patti Durio Hatch  
PATTI DURIO HATCH

Date 9-25-14

By: Deborah M. Sulzer  
DEBORAH M. SULZER

Date 9/24/14

By: \_\_\_\_\_  
DONNA U. GRODNER

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Date \_\_\_\_\_

By: \_\_\_\_\_  
VERNON P. THOMAS

Date \_\_\_\_\_

By: Jesse L. Wimberly, III  
JESSE L. WIMBERLY, III

Date 9/16/14

By: \_\_\_\_\_  
DANIEL BECNEL, JR.

Date \_\_\_\_\_

By: \_\_\_\_\_  
JOSEPH M. BRUNO

Date \_\_\_\_\_

By: ~~\_\_\_\_\_~~  
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By: \_\_\_\_\_  
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Date \_\_\_\_\_

By: \_\_\_\_\_  
PATTI DURIO HATCH

Date \_\_\_\_\_

By: *Deborah M. Sulzer*  
DEBORAH M. SULZER

Date 9/24/14

By: *[Signature]*  
DONNA U. GRODNER

Date 9/25/14

By: \_\_\_\_\_  
STEPHEN B. MURRAY

Date \_\_\_\_\_

By: \_\_\_\_\_  
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Date \_\_\_\_\_

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Date \_\_\_\_\_

By: *[Signature]*  
JESSE L. WIMBERLY, III

Date 9/16/14



By: \_\_\_\_\_  
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By: \_\_\_\_\_  
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Date 9/24/14

By: \_\_\_\_\_  
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Date \_\_\_\_\_

By: Stephen B. Murray  
STEPHEN B. MURRAY

Date 9/25/14

By: \_\_\_\_\_  
WILLIAM PHILLIPS

Date \_\_\_\_\_

By: \_\_\_\_\_  
VERNON P. THOMAS

Date \_\_\_\_\_

By: Jesse L. Wimberly, III  
JESSE L. WIMBERLY, III

Date 9/16/14

**CLASS REPRESENTATIVE SIGNATURES**

2014 SETTLEMENT AGREEMENT AND GENERAL RELEASE DATED SEPTEMBER 5, 2014 BY AND AMONG MICHAEL F. CONSEDINE, INSURANCE COMMISSIONER OF THE COMMONWEALTH OF PENNSYLVANIA, IN HIS OFFICIAL CAPACITY AS LIQUIDATOR OF RELIANCE INSURANCE COMPANY, AND RELIANCE INSURANCE COMPANY (IN LIQUIDATION) AND THE LOUISIANA CLASS MEMBERS

By my signature hereinafter I, as Class Representative in the Gaylord Chemical Release Litigation, do hereby agree and approve the 2014 Louisiana Settlement Agreement referred to above:

*Parker's Flower Company*  
BY: *William H. Parker, President* Date: *November 12, 2014*  
*William H. Parker, President*

BY: *Joyce Watkins* Date: *Nov. 12, 2014*  
*Joyce Watkins on behalf of William D. Watkins*

BY: *Mary Anna Watson Hartzog Staggs* Date: *Nov 14 2014*  
*MARY ANNA WATSON HARTZOG STAGGS*

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

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By my signature hereinafter I, as Class Representative in the Gaylord Chemical Release Litigation, do hereby agree and approve the 2014 Louisiana Settlement Agreement referred to above:

BY: Joe Dunaway Date: 11/12/14  
JOE DUNAWAY

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
TYRONE FREEMAN

BY: Leon Thomas per procurator Date: 11-13-14  
LEON THOMAS

Patricia K Lewis 01/6/10  
Estate of Alberta King  
BY: \_\_\_\_\_ Date: 11-12-14  
ALBERTA KING

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

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By my signature hereinafter I, as Class Representative in the Gaylord Chemical Release Litigation, do hereby agree and approve the 2014 Louisiana Settlement Agreement referred to above:

BY: Joe Dunaway  
JOE DUNAWAY

Date: 11/12/14

BY: Tyrone Freeman  
TYRONE FREEMAN

Date: 11/13/14

BY: \_\_\_\_\_  
LEON THOMAS

Date: \_\_\_\_\_

Patricia Lewis 0/6/14  
Estate of Alberta King

BY: \_\_\_\_\_  
ALBERTA KING

Date: 11-12-14

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**CLASS REPRESENTATIVE SIGNATURES**

2014 SETTLEMENT AGREEMENT AND GENERAL RELEASE DATED SEPTEMBER 5, 2014 BY AND AMONG MICHAEL F. CONSEDINE, INSURANCE COMMISSIONER OF THE COMMONWEALTH OF PENNSYLVANIA, IN HIS OFFICIAL CAPACITY AS LIQUIDATOR OF RELIANCE INSURANCE COMPANY, AND RELIANCE INSURANCE COMPANY (IN LIQUIDATION) AND THE LOUISIANA CLASS MEMBERS

By my signature hereinafter I, as Class Representative in the Gaylord Chemical Release Litigation, do hereby agree and approve the 2014 Louisiana Settlement Agreement referred to above:

BY: Deborah G. Harzog

Date: 11-13-14

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

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