IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LISA T. LEBLANC, ET AL. v. TEXAS BRINE, LLC ET AL.	CIVIL ACTION NO. 12-2059 AND CONSOLIDATED CASES SECTION A (5) HONORABLE JAY C. ZAINEY

SETTLEMENT AGREEMENT

This Settlement Agreement, dated February 28th, 2018 ("Agreement"), sets forth the terms and conditions agreed upon by the Parties for the settlement of this matter. This Agreement is intended by the Parties to fully, finally, and forever settle and release the Claims, subject to the terms and conditions herein. The Parties recognize additional documents will be required in order to implement the Agreement. The Parties agree to work in good faith to present to the Court all documents needed to implement the Agreement and agree that, in the absence of agreement by the Parties with respect to such documents, the Court shall resolve disputes between the Parties consistent with the terms of this Agreement.

ARTICLE I
RECITALS

1.1. WHEREAS, on August 3, 2012, a sinkhole occurred on property owned by Occidental Chemical Corporation near the Oxy-Geismar No. 3 brine well in Assumption Parish, Louisiana, near the intersection of Bayou Corne and LA Highway 70.

1.2. WHEREAS, Class Counsel has concluded that it is in the best interests of the Class Members to compromise, settle and release the Claims asserted, or that could have been asserted, against Occidental and Vulcan in consideration of the terms and benefits of the Agreement. After arm's length negotiations, Class Counsel have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the potential for prevailing on the merits; (4) the range of possible recovery and certainty of damages; and (5) the existing rulings of the Court; and have determined the Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

1.3. WHEREAS, Occidental and Vulcan have concluded that it is in their interests to compromise and settle the Claims asserted, or that could have been asserted, against them, in consideration of the terms and benefits of the Agreement. After arm's length negotiations, Occidental and Vulcan and their counsel have considered, among other things: (1)

the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the burdens of litigation; (4) the potential for prevailing on the merits; and (5) the range of possible recovery and certainty of damages; and have determined the Agreement is fair, reasonable, adequate and in their best interests.

1.4. WHEREAS, this Agreement sets forth the terms and conditions agreed upon to settle and resolve all Claims of the Class Members that have been or could have been made against the Released Parties, which shall be resolved and dismissed with prejudice in accordance with the terms of this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE II
DEFINITIONS

For purposes of this Agreement, terms with initial capital letters have the meanings set forth below:

2.1. "Action" means *Leblanc, et al. v. Texas Brine Company, LLC*, No. 12-2059 and consolidated cases, United States District Court for the Eastern District of Louisiana.

2.2. "Administrative Costs" means all costs associated with the implementation and administration of the notice, allocation and claims processes contemplated by this Agreement, including without limitation Court-approved compensation and costs associated with the Administrator, including any vendors, experts or legal counsel retained by the Administrator, costs of the Notice Program(s), costs of establishing, implementing and administering the claims process, costs of the Claims Program, costs of establishing and operating the Settlement Fund, costs of distributing the Settlement Payment, and all other costs and compensation associated with the implementation and administration of this Agreement, as set forth in this Agreement.

2.3. "Administrator" means a settlement administrator, special master, or other person appointed by the Court to oversee the Notice Program and the allocation and distribution of the Settlement Payment to Class Members.

2.4. "Center Of The Sinkhole" means the following GPS coordinates: Northing = 549,565.98'; Easting = 3,341,072.17'; Lat.(DMS) = N030° 00' 39.8305"; Long. (DMS) = W091° 08' 34.8117".

2.5. "Claims" means all past, present, and future claims of any nature whatsoever arising from or related to the Sinkhole Occurrence and related acts and/or omissions, including all liabilities, demands, causes of action, rights of action, complaints, lawsuits, regulatory proceedings, obligations, responsibilities, assertions, allegations, entitlements, expectations, demands, debts, expert opinions, interventions, assigned claims, cross-claims, third-party claims, subrogation claims, arbitration or mediation demands, injunctive claims and/or obligations of any kind or character, known or unknown, foreseen or unforeseen, asserted or unasserted, made or which could have been made or which could be made in the future, existing or contingent, whether at law or in equity, whether sounding in, grounded in or based

upon or in tort, contract, quasi-contract, equity, third-party beneficiary, citizen suit, obligation, nuisance, trespass, negligence, gross negligence, negligence per se, servitude law, mineral law, lease law, strict liability, absolute liability, unjust enrichment, intentional or deliberate conduct, derivative or vicarious liability, vicinage, abuse of rights and/or any past, present or future law, statute, standard, jurisprudence, regulation or other legal theory or basis of liability whatsoever, whether local, state or federal, and whether for compensatory damages, special damages, punitive damages, exemplary damages, bad faith damages, property damages, mitigation, loss of income, lost profits, future income, specific performance, injunction, lost rental value, lost rentals, loss of business or business opportunities, breach of contract, lost royalties, loss of land, subsidence, lost property value, diminution in property value, clean-up claims, costs, taxes, remediation, restoration, removal expenses, response costs, investigation costs, pollution, corrective action, loss of use, economic damages, stigma damages, natural resource damages, environmental damages, groundwater, surface-water and/or soil contamination, environmental monitoring, attorney fees, litigation or investigation expenses, experts or consultant fees or costs and/or any other loss, damage, cost, fine, penalty, tax, fee or expense of any kind whatsoever.

2.6. "Claims Program" means the program to distribute the Settlement Payment to the Class Members, as described in Article IV.

2.7. "Class" or "Class Members" means any person or entity (a) who are or were, at or after the time of the Sinkhole Occurrence, owners of, and any person or entity holding the right to sue on behalf of owners of, uninhabited land, including land with camps or structures that are not occupied as permanent residences, within a two mile radius of the Center Of The Sinkhole, including owners of, and any person or entity holding the right to sue on behalf of owners of, the Hebert Tracts; and (b) the following businesses: Tee's Silk Screening, Cutting Edge Hair Salon, Laser Construction, Brenda Romero, Automotive Remodeling Service, Town & Country Holding Company, LLC, Beryl Gomez Realty, and Cajun Land Realty. The persons and entities specifically listed in Exhibit A hereto are excluded from the Class.

2.8. "Class Counsel" means Fayard & Honeycutt, APC, and Martzell Bickford & Centola APC.

2.9. "Court" means the United States District Court for the Eastern District of Louisiana, in *Leblanc, et al. v. Texas Brine Company, LLC*, No. 12-2059 and consolidated cases, Judge Jay Zainey, presiding.

2.10. "Effective Date" means the date on which the approval order described in Section 7.6 becomes Final.

2.11. "Final," with respect to any order of the Court, means an order for which either of the following has occurred: (1) the day following the expiration of the deadline for appealing the entry of the order, if no appeal or writ is filed, or (2) if an appeal of the order is filed, the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for writ of certiorari) affirm such order, or deny any such appeal or petition for writ of certiorari.

2.12. "Hebert Tracts" means the following property descriptions:

- Tract H-1: A certain tract or parcel of land being the East Half of the East Half of the Northwest Quarter (E/2 of E/2 of NW/4) of Section 39, Township 12 South, Range 13 East, Assumption Parish, Louisiana, containing 40.19 acres; and

- Tract H-2: A certain tract or parcel of land located in the Southwest corner of the Northeast Quarter of Section 40, Township 12 South, Range 13 East, Assumption Parish, Louisiana, containing 22.50 acres, bounded now or formerly as follows: North and East by Dugas & Leblanc, Ltd., South by Estate of Gus J. LaBarre, and West by Dugas & Leblanc, Ltd. and the Estate of Militus Babin.

2.13. "Individual Release" means a Class Member's individual release of claims, described in Article V, the form of which is attached as Exhibit C.

2.14. "Notice Program" means any and all notice to Class Members ordered by the Court in relation to this Agreement, including any reminder notices and termination notices.

2.15. "Occidental" means Occidental Chemical Corporation, Occidental Petroleum Corp., OXY USA, Inc., Basic Chemical Company, LLC, and Occidental VCM, LLC, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Occidental Chemical Corporation Occidental Petroleum Corp., OXY USA, Inc., Basic Chemical Company, LLC, and/or Occidental VCM, LLC), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

2.16. "Opt-Outs" means those persons who meet the definition of Class Members, but who timely and properly exercise their rights to opt out of the Class and therefore are not Class Members, as described in Article VIII.

2.17. "Opt-Out Conditions" means the conditions set forth on Exhibit B to this Agreement, the occurrence of which shall give rise to the right of Occidental or Vulcan to terminate this Agreement in accordance with Article IX.

2.18. "Parties" means Occidental, Vulcan, and the Class.

2.19. "Released Parties" means Occidental and Vulcan.

2.20. "Settlement Fund" means the interest-bearing escrow account established for the benefit of the Class to receive the Settlement Payment to be established at Whitney National Bank, unless otherwise agreed to by all the parties and administered in accordance with the Settlement Agreement and pursuant to the applicable regulations of the United States Internal Revenue Service regarding qualified settlement funds.

2.21. "Settlement Payment" means the sum of $10,000,000 (ten million) U.S. dollars ("USD") paid by, or on behalf of, Occidental and Vulcan to resolve the Claims.

2.22. "Sinkhole Occurrence" means the multi-acre sinkhole that occurred on or about August 3, 2012 near the Oxy-Geismar No. 3 brine well in Assumption Parish, Louisiana, in the general vicinity of Bayou Corne and Louisiana Highway 70, including any associated subsidence, other earth movement or geological activity.

2.23. "Texas Brine" means Texas Brine Company, LLC, Texas United Corporation, and United Brine Services Company, LLC, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Texas Brine Company, LLC, Texas United Corporation, and/or United Brine Services Company, LLC), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

2.24. "Vulcan" means Legacy Vulcan, LLC, Vulcan Chloralkali, LLC, Legacy Vulcan, LLC f/k/a Legacy Vulcan Corp. f/k/a Vulcan Materials Company, Vulcan Chemicals Investments, LLC, and Vulcan Materials Company, a New Jersey Corporation incorporated on or about February 14, 2007, including and/or together with, their respective predecessors, successors, parents (whether direct or indirect), owners, affiliates, subsidiaries (whether direct or indirect), unincorporated divisions, operating companies, divisions, assigns, joint venturers, claims administrators, and insurers, reinsurers, excess insurers, and underwriters (all in their capacity as such for Legacy Vulcan, LLC, Vulcan Chloralkali, LLC, Legacy Vulcan, LLC f/k/a Legacy Vulcan Corp. f/k/a Vulcan Materials Company, Vulcan Chemicals Investments, LLC, and/or Vulcan Materials Company, a New Jersey Corporation incorporated on or about February 14, 2007), and any of their current and former employees, officers, directors, managers, shareholders, stockholders, agents, attorneys and representatives, individually and collectively, together with any of their respective predecessors and successors in interest.

ARTICLE III
SETTLEMENT PAYMENT

3.1. Occidental and Vulcan shall make, or have another make on their behalf, the Settlement Payment to resolve the Claims. After making the Settlement Payment, Occidental and/or Vulcan shall not be required to make, or have another make on their behalf, any further payments pursuant to this Agreement.

3.2. Under no circumstances shall Occidental and/or Vulcan have any liability for amounts in excess of the Settlement Payment. All damages to Class Members, attorneys' fees and costs, common benefit fees and expenses, and Administrative Costs shall be paid from the Settlement Payment.

ARTICLE IV
DISTRIBUTION OF SETTLEMENT PAYMENT

4.1. Claims Program. Subject to the terms and conditions herein, Class Counsel shall make arrangements to establish a Court-supervised Claims Program for the Class members.

(a) Class Counsel shall, within [14] days of filing of this Agreement, recommend to the Court a person to serve as the Administrator, subject to Court approval. In the absence of agreement by Vulcan and Occidental, the Court shall select the Administrator. Neither Vulcan nor Occidental shall have any liability for any damages arising from any actions or omissions of the Administrator.

(b) The Administrator shall develop the Claims Program, subject to the approval of the Court, and shall implement the Claims Program subject to Court supervision. The Claims Program shall take into account the nature and size of the property or business owned by a Class Member, the distance of such property or business from the Center of the Sinkhole, the Class Member's percentage ownership of the property or business, and any other factors the Administrator deems appropriate.

(c) Class Counsel and/or the Administrator shall consult with Occidental and Vulcan on the Claims Program, including on issues such as periodic reporting of summary claims data and receipt of electronic copies of executed Individual Releases. Occidental and Vulcan shall be entitled to standard reports of claims data and may request additional information.

(d) The Claims Program is intended to distribute funds remaining after Administrative Costs have been paid. Distribution of the Settlement Payment under the Claims Program shall not occur until after the Effective Date occurs and the order approving the Claims Program is Final. The fact that the Court retains jurisdiction, after the Effective Date occurs and the order approving the Claims Program is Final, to oversee the Claims Program or other aspects of the administration of the Settlement Fund, shall not impact the timing of distribution of the Settlement Payment.

(e) In the event that funds remain in the Settlement Fund following implementation of the Claims Program in accordance with the orders of the Court, Class Counsel shall make a proposal, subject to the review and approval of the Court, for the distribution of the remaining funds to the Class Members, or for the distribution of funds *cy pres*, or for such other distribution as the Court may approve. Class Counsel may seek the assistance of the Administrator in making the proposal for the distribution of remaining funds.

(f) Neither Occidental nor Vulcan shall have any responsibility or liability whatsoever for the Claims Program or the distribution or method of distribution of the Settlement Payment.

4.2. Administrative Costs. Subject to the supervision of the Court, the Administrator shall disburse funds as needed from the Settlement Fund to cover Administrative

Costs. Funds may be disbursed to cover Administrative Costs beginning as soon as the Settlement Payment is made into the Settlement Fund.

4.3. Attorneys' Fees.

(a) Subject to Court approval, all common benefit fees and all common benefit expenses incurred in connection with prosecuting this Action, will be paid by the Administrator from the Settlement Fund. The Released Parties shall not be responsible for the payment of any common benefit fees, common benefit expenses or other costs/expenses above or beyond the funds in the Settlement Fund

(b) Class Counsel and the Released Parties have made no agreement regarding what the award of common benefit fees and expenses should be.

(c) Class Counsel shall prepare and file with the Court a common benefit fee application, specifying the total amount of costs and fees it seeks for (i) the reimbursement of reasonable costs and expenses incurred for the benefit of the Class, and (ii) the 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. Class Counsel shall comply with the provisions of FRCP 23(h) in regard to the fee application.

(d) The Parties acknowledge and agree that neither Class Counsel, nor other attorneys who have represented the Class Members, nor Class Members, nor their respective agents, assigns, successors, creditors, lienholders, claimants or representatives, shall have any claim whatsoever against the Released Parties for payment of attorneys' fees, expenses or other costs, other than the common benefit fees and expenses described in this Agreement, which shall be paid from the Settlement Fund.

(e) In the event any dispute arises out of the allocation of such common benefit fees and expenses, the Parties agree that the Released Parties are not responsible for any liability, costs or expenses related thereto, and the Released Parties shall in no circumstance have any liability for costs or expenses above and beyond the funds in the Settlement Fund.

4.4. Timing of Distributions. After the Effective Date, distributions to Class Members shall occur as soon as practicable, or in a timeframe ordered by the Court, consistent with the terms and conditions of this Agreement.

4.5. Appeal of Distributions. The Administrator's decisions with respect to the amount of the Settlement Payment to be distributed to each Class Member making a claim under the Claims Program may be appealed to the Court or to a Special Master or Magistrate designated by the Court to hear any appeals.

4.6. Class Representative Incentive Award. Class Counsel intends to make an application for an incentive award to Class Representatives not to exceed $5,000.00 each contemporaneous with the application for an award of attorneys' fees, costs and expenses.

4.7. Administration and Funding of Settlement Payment.

(a) The Settlement Payment shall be placed in the Settlement Fund. The Settlement Fund, including all accounts and subaccounts thereof, shall be treated as (i) a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, et seq., and (ii) a qualified settlement fund or other analogous fund described in any other applicable local, state or foreign law (as described in (i) or (ii), a "QSF"). The Administrator shall be the administrator of the QSF pursuant to Treas. Reg. § 1.468B-2(k)(3) and any other applicable law and shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under 26 U.S.C. § 468B and any analogous provisions of local, state or foreign law, including, but not limited to, the obtaining of an employer identification number for the Settlement Fund, the filing of all required tax returns in accordance with Treas. Reg. § 1.468B-2(k)-(l), any required withholding of tax, the payment of any taxes (including estimated taxes) and associated penalties, interest or additions for which the Settlement Fund may be liable, and responding to any questions from or audits regarding such taxes by a tax authority. In cooperation with the Released Parties, Class Counsel and the Administrator shall be responsible for and take all steps necessary for establishing and treating the Settlement Fund as a QSF and, to the fullest extent permitted by applicable law, shall not take a position (nor permit an agent to take a position) in any filing or before any tax authority inconsistent with such treatment. Class Counsel and the Administrator shall treat the Settlement Fund as a QSF from the earliest possible date, including through the making of a "relation-back" election as described in Treas. Reg. § 1.468B-1(j)(2) with respect to the Settlement Fund and any analogous election under other applicable law.

(b) Vulcan and Occidental shall pay, or have paid on their behalf, into the Settlement Fund, the Settlement Payment ($10,000,000) within 60 days of the filing of this Agreement with the Court or within 30 days of the establishment of the Settlement Fund, whichever is later.

(c) The Administrator shall maintain and oversee the Settlement Fund. If any dispute arises with respect to the maintenance and oversight of the Settlement Fund or the scope and responsibilities of the Administrator, the Court will resolve the matter consistent with the terms of this Agreement.

(d) The Settlement Payment shall be held in the Settlement Fund until distribution, except that approved Administrative Costs may be disbursed from the Settlement Fund before the Effective Date. Upon the Effective Date, all income earned on money held in the Settlement Fund, net of taxes, shall be subject to allocation by the Administrator.

(e) The Settlement Fund shall indemnify Occidental and Vulcan for (i) all taxes imposed on the income earned by or with respect to the Settlement Fund and (ii) any interest, penalties, or additions associated therewith. Without limiting the foregoing, the Administrator shall reimburse Occidental and Vulcan from the Settlement Fund for any such taxes, interest, penalties, or additions to the extent they are imposed on or paid by Occidental and Vulcan for any period during which the Settlement Fund does not qualify as a QSF. Occidental and Vulcan shall have no responsibility for the establishment of the Settlement Fund, the maintenance of the Settlement Fund, the payment of taxes on income earned by or with respect

to the Settlement Fund, the receipt of an employer identification number for the Settlement Fund, the preparation, filing or transmittal of any tax returns or statements required to be prepared, filed or transmitted by the Administrator with respect to the Settlement Fund, the withholding of any amounts required to be withheld on the distribution of the Settlement Fund or the distribution of the Settlement Fund or the administration of the Agreement. Class Counsel and the Administrator are solely responsible for all aspects of the Settlement Fund.

ARTICLE V
RELEASE OF CLAIMS.

5.1. Release of Claims. In consideration of the Settlement Payment and the terms and conditions of this Agreement, the Class Members and Class Counsel agree that, upon the Effective Date, the Final order and judgment approving the Agreement shall operate as a release of the Released Parties by each Class Member, of any and all Claims, releasing, waiving, acquitting, and forever discharging, the Released Parties from, and covenanting not to sue the Released Parties regarding, any and all Claims.

(a) Class Counsel, on behalf of the Class, acknowledges that the release provided for herein will be, and may be raised as, a complete defense to and will preclude any action or proceeding against the Released Parties regarding any Claims.

(b) In connection with the release provided for herein, Class Counsel acknowledges on behalf of the Class that claims presently unknown or unsuspected, or facts in addition to or different from those now known or believed to be true with respect to the matters released herein, may be discovered. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all such matters, and all Claims relating thereto, that hereafter may exist, or might have existed with respect to the Claims.

5.2. Individual Release. In order to receive a payment from the Settlement Fund, Class Members shall execute an "Individual Release" in the form attached as Exhibit C. An Individual Release must be signed by a handwritten signature of the Class Member, in the presence of 2 witnesses, and notarized. The Parties recognize that any Class Members who may be allocated amounts under the settlement agreement, but whose allocations remain unclaimed, will not provide any Individual Release.

ARTICLE VI
NO ADMISSION OF LIABILITY.

6.1. The Parties agree that the negotiation and execution of this Agreement, or any payments made thereunder, are to compromise disputed claims and are not an admission of wrongdoing, non-compliance, or liability. Occidental and Vulcan deny all allegations of any wrongdoing, fault, non-compliance, and liability, and deny causing any damage associated with the Sinkhole Occurrence.

6.2. Regardless of whether the Agreement is approved in any form by the Court, not consummated for any reason, or otherwise terminated or canceled, this Agreement and all documents related to the Agreement (and all negotiations, discussions, statements, acts, or proceedings in connection therewith) shall not be offered or received against any Party as

evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Party with respect to the truth of any fact alleged or the validity of any claim that was or could have been asserted against Occidental or Vulcan arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Sinkhole Occurrence, or of any liability, negligence, recklessness, fault, or wrongdoing of Occidental or Vulcan, or construed against any Party as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

ARTICLE VII
SETTLEMENT APPROVAL

7.1. Approval.

(a) The Parties agree to take all actions reasonably necessary for preliminary and final approval of the Agreement, and approval of the additional documents described herein.

(b) Pursuant to Section 7.5 below, on or before March 6, 2018, Class Counsel shall file with the Court a motion for preliminary approval of this Agreement, unless the Parties agree to a different schedule for the filing of such motion.

(c) The Parties agree to take all actions necessary to obtain final approval of this Agreement and entry of Final orders dismissing the Released Parties from the Action with prejudice and dismissing and/or releasing the Claims against Occidental and Vulcan with prejudice.

(d) Certification of the Class is for settlement purposes only, and Occidental and Vulcan reserve all arguments against certification of a litigation class, and reserve all other rights, including but not limited to rights regarding the applicable statute of limitations, prescriptive period or peremptive period.

7.2. Cooperation.

(a) Occidental and Vulcan agree to reasonably cooperate in seeking approval of this Agreement and satisfaction of all conditions precedent to the occurrence of the Effective Date of this Agreement.

7.3. Class Notice.

(a) The Notice Program shall be as approved by the Court to meet all applicable Fed. R. Civ. P. 23 notice requirements; shall include individual mailed notice where practicable; and shall include a website and toll-free number.

(b) Class Counsel shall propose the Notice Program, and Class Counsel shall submit the Notice Program to the Court for its approval. The Notice Program shall include a description of the Claims Program prepared by the Administrator and the manner in which Class Members may submit claims for payment. The Notice Program shall be subject to

review and approval by Occidental and Vulcan, which approval shall not be unreasonably withheld.

7.4. Objections.

(a) Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Agreement ("Objector") must file a written objection ("Objection Form") with the Court and mail a copy to Class Counsel, Occidental, and Vulcan, at the addresses set forth below in Section 11.4. The Notice Program shall specify a deadline, not less than 30 days from the commencement of the Notice Program, for the filing and post-marking of the mailings of objections. Class Counsel shall propose the Objection Form, subject to review and approval by Occidental and Vulcan. Objectors must set forth in the Objection Form their full name, telephone number, email address, provide proof of membership in the Class, and provide a description of any property wholly or partially located within the Class area in which they have an ownership interest. In addition to the above, Objectors must state in their Objection Form the reasons for objecting, and a statement whether the Objector intends to appear in Court at any final fairness hearing either with or without separate counsel. Subject to the Court's discretion, any Class Member shall be entitled to be heard in Court at any hearing (whether individually or through separate counsel), or to object to the Settlement Agreement, provided that such Class Member submits written notice of the Class Member's objection in compliance with the deadline and other requirements specified in this Section 7.4, and in the Notice Program. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections.

(b) Class Counsel agrees not to represent any Objectors to this Settlement Agreement.

7.5. Preliminary Approval Order. Promptly after this Agreement is executed, Class Counsel shall, in consultation with Occidental and Vulcan, prepare and file with the Court a motion for preliminary approval of this Agreement requesting that the Court:

(a) Preliminarily confirm the class representatives proposed by Class Counsel;

(b) Preliminarily certify the Class for settlement purposes only;

(c) Preliminarily approve the Agreement as fair, reasonable, and adequate; and

(d) Find that the Notice Program proposed by the Administrator and/or Class Counsel satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(e) Set forth procedures and deadlines associated with the notice process and fairness hearing;

(f) Issue an injunction permanently barring and preventing each and all Class Members from prosecuting against the Released Parties any Claims or bringing any subsequent claims or causes of action in law or in equity that arise from, or are related to,

directly or indirectly, the Claims and/or Sinkhole Occurrence. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

7.6. Final Approval. Class Counsel, on behalf of the Class Members, shall seek the following Final order of the Court that:

(a) Confirms the class representatives proposed by Class Counsel;

(b) Certifies the Class for settlement purposes only;

(c) Approves the Agreement as fair, reasonable, and adequate;

(d) Incorporates the terms of this Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties to interpret, implement, administer and enforce the Agreement in accordance with its terms;

(e) Approves the Settlement Fund, finds that the Settlement Fund is a QSF, and provides that the Settlement Fund is subject to the continuing jurisdiction of the Court in accordance with the terms of this Agreement;

(f) Finds that the Notice Program, as carried out by the Administrator, satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(g) Permanently bars and enjoins the Class and each Class Member from commencing, asserting, and/or prosecuting any and all Claims against the Released Parties;

(h) Dismisses the Released Parties from the Action with prejudice; and

(i) Dismisses with prejudice and releases all of the Claims asserted by, or that could have been asserted by, the Class Members against the Released Parties.

ARTICLE VIII
OPT-OUTS

8.1. To validly exclude themselves and opt-out from the Class, a Class Member must, no later than a date to be determined by the Court (the "Opt-Out Deadline"), submit a written request to opt-out that complies with applicable instructions set forth in this Agreement and the Notice Program. A written request to opt out must be signed with the handwritten signature of the person (or representative of the entity) opting out. Such handwritten signature may be scanned and/or submitted in PDF form or by fax.

8.2. Class Counsel, Occidental, and Vulcan shall be provided with identifying information on Opt-Outs on a weekly basis. Fourteen (14) days after the Opt-Out Deadline , the Administrator and/or Class Counsel shall provide to Occidental and Vulcan information showing the identity of all of the Opt-Outs, and information showing the location of and percent ownership interest of any Opt-Out in any properties located wholly or partially within 2 miles of the Center Of The Sinkhole and/or any of the businesses set forth in Section 2.7.

8.3. All Class Members who do not timely and properly opt out shall in all respects be bound by all the terms of this Agreement and the Final order(s) with respect to the Class contemplated herein, and shall be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action based on any Claim against any of the Released Parties in any court, arbitration tribunal, or administrative or other forum.

8.4. Class Counsel agrees not to represent any Opt-Outs to this Agreement.

ARTICLE IX
TERMINATION OF AGREEMENT

9.1. In the event that any of the Opt-Out Conditions set forth in Exhibit B is satisfied, Vulcan or Occidental may jointly elect, in writing, to terminate this Agreement within 14 days after all Opt-Out data has been made available to Vulcan and Occidental, as set forth in Section 8.2 above. The Opt-Out Conditions set forth in Exhibit B shall be submitted to the Court under seal, and shall otherwise be kept confidential and not made available to Class Members or the public.

9.2. At the written election of Occidental or Vulcan, this Agreement shall become null and void and shall have no further effect in the event that:

(a) The Effective Date of this Agreement cannot occur; or

(b) The Court declines to enter the order(s) described in Sections 7.5 and 7.6 or any such order(s) described in Section 7.6 fails to become Final. However, Vulcan, Occidental, and Class Counsel may upon mutual written agreement, waive this provision and accept the order(s) of the Court as entered and thus waive one or more of the provisions of Sections 7.5 or 7.6.

9.3. Effect of Termination. In the event the Agreement is terminated in whole or in part, this Agreement shall become null and void *ab initio*, and shall not be offered into evidence or used in this or any other action for any purpose, including, but not limited to, in support of or opposition to the existence, certification or maintenance of any purported class. If this Agreement terminates, the Parties shall be restored to their positions as they existed prior to the execution of the Agreement, and all funds including income of any kind, less Administrative Costs then incurred, and then remaining in the Settlement Fund, or in any other account holding funds from the Settlement Payment, shall be returned to Occidental and Vulcan as soon as practicable; provided, however, that the Administrator shall have authority to pay from the Settlement Fund any Administrative Costs reasonably incurred in connection with winding down the implementation of this Agreement. Any such costs and costs of any termination notice approved by the Court shall be deducted from the funds in the Settlement Fund prior to any funds being returned. If this Agreement terminates, Class Counsel, Occidental, and Vulcan shall jointly move the Court to vacate any preliminary approval order entered with respect to this Agreement and any of the orders described in Sections 7.5 or 7.6 if any such orders have been entered.

ARTICLE X
PROTECTION AGAINST CLAIMS

10.1. The Class Members agree that they shall not seek to execute, enforce, or collect upon any judgment (whether for money damages, injunctive relief, or any other form of relief) or any portion of any judgment against Texas Brine if the ultimate effect (whether direct or indirect) of any such action would create in Texas Brine any right to any claim or recovery, including any claim for or right to contribution, indemnity, subrogation, comparative fault, joint/several liability, or recovery under any legal, contractual, or equitable theory, against the Released Parties in any way relating to the Class Members' property or business, the Sinkhole Occurrence or the Claims, or would otherwise cause any payment of any sums of money or other consideration, directly or indirectly, by any Released Party relating to the Class Members' property or business, the Sinkhole Occurrence, or the Claims.

10.2. In the event that the Released Parties are required to pay money as a result of Texas Brine obtaining a final judgment against any Released Party, under any theory of recovery (including indemnity, contribution, subrogation, comparative fault, joint/several liability, contract, tort or any other legal, contractual or equitable theory), on any claim by Texas Brine against the Released Parties arising from any claims asserted by any Class Members against Texas Brine, the Class Members agree to indemnify the Released Parties up to the amount that the Class Members have recovered from Texas Brine on such claims, with each Class Member's obligation not to exceed the amount recovered by that Class Member.

10.3. The Class Members agree that any future settlement of any Claim with Texas Brine shall include Texas Brine's express, written agreement that (i) Texas Brine shall not pursue (whether through indemnity, contribution, subrogation, comparative fault, joint/several liability, or any other legal, contractual, or equitable theory) and shall release the Released Parties from any claim for the recovery of any payment or other liability Texas Brine pays or incurs (or is liable to pay or incur) pursuant to the terms of the settlement of any Claim with Class Members; (ii) that Texas Brine represents and warrants that it has not assigned and shall not assign any rights to recover for any payment or other liability Texas Brine pays or incurs (or is liable to pay or incur) pursuant to the terms of such settlement of any Claim with Class Members; and (iii) that the Released Parties are intended third party beneficiaries of Texas Brine's agreement not to pursue the Released Parties for any recovery arising from any such settlement of any Claim with Class Members.

10.4. Occidental and Vulcan agree that, at the time any Class Members enter into any settlement with Texas Brine, if the Class obtains the release and representations described in paragraph 10.3 above, Occidental and Vulcan shall provide to Texas Brine (i) a reciprocal agreement not to pursue (whether through indemnity, contribution, subrogation, comparative fault, joint/several liability, or any other legal, contractual, or equitable theory) and releasing Texas Brine from any claims for the recovery of the payment Occidental and Vulcan make under this Agreement and (ii) a representation and warranty that Occidental and Vulcan have not assigned and shall not assign any rights to recover for the payment made under this Agreement.

ARTICLE XI
ADDITIONAL PROVISIONS

11.1. Exhibits. Any exhibits to this Agreement are incorporated by reference as if fully set forth herein.

11.2. Entire Agreement. This Agreement, including its exhibits and the confidential Opt-Out materials filed with the Court under seal, contains the entire agreement between the Parties concerning the subject matter thereof and supersedes and cancels all previous agreements, negotiations, and commitments, whether oral or in writing, with respect to the subject matter of this Agreement. No representations, warranties or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations and warranties contained and memorialized in the Agreement and its exhibits. This Agreement may be amended from time to time only by written agreement of the Parties, subject to Court approval.

11.3. Additional Documentation. The Parties recognize additional documents will be required in order to implement the Agreement, and agree to be bound by the terms set forth herein with respect to such additional documentation. However, the Parties agree that this Agreement contains all of the essential terms necessary for a full, final, binding and enforceable Settlement Agreement between the Parties.

11.4. Notice.

(a) Written notice to Class Counsel and/or Class Members must be given to:

Calvin C. Fayard, Jr.
Blayne Honeycutt
Fayard & Honeycutt
519 Florida Avenue SW
Denham Springs, LA 70726

Lawrence J. Centola, III
Martzell, Bickford & Centola
338 Lafayette Street
New Orleans, LA 70130
504-581-9065
lcentola@mbfirm.com

(b) Written notice to Occidental must be given to:

Stacy Neal
Occidental Petroleum Corporation
5 Greenway Plaza
Houston, TX 77046-0504
Stacy_Neal@oxy.com

With copies to:

Brad Brian
Daniel Levin
Bethany Kristovich
Munger, Tolles & Olson LLP
355 S. Grand Ave., 35th Floor
Los Angeles, CA 90071
Brad.Brian@mto.com
Daniel.Levin@mto.com
Bethany.Kristovich@mto.com

(c) Written notice to Vulcan must be given to:

Norman Jetmundsen, Jr.
Legacy Vulcan, LLC
1200 Urban Center Drive
Birmingham, AL 35242
jetmundsenn@vmcmail.com

With copies to:

Roy Cheatwood
Kent Lambert
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
201 St. Charles Avenue
Suite 3600
New Orleans, LA 70170
rcheatwood@bakerdonelson.com
klambert@bakerdonelson.com

(d) All notices required by the Agreement shall be sent by overnight delivery and by electronic mail.

11.5. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Louisiana, without giving effect to conflict of laws principles. The Parties agree that any judicial proceeding arising out of or resulting from this Agreement shall be filed only before the Court, in the Action.

11.6. Continuing Jurisdiction. The Court shall have continuing and exclusive jurisdiction to interpret, administer, implement, and enforce this Agreement, including through injunctive or declaratory relief.

11.7. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

11.8. Mutuality. This Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

11.9. Counterparts. This Agreement may be executed in counterparts, and a facsimile signature shall be deemed an original signature for purposes of this Agreement.

11.10. Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

11.11. Singular and Plural. For purposes of interpreting this Agreement, the single includes the plural and vice versa.

11.12. Assignment. No Party to this Agreement shall assign or delegate any of the rights, interests, or obligations under or relating to this Agreement without the prior written consent of the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

11.13. Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement, except as expressly provided herein.

11.14. No Solidary Liability. The Parties expressly agree and acknowledge that the Released Parties are not solidary obligors and do not bear any joint and several liability for any obligation, including but not limited to any obligation to satisfy the terms of this Agreement. Likewise, by entering into this Agreement, the Parties agree and acknowledge that they are not forming or operating as a joint venture or partnership for any purpose. The Class Members expressly stipulate that none of the Released Parties individually shall be deemed or held solidarily liable for that portion of the Settlement Payment owed by any other Released Party.

ARTICLE XII
REPRESENTATIONS AND WARRANTIES REGARDING AUTHORITY

12.1. Class Counsel on behalf of the Class Members represents and warrants that they have authority to enter into this Agreement on behalf of the Class, subject to the Court's appointment of Class Counsel. This Agreement has been duly and validly executed and delivered by Class Counsel, and constitutes a legal, valid and binding obligation of the Class, subject to Court approval of the Agreement.

12.2. Occidental and Vulcan represent and warrant that each of them has all requisite corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery, and performance by Occidental and Vulcan of this Agreement has been duly authorized by all necessary corporate action and constitutes the legal, valid and binding obligation of Occidental and Vulcan, subject to Court approval.

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: _____
Name:
Title:

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name:
Title:

CLASS COUNSEL, on behalf of the Class:

By: Colin C. Fazl, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: _____
Name:
Title:

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name: NORMAN JETMUNDSEN, JR.
Title: V.P. + ASSOC. G.C.

CLASS COUNSEL, on behalf of the Class:

By: Colin C. Fayl, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map

The Parties have caused this Agreement to be duly executed, as of the date first written above.

OCCIDENTAL CHEMICAL CORPORATION, on behalf of the Occidental entities:

By: Dan B. Li
Name: **Daniel B. Levin**
Title: **Counsel for Occidental Chemical Corp.**

LEGACY VULCAN, LLC, on behalf of the Vulcan entities:

By: _____
Name:
Title:

CLASS COUNSEL, on behalf of the Class:

By: Calvin C. Fayard, Jr.
Name:

By: _____
Name:

Exhibit A: Class Exclusions

Exhibit B: Opt-Out Conditions

Exhibit C: Individual Release

Exhibit D: Class Area Map

Exhibit A

Exhibit A to Settlement Agreement
Class Exclusions

The following persons and entities are excluded from the Class as defined in Section 2.7 of the Agreement:

1. Grand Bayou Management LLC; Super Stop Enterprises, LLC; Robert Sunshine, LLC and Roland J. Robert Distributor, Inc.

2. The State of Louisiana and all of its political subdivisions including any public entity.

3. Plaintiffs who opted out of the March 25, 2014 Settlement Agreement in Leblanc, et al. v. Texas Brine Company, LLC, et al.

4. Named Plaintiffs in the following cases:

    a. Florida Gas Transmission Company, LLC v. Texas Brine Company, LLC, et al., No. 34316 (23rd Judicial District).

    b. Crosstex Energy Service, LP, et al. v. Texas Brine Company, LLC, et al., No. 34202 (23rd Judicial District).

    c. Pontchartrain Natural Gas System et al. v. Texas Brine Company, LLC, et al., No. 34265 (23rd Judicial District).

5. Plaintiffs in the Susan Russo Marchand et al. v. Texas Brine Co. et al., No. 34270 (23rd Judicial District), but only with respect to their interests in the Russo Tract, which is described as: Tract R-1 (Russo): A certain tract or parcel of land containing 21.00 acres, situated in the Northeast Quarter of Section 39, Township 12 South, Range 13 East, Assumption Parish, Louisiana, and being bounded now or formerly as follows: North by Louis Dupre, East and South by Charles Triche, et al, and West by Estate of Edward Hebert.

6. Dennis P. Landry, Patricia Landry, nor any businesses owned by these persons including, but not limited to, Dennis P. Landry, Inc. dba Sportsman's Landing and Cajun Cabins & RV Sites of Bayou Corne.

7. The following entities with respect to property owned within two miles from the Center of the Sinkhole: any defendant named in this Action and any petrochemical industry entities, including Bridgeline Storage Company LLC; Texas Brine Corporation, Inc.; Axiall, LLC; Occidental Chemical Corporation and related entities; Dow Chemical and related entities, including UCAR and Dow Hydrocarbon Resources, Inc.; Hawthorn Oil and Gas Corporation; Dalen Resources Oil and Gas Company; K/D/S Promix LLC; and Crosstex Processing Services.

8. Anyone who received money from the "early buy-out" program with Texas Brine; i.e., who received payment under the March 25, 2014 Settlement Agreement in *Leblanc, et al. v. Texas Brine Company, LLC, et al.*, E.D. La. No. 12-2059 and consolidated cases.

9. Any Claims amongst the Defendants in the Action.

Exhibit C

Exhibit C to Settlement Agreement

Individual Class Member
Release and Covenant Not To Sue ("Individual Release")

Please Provide This Information:

CLAIMANT NAME:_____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE:_____
SSN:_____
PHONE:_____ EMAIL:_____

I, _____, am the Claimant or the duly authorized representative of the Claimant.

Claimant understands that all capitalized terms in this Individual Release shall have the meanings ascribed to them in the SETTLEMENT AGREEMENT dated _____ in *Leblanc, et al. v. Texas Brine Company, et al., LLC*, No. 12-2059 and consolidated cases, United States District Court for the Eastern District of Louisiana (hereinafter, "Agreement").

Claimant acknowledges that Claimant is a Class Member.

In consideration of payment in the amount of _____, pursuant to the terms of the Agreement, which Claimant accepts as adequate consideration for any and all Claims of Claimant, that were brought or could have been brought by Claimant on behalf of Claimant or any person or entity entitled to assert any claim on behalf of Claimant, hereby releases and forever discharges with prejudice, and covenants not to sue, the Released Parties for any and all Claims.

Claimant agrees to accept from Administrator the amount of _____ as full and final settlement of Claimant's Claims, and enters into this Individual Release in consideration of the benefits under the agreement. Claimant understands that Claimant will not receive from Occidental or Vulcan any further compensation for Claimant's Claims other than the amount identified in this Individual Release, and that, after signing this Individual Release, Claimant will forever be barred and enjoined from pursuing any claim or action of any kind against Occidental and/or Vulcan for any Claims. Claimant acknowledges and affirms that Claimant has read this Individual Release in its entirety. Claimant further acknowledges and affirms that Claimant has read the Agreement, which is available at (www.[X].com/PINPOINT), and understands Claimant's rights under the Agreement, or waives the right to do so.

Claimant acknowledges that Claimant has had the opportunity to consult with Class Counsel, and individual counsel if Claimant so desired, regarding this Individual Release and the Agreement or waives the right to do so. Claimant understands this Individual Release in its entirety, and Claimant has signed it willingly and freely.

Any disputes regarding this Individual Release shall be filed before the Court in the Action, if still pending. No action to enforce this Individual Release shall be filed in a state court.

Claimant acknowledges and affirms that Claimant may be required to pay federal and/or state taxes on the payment amount identified herein and, if so required, Claimant agrees to pay such taxes. Claimant acknowledges and affirms that no opinion regarding the tax consequences of the Agreement or this Individual Release has been or will be given by Occidental, Vulcan, or Class Counsel, nor is any representation or warranty in this regard made by virtue of the Agreement or this Individual Release. Claimant must consult with his, her, or its own tax advisors regarding the tax consequences of the Agreement and this Individual Release, including any payments made under the Agreement. Each Claimant's tax obligations, and the determination of such obligations, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on Claimant's particular circumstances.

Signed:_____ Date:_____

Witness: _____

Witness: _____

Notary: _____