

IN THE IOWA DISTRICT COURT FOR MUSCATINE COUNTY

<p>LAURIE FREEMAN, <i>et al.</i>,</p> <p>Plaintiffs,</p> <p>v.</p> <p>GRAIN PROCESSING CORPORATION,</p> <p>Defendant.</p>	<p>Case No. LACV 021232</p> <p>NOTICE OF FILING CLASS ACTION SETTLEMENT AGREEMENT</p>
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Pursuant to the Court's Order Regarding Filing of Proposed Settlement Agreement dated October 5, 2018, Grain Processing Corporation and Plaintiffs Laurie Freeman, *et al.*, by and through their attorneys, hereby file a proposed Class Action Settlement with Settlement Fund Distribution Protocol. Additional exhibits to the proposed Class Action Settlement Agreement, and Plaintiffs' Motion for an Order Granting Preliminary Approval of the Class Action Settlement, Directing Class Notice and Setting Fairness Hearing will follow no later than October 12, 2018.

Dated this 8th day of October, 2018.

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CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing to be served on all parties via the Court's EDMS system this 8th day of October, 2018.

/s/ Sarah E. Siskind
Sarah E. Siskind

1. PREAMBLE

Subject to preliminary and final approval by the Court¹ and in exchange for the good and valuable consideration as set forth herein, this agreement, together with its exhibits (“Settlement Agreement” or “Agreement”), is entered into by and between Grain Processing Corporation (“GPC” or “Defendant”) and the Representative Plaintiffs (“Plaintiffs”), by and through Class Counsel and on behalf of the Class Members, intending that the Litigation and the Released Claims shall be fully and finally compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon the terms and conditions set forth herein.

2. RECITALS

WHEREAS, on April 24, 2012, Plaintiffs filed a nuisance, trespass, and negligence Class Action Petition seeking damages for harms caused by air emissions from Grain Processing Corporation’s Muscatine plant (the “Plant”), and on March 20, 2013, amended said Petition to limit the relief sought to damages to lost-use-and-enjoyment of their properties;

WHEREAS, on April 1, 2013, the District Court for Muscatine County dismissed Plaintiffs’ claims on federal preemption and related grounds, and on June 13, 2014, the Supreme Court of Iowa reversed;

WHEREAS, over November 2014 through December 2015, the Parties exchanged written discovery and 10 expert reports, undertook site inspections at the Plant and Plaintiffs’ homes,

¹ Capitalized words and phrases used throughout this Settlement Agreement carry the definitions set forth herein.

deposed dozens of lay and expert witnesses, and litigated numerous, vigorously contested motions including Plaintiffs motion for class certification;

WHEREAS, on October 28, 2015, the Court granted class certification, in two subclasses, of all persons who lived within 1.5 miles of the perimeter of the GPC plant, certifying the Plaintiffs as Class Representatives and Sarah Siskind and Scott Entin of Miner, Barnhill & Galland, P.C., and James Larew and Claire Diallo of Larew Law Office as Class Counsel; and on May 12, 2017, the Supreme Court of Iowa affirmed;

WHEREAS, on September 1, 2017, court-approved Class Notice was issued by direct mail, publication and broadcast, giving best practicable notice of the Class Action opportunity to opt out; and on November 14, 2017, the Court ordered corrective notice and opportunity to opt back into the Class Action to individuals who had opted out and enjoined outside attorneys from soliciting putative Class Members during the “opt-in” period;

WHEREAS, following the Class Notices described, the Parties exchanged further written discovery in preparation for trial, deposed more than 80 lay witnesses and close to 20 experts, and briefed six new summary judgment motions (including a summary judgment motion to dismiss Plaintiffs’ claims on prescriptive easement grounds) and a motion for decertification;

WHEREAS, in June 2018, following this Court’s denial of GPC’s motion for summary judgment on prescriptive easement grounds and while five motions for summary judgment and the decertification motion remained pending, the Court directed the Parties to mediation and, after extended, arms-length negotiations, and recognizing the uncertain outcome of trial and appeal for

both sides and sharing an interest in reaching final resolution of this matter, the Parties reached final agreement on the terms of Settlement proposed to the Court herein;

NOW THEREFORE, the Parties submit this proposed Settlement Agreement to the Court for approval.

3. DEFINITIONS

As used in this Settlement Agreement, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise.

3.1. “Administrative Expenses” shall mean the fees and expenses incurred by the Settlement Administrator in the performance of its responsibilities (see Section 5 below), the Appeal Adjudicator, and other persons or entities appointed to assist in the management of this Settlement as authorized by the Court.

3.2. “Advance Payment” means any payment made required by this Settlement Agreement before the Effective Date.

3.3. “Appeal Adjudicator” means Van Winkle Baten Dispute Resolution, and persons duly engaged by said firm, whose duties under the Settlement Agreement are set forth in Section 6.6.

3.4. “Attorneys’ Fees and Litigation Expenses” means the fees and costs awarded to Class Counsel by the Court from the Settlement Fund as compensation for Class Counsels’ work in furtherance of this Litigation and reimbursement of their out-of-pocket costs, including any allowance approved by the Court for work and expenses assisting Class Members with the completion of their Claim Forms.

- 3.5.** “Authorized Representative” means Parent or other Legal Guardian, Attorney-in-Fact, Guardian Ad Litem, or in the case of a deceased Class Member, executor, or personal representative of the Class Member’s estate.
- 3.6.** “Base Payment Amount” means the amount determined by the Settlement Administrator for each eligible Claimant, based on the Settlement Calculator Spreadsheet described in the Settlement Fund Distribution Protocol and attached hereto as Exhibit A.
- 3.7.** “Calendar Days” include every day excluding the day of the event that triggers the period, except if the last day is a Saturday, Sunday, or Federal or Iowa court holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Federal or Iowa court holiday.
- 3.8.** “Claimant” means any person claiming to be a Class Member who has submitted a Claim Form to the Settlement Administrator or on whose behalf a Claim Form has been submitted by the Class Member’s Authorized Representative.
- 3.9.** “Claim Form” means the written request for payment under the Settlement Agreement substantially in the form of Exhibit B to this Settlement Agreement.
- 3.10.** “Class Area” means the area within the City of Muscatine generally within 1.5 miles from the perimeter of the GPC Plant as adjusted and set forth in the Class Notice mailed on September 1, 2017, including both the Close Proximity Class Area and the Peripheral Proximity Class Area as defined and depicted therein. Exhibit F to this Agreement includes a map that depicts the Class Area, the dividing line between the two subclass areas certified by the Court, and close-up maps at the Class Area boundary.

- 3.11.** “Class Counsel” means Miner, Barnhill & Galland P.C. (Sarah E. Siskind and Scott A. Entin) and the Larew Law Office (James C. Larew and Claire M. Diallo).
- 3.12.** “Class Damages Period” means the period between (and including) April 24, 2007 and December 31, 2017.
- 3.13.** “Class Definition Period” means the period between (and including) April 24, 2007 and September 1, 2017.
- 3.14.** “Class Member” means any person who Owned or Rented, and Physically Resided at, an Eligible Residence during the Class Definition Period. “Class Member” includes any Dependent of such Owner or Renter who Physically Resided with the Owner or Renter at the Eligible Residence (as his or her principal residence) during the Class Definition Period. “Class Member” excludes Opt Outs and GPC Management Employees.
- 3.15.** “Class Notice Program” means the methods for communicating the Class Settlement Notice to Class Members by mail, publication, posting, a settlement website, and other reasonably practicable means.
- 3.16.** “Class Representative(s)” means one or all of the eight named plaintiffs in this Litigation: Laurie Freeman, Sharon Mockmore, Beccy Boysel, Gary Boysel, Linda Goreham, Gary Goreham, Kelcey Brackett, and Bobbie Weatherman.
- 3.17.** “Class Settlement Notice” means the proposed notice of the Settlement Agreement and Fairness Hearing attached as Exhibit C, or as amended with the Court’s approval.
- 3.18.** “Community Fund” means the fund described in Section 7 of this Settlement Agreement.

- 3.19.** “Contingent Release” means the contingent release and waiver described in Section 13.6 of this Settlement Agreement.
- 3.20.** “Court” means the Iowa District Court for Muscatine County.
- 3.21.** “Dependent” means any person without financial means to live independently who depended, during the Class Definition Period, on an Owner or Renter for financial support. In applying this definition, the Settlement Administrator shall presume that members of a Class Member’s immediate family (grandparent, spouse, parent, child, or grandchild) who physically resided at the Class Member’s Eligible Residence during the Class Definition Period are Dependents.
- 3.22.** “Effective Date” means the day after the expiration of the deadline for appeal, writs, petitions, or motions for rehearing or certiorari regarding the Final Approval Order without the initiation of any such proceeding, or if such proceeding has been initiated, the day after the full and final disposition of any such proceeding including any proceedings in remand and/or subsequent appeal and the Court’s order approving the Settlement Agreement has been affirmed, or any such appeal is dismissed or withdrawn with no further right of appeal.
- 3.23.** “Eligible Residence” means a single-family home (attached or detached) or any unit within a multiple unit residential building located within either of the two certified Class Areas shown on the maps in Exhibit C.
- 3.24.** “Eligible Tenure” means tenure of residency at an Eligible Residence.
- 3.25.** “Enhancement Payment” means a payment approved by the Court for payment to a Class Representative or other specifically identified Class Members in recognition of such person’s special contribution to, and/or risks undertaken in support of, the

- Litigation, and distinct from the Base and Final Payment Amounts to be determined by the Settlement Fund Distribution Protocol.
- 3.26.** “Fairness Hearing” means the hearing to be scheduled by the Court for the purpose of considering whether to approve this Settlement Agreement as fair, reasonable, and adequate.
- 3.27.** “Final Approval Order” means the Court’s order(s) approving the Settlement Agreement and resolving Class Counsel’s application for Attorneys’ Fees and Litigation Expenses, following the Fairness Hearing.
- 3.28.** “Final Payment Amount” means the amount determined by the Settlement Administrator for each Successful Claimant based on the methodology set forth in the Distribution Protocol.
- 3.29.** “Guardian ad Litem” means a person appointed by this Court, in this Litigation, to represent the interests of a Class Member who is a minor or otherwise legally incapacitated when necessitated by a conflict between or among that Class Member’s Legal Guardians as described in the Settlement Fund Distribution Protocol.
- 3.30.** “GPC Management Employee” means individual currently employed directly by GPC with the job title of Manager, Director, Vice President, Senior Vice President, or President.
- 3.31.** “GPC Plant” means the facility owned by GPC located at 1600 Oregon Street in Muscatine, Iowa.
- 3.31.** “Legal Guardian” means either a parent or another person (such as a conservator) who has been appointed by a court to assume the care, control, or custody of a minor Class Member or legally incapacitated Class Member.

- 3.32.** “Litigation” means the underlying case: *Freeman et al. v. Grain Processing Corp.*, No. LACV021232 (Iowa Dist.).
- 3.33.** “Opt Out” means person otherwise within the definition of Class Member who filed a timely exclusion form with the Court during the “opt-out” window set by the Court-approved Class Notice mailed in September 2017 and did not timely opt back into the Litigation during the “opt-in” window set by the Court in December 2017. Opt-out includes any minor child of such Class Member for whom no Legal Guardian remains a Class Member.
- 3.34.** “Owned” means had legal or equitable title to the property. “Owner” means one who has “Owned.”
- 3.35.** “Parties” means Grain Processing Corporation and the Plaintiffs, by and through Class Counsel and on behalf of the Class Members.
- 3.36.** “Physically Resided” means lived at least one night at the property as a principal place of residence.
- 3.37.** “Preliminary Approval Order” means the order entered by the Court preliminarily approving this Settlement Agreement, ordering the Class Notice Program, and scheduling a hearing on the fairness and adequacy of the Settlement (Fairness Hearing).
- 3.38.** “Release” means the release and waiver described in Sections 13.1 through 13.5 of this Settlement Agreement and in the Final Approval Order.
- 3.39.** “Released Claims” means the claims defined in Section 13.4 of the Settlement Agreement.

- 3.40.** “Remainder Funds” means the amount remaining in the Settlement Fund, if any, after subtracting Class Member Base Payment Amounts, Administrative Expenses, and the Attorneys’ Fees and Litigation Expenses, and Enhancement Payments approved by the Court, before reallocation as required in Section 6.7.
- 3.41.** “Rent” means provide money or other consideration (e.g., services, home furnishings or other articles of value) as consideration for the right to reside at an Eligible Residence. “Renter” is one who has Rented.
- 3.42.** “Settlement Administrator” is Rust Consulting Inc., whose duties under the Settlement Agreement are set forth in Section 5.2.
- 3.43.** “Settlement Agreement” means this document and the exhibits attached hereto, including any subsequent amendments executed by the Parties and any exhibits to such amendments.
- 3.44.** “Settlement Calculator Spreadsheet” is the calculator developed by the Parties and their experts to allocate settlement proceeds, described in Section V of Exhibit A (the Settlement Fund Distribution Protocol).
- 3.45.** “Settlement Fund” is the account, maintained as a Qualified Settlement Fund as required by Section 4.3 below, into which GPC is required to deposit the Settlement Fund Payment.
- 3.46.** “Settlement Fund Distribution Protocol” or “Distribution Protocol” means the statement of protocols attached hereto as Exhibit A, that sets out the process for distributing payments to Class Members and for paying Administrative Expenses, and court-approved Attorneys’ Fees and Litigation Expenses, and Enhancement Payments.

3.47. “Settlement Fund Payment” means the \$45 million committed by GPC to be used to pay Final Payment Amounts to Successful Claimants, all Attorneys’ Fees and Litigation Expenses and Enhancement Payments approved by the Court, and all Administrative Expenses incurred by the Settlement Administrator in implementing the Settlement, and whose unclaimed Remainder after such payments have been made shall be distributed as required by Section 6. This Fund is separate and distinct from the additional funds committed by GPC to pay for the affirmative relief as required by Section 10 below.

3.48. “Successful Claimants” are persons whose claims have been approved as eligible for payment by the Settlement Administrator and, if appealed to the Appeal Adjudicator, upheld on appeal.

4. SETTLEMENT CONSIDERATION

4.1. Consideration. As consideration for the terms, conditions, and Releases described herein, GPC has agreed:

(a) to pay \$45 million to cover: Final Payment Amounts to Successful Claimants, Administrative Expenses, court-approved Attorneys’ Fees and Litigation Expenses, and court-approved Enhancement Payments, subject to the allocation and distribution of Remainder Funds, and

(b) to take the affirmative relief required by Section 10 herein—including the estimated \$1.5 million to be spent on a DH5 Dewatering Building RTO required by Section 10.1, the no less than \$5 million to be spent on additional pollution control projects required by Section 10.2, and the independent audit, hotline and webpage required by Section 10.3.

4.2. The Settlement Fund Payment and its Disposition.

4.2.1. Promptly following Preliminary Approval, the Settlement Administrator shall establish an escrow account to hold the Settlement Fund, to be managed by the Settlement Administrator in a United States of America Chartered bank which does business in Iowa, authorized to exercise corporate trust powers, with a long-term debt rating of A or better.

4.2.2. GPC shall pay such “Advance Payment” funds as required by the Settlement Administrator, to be credited to the Settlement Fund, as necessary and sufficient to pay for: (a) the costs incurred by the Settlement Administrator to carry out the Class Notice Program (e.g., the design of the Notice, updating of the mailing list (including the removal of Opt-outs), printing and mailing the Notices, skip tracing undelivered notices, placing publication and broadcast of short-form class notice, and any reasonable “claim stimulation” notice procedures the Settlement Administrator recommends; and (b) the cost of establishing a settlement website, Settlement Fund escrow account and processes for Claim Form receipt and processing.

4.2.3. The Settlement Administrator shall invest any such Advance Payments (and it shall subsequently invest any funds transferred to the Settlement Fund after the Effective Date), in (a) appropriate, secure interest-bearing accounts, (b) accounts fully insured by the Federal Deposit Insurance Corporation up to the applicable limit, or (c) short term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government.

4.2.4. The costs of maintaining the Settlement Fund and any taxes or other fees arising from its maintenance shall be paid from the assets of the Settlement Fund.

All earnings and interest shall become part of the Settlement Fund.

4.2.5. The Settlement Administrator shall provide an accounting to the Parties of the use of any Advance Payment amounts within a reasonable period after they have been incurred.

4.2.6. Reversion of Payments if Settlement is Not Approved. If there is no Final Approval Order, this Settlement Agreement shall be null and void and any amounts remaining in the Settlement Fund, including all interest and earnings thereon, shall be returned to GPC, except for any amounts required to pay accrued authorized expenses, bank fees, or taxes. If this Settlement Agreement becomes void, no person or entity other than GPC shall have any rights to monies from the remaining Settlement Fund except as expressly provided herein. Nor shall Plaintiffs or any persons other than GPC have liability for any bank fees, taxes, or other monies owed in connection with the Settlement Fund.

4.3. Qualified Settlement Fund. The Settlement Administrator shall maintain the Settlement Fund, from the date funds are first deposited, as a “Qualified Settlement Fund” within the meaning of and as defined in Section 468B of the U.S. Internal Revenue Code and in the IRS regulations promulgated thereunder, and shall be deposited in an interest-bearing account or accounts consistent with Section 4.2.3. of this Settlement Agreement.

4.4. Settlement Fund Payment and Transfer of Funds for Attorneys’ Fees, Litigation Expenses, and Enhancement Payments. Within five (5) business days following the Effective Date, GPC shall deposit into the Settlement Fund the rest of the Settlement Fund

Payment, i.e., the \$45 million less the total of any Advance Payments previously paid to the Settlement Administrator pursuant to Section 4.2. The Settlement Administrator shall promptly transfer the sum of the Attorneys' Fees, Litigation Expenses, and Enhancement Payments approved by the Court to the Trust Account of Class Counsel at Miner Barnhill & Galland P.C. and it shall invest the remaining funds as provided in Section 4.2.3, above.

4.5. Total Payment. Notwithstanding any other provision of the Settlement Agreement, GPC's total monetary contribution to the Settlement Fund shall not under any circumstances exceed the \$45 million (including any payments for Administrative Expenses, Attorneys' Fees and Litigation Expenses, Enhancement Awards), regardless of the number or value of claims or the number of Claimants the Settlement Administrator determines should be awarded payments.

5. SETTLEMENT ADMINISTRATOR AND RESPONSIBILITIES

5.1. Settlement Administrator. Rust Consultants, Inc. shall serve as the Settlement Administrator.

5.2. Responsibilities of Settlement Administrator. The responsibilities of the Settlement Administrator shall include:

- a. Administering Class Settlement Notice, including updating of the mailing list (including the removal of Opt-outs), the printing and mailing of Class Settlement Notice, skip tracing undelivered Notices, placing publication and broadcast of class notice, and any reasonable "claim stimulation" notice procedures the Settlement Administrator recommends;
- b. Developing and preparing the Claim Forms, both hard copy and on-line;
- c. Responding to potential Claimant's inquiries about the Claims Process;

- d. Instituting procedures to detect fraud, identify duplicate claims, and maintain appropriate quality control over the management, evaluation, and payment of Claims;
- e. Evaluating all Claim Forms in accordance with the Settlement Fund Distribution Protocol, including:
 - i. Verifying Claimants' identities, class membership, and Eligible Tenure, including verifying that Claimants have not opted out or are not otherwise excluded by the Settlement Agreement from receiving proceeds from the Settlement Fund;
 - ii. Providing notifications to Claimants regarding Claim Form deficiencies and the status and determination of their claim;
 - iii. Calculating Base Payment Amounts, Final Payment Amounts and allocating any Remainder Funds; and
 - iv. Distributing Final Payment Amounts and transfer of Remainder Funds.
- f. Documenting Administrative Expenses for the Parties' authorization;
- g. Providing reports to Class Counsel, the Defendant and the Court;
- h. Establishing, managing, and closing necessary bank/trust accounts;
- i. Accounting for the use of funds;
- j. Tracking the status of all Claim Forms; and
- k. Terminating the Settlement process when all timely Claim Forms are paid or denied, and the distribution of any Remainder Funds is complete.

5.3. Cooperation with Settlement Administrator. The Parties shall provide the Settlement Administrator with information required by the Settlement Administrator for the performance of its required tasks and responsibilities.

5.4. Settlement Administrator's Costs. Costs incurred by the Settlement Administrator shall be considered Administrative Expenses and shall be paid from the Settlement Fund as specified by this Agreement and the Court.

6. CLAIMS PROCEDURES/SETTLEMENT FUND DISTRIBUTION.

The protocols for the determination and payment of claims by Class Members are set forth in Exhibit A, the Settlement Fund Distribution Protocol. The Settlement Administrator and Appeal Adjudicator shall be authorized to take actions in accordance and compliance with this Agreement and the Settlement Fund Distribution Protocol.

6.1. Claim Administration Process. The Claims Process requires Class Members who seek payment under this Settlement Agreement (or the Class Member's Authorized Representative) to complete (under penalty of perjury) and submit the Claim Form attached hereto as Exhibit B. GPC, Class Counsel, and the Settlement Administrator have no responsibility for ensuring an Authorized Representative attesting to authority to submit a Claim Form on behalf of a Claimant is authorized to do so as provided in the Settlement Fund Distribution Protocol.

6.2. Eligibility Review. The Settlement Administrator shall determine, based on the information provided on and with the Claim Form, whether the Claimant is eligible for payment under the Settlement, i.e., whether the Claimant is a Class Member, and, if so, the Claimant's Eligible Tenure at one or more Eligible Residences.

6.3. Request for Additional Information. If the Settlement Administrator determines that a Claimant may be a Class Member but has provided insufficient information with his or her Claim Form to establish either Class Member status and/or Eligible Tenure, the Settlement Administrator shall so notify the Claimant and give the Claimant thirty (30) Calendar Days to cure the deficiency (or additional time for good cause shown). This shall be the only opportunity to cure. If the Claimant fails to cure, the Settlement Administrator shall give the Claimant appropriate notice pursuant to Section 6.5 that the Claim has been denied in whole or in part and the reason(s) why.

6.4. List of Proposed Successful Claimants and Base Payment Amounts. Following its review of all timely submitted Claim Forms and any additional information provided to the Settlement Administrator pursuant to Section 6.3, the Settlement Administrator shall make initial determination as to whether each Claimant is or is not a Class Member and, if so, the Claimant's Eligible Tenure ("Initial Determinations"). The Settlement Administrator shall give the Parties an opportunity to review and comment on the Initial Determinations for all Claimants by providing the Parties with a Proposed Initial Determinations Report as set forth in VI.F of the Distribution Protocol (Exhibit A). This information shall be provided to GPC and Class Counsel only, along with copies of the Claim Forms and any additional backup documentation that GPC or Class Counsel request. GPC and Class Counsel shall have twenty-one (21) Calendar Days to review the Initial Determinations Report and provide comments to the Settlement Administrator, which the Settlement Administrator shall consider and address prior to mailing notices pursuant to Section 6.5. Upon request by either Party, the Settlement Administrator shall provide a written response to comments within seven (7) Calendar Days of such request and, as it deems necessary,

the Settlement Administrator may request additional information from Claimants as set forth in Section VI.F of the Distribution Protocol (Exhibit A). The intent of this process is to permit the identification of potential errors, fraud, and abuse and to eliminate it prior to the Settlement Administrator's notice of eligibility being sent to each Claimant pursuant to Section 6.5 below.

6.5. Notice of Eligibility. Following consideration of any comments provided pursuant to Section 6.4 and any adjustment the Settlement Administrator deems such comments require, the Settlement Administrator shall send notice, by standard U.S. mail, to each Claimant at the address provided on the Claim Form (or an updated address provided by the Claimant during the review process) of its determination regarding each Claimant's eligibility for payment under the Settlement; and it shall set forth in such notice its determination of whether the Claimant is an eligible Class Member, and if so, the dates of the Claimant's Eligible Tenure at the applicable Eligible Residence(s), and the reasons for any denial in whole or in part. The Notice of Eligibility shall not set forth the Base Payment Amounts.

6.6. Appeal Process.

6.6.1. The Appeal Adjudicator is Van Winkle Baten Dispute Resolution, and persons engaged by said firm.

6.6.2. Any Claimant (or Claimant's Authorized Representative) may appeal from the Settlement Administrator's determination regarding Class Member status and Eligible Tenure by submitting, to the Settlement Administrator, a written appeal statement explaining the basis for the appeal, emailed, or postmarked within twenty-one (21) Calendar Days from the date of the Notice of Eligibility.

6.6.3. The Settlement Administrator shall promptly provide the appeal statement to the Appeal Adjudicator with copies to Counsel for both Parties, who will have twenty-one (21) Calendar Days to comment to the Appeal Adjudicator on the appeal, with copies of said comments to be provided to the appealing Claimant and opposing Counsel.

6.6.4. The Appeal Adjudicator, and or his designees, shall, promptly upon receipt, begin review of the appeal statements, the record on each Claim that was available to the Settlement Administrator (the original Claim Forms, any supplemental information provided by the Claimant pursuant to a request to cure by the Settlement Administrator under Section 6.3), any additional information considered by the Settlement Administrator, and any comments by the Parties in response to the Appeal; and shall, as expeditiously as possible in light of the number of Appeals received, issue a written determination on each appeal consistent with the terms of the Settlement Agreement and the Distribution Protocol, stating the outcome of the appeal (i.e., whether the Claimant is a Class Member and/or his or her Eligible Tenure at his or her Eligible Residence(s)) and the Appeal Adjudicator's reasoning. The Appeal Adjudicator shall apply a clear error standard in reviewing the determinations of the Settlement Administrator, except that he shall apply an abuse of discretion standard in reviewing whether the Settlement Administrator provided the required opportunity to cure.

6.6.5. If the Appeal Adjudicator determines that the Settlement Administrator abused its discretion by failing to provide a Claimant an opportunity to cure pursuant to Section 6.3, then the Appeal Adjudicator shall immediately instruct the

Settlement Administrator to send a request for additional information as described in that section. The eligibility review process shall then continue in the same manner as if the request for cure was given in the first instance. The Parties, Settlement Administrator, and Appeal Adjudicator shall make every effort to avoid delay.

6.6.6. The outcome of the Appeal Adjudicator process shall be final.

6.7. Final Payment Amounts. For each Claimant who the Settlement Administrator or the Appeal Adjudicator determines meet the eligibility requirements for class membership, the Settlement Administrator shall determine the Claimant's Final Payment Amounts as required by the Settlement Fund Distribution Protocol (Exhibit A hereto). This will first require the determination of Net Proceeds available for distribution and the Base Payment Amount for each Successful Claimant. The Settlement Administrator shall sum the total of Base Payment Amounts for all Successful Claimants to determine whether there are any Remainder Funds, or whether aggregate Base Payment Amounts exceed Net Proceeds available for distribution to Successful Claimants. If there are Remainder Funds, the Settlement Administrator shall allocate the Remainder Funds as follows: the first \$2 million to the Community Fund described in Section 7, below; half of any Remainder over \$2 million to Successful Claimants in proportion to their Base Payment Amounts, and the other half of any Remainder to GPC. However, if the aggregate of all Successful Claimants' Base Payment Amounts exceed the Net Proceeds available for distribution to Successful Claimants, then the Settlement Administrator shall adjust the Base Payment Amounts downward *pro rata*. The Settlement Administrator shall make payments to

Successful Claimants and distribute funds to GPC and the Community Fund as the Protocol requires.

6.8. Uncashed Checks. Funds for which checks are mailed to Successful Claimants but not cashed after one hundred and eighty (180) Calendar Days shall be void and the amounts shall be transferred to the Community Fund.

7. COMMUNITY FUND

7.1. Community Fund Committee. Within thirty (30) Calendar Days following the Effective Date, the Parties shall establish a Community Fund Committee to administer the Community Fund, which shall be used for the improvement of the neighborhoods in the Close Proximity Class Area. The Committee shall be made up of an equal number of volunteer representatives selected by GPC and by Plaintiffs (but no more than a total of six (6) persons).

7.2. Distribution of Funds. The Community Fund Committee will develop a process for allocating and distributing funds from the Community Fund. Neither GPC nor individual Committee members will be liable for Committee decisions. Committee decisions will not be subject to appeal.

8. TERMINATION OF SETTLEMENT FUND. Once all timely filed Claims and any appeals have been processed, payments to Successful Claimants have been distributed, and any Remainder Funds have been identified and paid pursuant to Section 6, the Settlement Administrator shall provide a complete accounting to Counsel for both Parties. The Parties shall file a report to the Court seeking an order confirming that the purpose of the Settlement Fund has been fulfilled and submit a proposed order authorizing the Settlement Administrator to terminate the Settlement

Fund. The proposed order shall provide for the proper and timely filing of any final tax reports or returns.

9. TAXES. Plaintiffs understand, and the Notice and Claim Form shall advise each Successful Claimant, that Claimants are responsible for any tax consequences resulting from monetary awards received based on the terms of this Settlement and that neither the Parties nor Settlement Administrator are providing, or have obligation or expertise to provide, advice as to the tax consequences of any payments made under this Settlement Agreement.

10. AFFIRMATIVE RELIEF. As additional consideration for the terms, conditions, and Releases under this Settlement Agreement, and separate from its obligations to the Settlement Fund, GPC has agreed to undertake the following affirmative actions (“Affirmative Relief”):

10.1. DH5 RTO. No later than eighteen (18) months following the Effective Date (subject to Force Majeure as described below in Section 10.2.14.), GPC shall install a regenerative thermal oxidizer (“RTO”) at EP #605.0, Dryer House 5 Dewatering Building scrubber to reduce volatile organic compound (“VOC”) emissions. The RTO shall meet the permitting requirements set by the Iowa Department of Natural Resources. The cost of this project, which GPC has estimated at \$1.5 million, shall be borne by GPC.

10.2. Additional Pollution Control Projects and Independent Fugitive Emissions Audit. Within five (5) years following the Effective Date, subject to Force Majeure, GPC shall complete projects at the GPC Plant (“Additional Pollution Control Projects”) with a cost of no less than \$5 million, whose purpose shall be to reduce air emissions (with emphasis on reducing odor emissions) from the GPC Plant and improve air quality in the Class Area. These Additional Pollution Control Projects shall be identified by GPC, in consultation with Class Counsel, following completion of an independent audit by an auditor with

appropriate expertise to perform an audit of fugitive air emissions, and whose results and recommendations GPC shall consider in identifying Additional Pollution Control Projects to satisfy the five (5) million-dollar investment requirement of this Section.

10.2.1. GPC shall engage an independent auditor with appropriate expertise to perform an audit of fugitive air emissions to identify non-point source (or “fugitive”) air emissions and recommend appropriate corrective and/or preventative measures.

10.2.2. The independent auditor shall be selected as follows. No later than one month after Preliminary Approval, GPC shall issue a request for proposal (“RFP”) to contractors identified with the assistance of Class Counsel for the performance of a fugitive emissions audit. The auditor shall possess professional experience, along with necessary support resources, to successfully and timely perform the fugitive air emissions audit. The auditor must not be Trinity Consulting or Haley & Aldrich (or other expert firms used by GPC in the Litigation).

10.2.3. The RFP shall describe the scope of the audit as the identification of sources or areas of significant fugitive air emissions at the GPC Plant for the purpose of assisting GPC in identifying potential pollution control projects that will reduce air emissions with an emphasis on reducing odor emissions. The RFP shall set forth the required schedule to ensure that contractor proposals meet the schedule set forth in this Agreement for completion of the audit. The RFP shall require, at a minimum, the submission of the following information: identification of the contractor; statement of contractor qualifications; names of key personnel and qualifications; explanation of the contractor’s technical approach to the project;

references; and a cost proposal. As part of the statement of qualifications, the RFP shall request information on the contractor's knowledge and ability to use a thermal imaging camera, flame ionization detector, photo ionization detector, tunable diode laser and how these instruments may aid in fugitive emission identification.

10.2.4. Not later than thirty (30) Calendar Days after the Effective Date, GPC shall submit to Class Counsel the company name, and qualifications, as well as a technical proposal from the selected auditor for the completion of the audit setting forth the study methods and monitoring technologies to be employed in identifying sources of fugitive emissions ("Technical Proposal").

10.2.5. Within seven (7) Calendar Days from the submission of the Technical Proposal, Class Counsel may provide comments on the Technical Proposal to GPC and GPC will provide any such comments to the auditor. The auditor shall consider the comments and adjust the Technical Proposal as the auditor deems appropriate.

10.2.6. Within three (3) months of the Effective Date, the auditor shall conduct the audit at the GPC Plant.

10.2.7. GPC shall give the independent auditor access to the documentation and operations at the GPC Plant that the auditor reasonably requires to complete the audit.

10.2.8. Within seven (7) months of the Effective Date, the auditor shall provide a final fugitive emissions audit report to GPC and forward a copy of the final fugitive emissions audit report to Class Counsel.

10.2.9. Within three (3) months following the completion of the audit report, GPC's engineers shall develop, and share with Class Counsel, a preliminary list of

proposed Additional Pollution Control Projects. The list shall describe each project and provide a preliminary estimate of each project's cost and the pollution reductions, or reduction efficiency, that each project may achieve.

10.2.10. Within fourteen (14) Calendar Days, Class Counsel shall provide comments and suggestions on the preliminary list of proposed Additional Pollution Control Projects. If requested within those fourteen (14) Calendar Days, a meeting shall be held to discuss the list.

10.2.11. Within three (3) months following the receipt of Class Counsel's comments on the preliminary list of proposed Additional Pollution Control Projects, or three (3) months following the date of a meeting to discuss the list if requested, GPC shall finalize the list of Additional Pollution Control Projects it will undertake to meet its obligations under this Section, providing reasons for any modifications to the preliminary list. GPC will have final discretion to determine which projects will be pursued. In the event that GPC subsequently determines that one or more of the selected Additional Pollution Control Projects is not feasible, GPC shall substitute another project and provide notice to Class Counsel describing the project, estimating its cost and the pollution reductions or reduction efficiency it is expected to achieve, and the reasons for the change.

10.2.12. The Additional Pollution Control Projects, with a cost of no less than \$5 million, shall be completed within five (5) years of the Effective Date, subject to Force Majeure. GPC shall report to Class Counsel on progress (schedule) and any delays, and within sixty (60) days of each project's completion, document the project's costs.

10.2.13. Penalties/Enforcement. Should GPC fail to comply with either the completion of the installation of the RTO within eighteen (18) months or the completion of the Additional Pollution Control Projects of \$5 million within five (5) years from the Effective Date, subject to the Force Majeure provision, then GPC shall be subject to liquidated damages penalty of \$1,000 per day (to be paid to the Community Fund) until such requirements are completed. In addition, GPC will be required to pay Plaintiffs' reasonable attorneys' fees and costs incurred in enforcing this Settlement Agreement with respect to these projects. The interim deadlines set forth in Section 10.2.1 through 10.2.13 are not relevant to the application of this penalty provision.

10.2.14. Force Majeure. GPC shall not suffer any penalty under this Settlement Agreement, or be deemed to be in violation hereof or be subject to any proceeding or action, if GPC's compliance with any requirements hereof is delayed, or GPC is unable to comply, because of an action or inaction of a national, state, or local government, body or court or an act of God, war, strike, work stoppage, riot, catastrophe, delays in the issuance of permits or other required authorizations (despite GPC's expeditious and diligent efforts to obtain such permits and authorizations) or any other event or circumstance beyond GPC's control; provided, however, that GPC shall make diligent efforts to comply despite such circumstances, and to minimize any delay, and shall notify Class Counsel and the Court by telephone and in writing, pursuant to the Notice Provision of this Settlement Agreement, within seven (7) Calendar Days after it obtains knowledge of any such condition or event, and/or the likelihood of such condition or event.

Plaintiff will have the right to challenge the exercise of Force Majeure with the Court. Events of Force Majeure shall extend required deadlines under this agreement on a day-for-day basis. Within seven (7) Calendar Days of the completion of an Event of Force Majeure, GPC shall notify Class Counsel and the Court of such completion and shall provide, in such notice, the calculation of the total duration of the Event of Force Majeure and the impact of such duration on applicable deadlines under this Agreement. Plaintiffs shall have the right to challenge GPC's statement of the duration of the Event of Force Majeure (and the impact on applicable deadlines) with the Court.

10.2.15. Impact of Force Majeure on Release and Contingent Release. If an Event of Force Majeure extends deadlines for GPC to complete the installation of the DH5 RTO or the Additional Pollution Control Projects beyond the date five (5) years from the Effective Date (and after the expiration of the Release), the Contingent Release set forth in Section 13.6 shall be deemed automatically in effect from the date five (5) years from the Effective Date through and including the deadline as extended due to Force Majeure, but shall in no event continue beyond the date twelve (12) years from the Effective Date set by Section 13.6.

10.2.16. If the DH5 RTO and/or the Additional Pollution Control Projects are completed by the date of the deadline as extended by Force Majeure, then the Contingent Release will apply and will continue through the date twelve (12) years from the Effective Date set by Section 13.6 without any gaps of time. However, if the DH5 RTO and/or the Additional Pollution Control Projects are not completed by the deadlines as extended due to Force Majeure, then the Contingent Release

that was deemed automatically in effect pursuant to Section 10.2.14 shall be revoked retroactively and shall have no effect.

10.2.17. Nothing herein shall affect the applicability of the Release through the date five (5) years after the Effective Date.

10.3. Telephone “Hotline” and Website. No later than thirty (30) Calendar Days following the Effective Date, GPC shall take the following additional actions:

10.3.1. GPC shall establish and publicize a telephone “hotline” that will allow community members to identify concerns or complaints regarding potential community impacts of activities at the GPC Plant. The hotline shall remain active for the full term of the release set forth in Section 13 below; and

10.3.2. GPC shall establish a website or separate page on GPC’s existing website that will inform the public of the hotline, provide a way to identify concerns or complaints online, and provide updates on ongoing pollution reduction efforts or other significant changes at the GPC Plant. The website shall remain active for the full term of the release set forth in Section 13 below.

11. PRELIMINARY APPROVAL BY THE COURT

11.1. Filing. Promptly after this Agreement is signed, the Parties shall file it with the Court, together with (or shortly thereafter followed by) a Motion by Plaintiffs seeking Preliminary Approval of the Settlement Agreement and Notice.

11.2. Cooperation/Facilitating Preliminary Approval. The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order from the Court.

11.3. Stay Orders. In their request for preliminary approval of the Settlement, the Parties will ask the Court to grant preliminary approval, schedule a hearing on the Settlement’s

fairness and adequacy, authorize the issuance of Class Notice of the proposed settlement and hearing, and enjoin and stay the underlying Litigation pending the Court's final ruling approving or denying approval of this Settlement Agreement.

11.4. Non-Approval. In the event the Court denies the Motion for Preliminary Approval of the Settlement, then the Parties will meet and confer in an effort to agree to an amended settlement agreement that addresses the Court's concerns. Within thirty (30) Calendar Days of the denial, the Parties shall either submit a revised agreement to the Court or request a new trial date. If thirty (30) Calendar Days is insufficient time for the Parties to submit a revised agreement to the Court, the Parties may request additional time from the Court.

12. NOTICE AND OBJECTIONS

12.1. Form and Publication of Notice.

12.1.1. Concurrently with the filing of the Motion for Preliminary Approval or as soon thereafter as the Court allows, the Parties shall submit for the Court's approval a form of publication Notice substantially in the form of Exhibit D, a short form Notice substantially in the form of Exhibit E, and a long form Notice substantially in the form of Exhibit C. All such Notices explaining the terms and conditions of the Settlement Agreement and the Class Members' rights with respect to the Settlement shall be in plain language that is readily understandable.

12.1.2. No later than twenty-eight (28) Calendar Days after the Court issues a Preliminary Approval Order, the Settlement Administrator shall begin implementation of the Class Notice Program, including the mailing of the Class Settlement Notice, publication of Notice in print and television media,

implementation of a settlement website, and the processing of Class Member Claim Forms as they are received.

12.1.3. The Parties agree that the form and publication of the Notice as detailed in this Section constitutes the best practicable notice to the Class.

12.2. Objection to Settlement.

12.2.1. As the Class Settlement Notice will instruct, any Class Member may present written objections, if any, explaining why he or she believes the Settlement Agreement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Class Member who wishes to object to any aspect of the Settlement Agreement, or that Class Member's Authorized Representative, must file with the Court a written statement of the objection(s). The statement must include a detailed statement of the objection(s) and the specific reasons for each such objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention. That written statement also must contain the Class Member's printed name, address, telephone number (or that of the Class Member's Authorized Representative if applicable) and information or documentation establishing the objector's status as a Class Member. If the objection is made by an Authorized Representative on the Class Member's behalf, the objection must also provide information establishing the authority of such Authorized Representative to act on the Class Member's behalf. And if the Class Member retains an attorney to submit the objection (which the Class Member may do at his or her own expense), such Attorney must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary

Approval and Class Certification Order; (b) file a sworn declaration attesting to his or her representation of the Class Member on whose behalf the objection is being filed; and (c) satisfy (on behalf of the Class Member) all substantive requirements for objection described in this Section.

12.2.2. Any Class Member (or any Authorized Representative or attorney representing him or her) who wishes to appear in person at the Fairness Hearing must file a written notice of intent to do so with the Court, by the date set forth in the Preliminary Approval Order.

12.2.3. Unless the Court directs otherwise, any Class Member who fails to comply with the provisions of this Section will waive and forfeit the right to object to the Settlement, to appear and be heard on any such objection at the Fairness Hearing, and/or to appeal from the Court's disposition of the Settlement.

13. RELEASE AND ASSIGNMENT

13.1. Release is a Material Term of Settlement. Parties agree to the following release and waiver set forth in Sections 13.1 through 13.5 (the "Release"), which shall take effect on the Effective Date. The terms of the Release are a material term of the Settlement Agreement and will be reflected in the Final Approval Order.

13.2. Released Entities. Grain Processing Corporation and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliates, affiliated corporate entities (including parent, subsidiary, and sister corporations), insurers, reinsurers, and each of their administrators, heirs, and assigns.

13.3. Releasing Entities. All Class Members and, with respect to any Class Member's claims, that Class Member's heirs and assigns.

13.4. Release. In consideration of the Settlement Agreement, all Releasing Entities agree to release the following claims.

13.4.1. The Releasing Entities release and waive, and covenant not to sue regarding all claims, demands, actions, or causes of actions against the Released Entities arising from or related to air emissions (including odor) from the GPC Plant at any time up to and including the Effective Date. This applies without limitation to any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from or in any way related to the air emissions (including odor) from the GPC Plant, including without limitation (a) any claims that were or could have been asserted in the Litigation including, but not limited to, interference with use and enjoyment of property, diminution in property value, damages to property, personal, nuisance-level health annoyances, emotional distress, and personal injury claims; and (b) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, liens, injunctive relief, medical monitoring, attorneys' fees, expert, consultant, or other litigation fees or costs other than fees and costs awarded by the Court in connection with this Settlement, or any other liabilities, that were or could have been asserted in any civil, criminal, administrative, or other proceeding, including arbitration on or

before the Effective Date. This Release applies without limitation to any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, that arise from or in any way relate to or arise out of air emissions from the GPC Plant up to and including the Effective Date.

13.4.2. As part of the Release, the Releasing Entities further release and waive, and covenant not to sue, regarding all claims, demands, actions, or causes of actions of the types specified in Section 13.4.1, against the Released Entities related to air emissions (including odor) from the GPC Plant, from the Effective Date until five (5) years from the Effective Date, except for:

13.4.2.1. Claims arising after the Effective Date from an unexpected and unintended sudden release of contaminants to the environment, occurring after the Effective Date, which poses a significant threat to human health or the environment;

13.4.2.2. Claims arising after the Effective Date for diagnosable personal injuries caused by actions of GPC occurring after the Effective Date;

13.4.2.3. Claims arising after the Effective Date from actions of GPC occurring entirely after the Effective Date that result in substantially

different or substantially greater air emissions, releases, or odors than current operations as of the Effective Date;

13.4.2.4. Claims, brought pursuant to a statutory citizen suit provision, arising after the Effective Date, from alleged statutory violations occurring entirely after the Effective Date.

13.5. Release Not Conditioned on Claim or Payment. Consistent with Iowa Civ. P. Rule 1.272, the Release shall be effective with respect to all Class Members regardless of whether those Class Members filed a Claim Form or received any payment under this Settlement.

13.6. Contingent Release. So long as GPC has complied with Sections 10.1 and 10.2, respectively, requiring installation of the DH5 Dewatering Building scrubber RTO within eighteen (18) months of the Effective Date (subject to Force Majeure) and the completion of the Additional Pollution Control Projects with a cost of no less than \$5 million within five (5) years of the Effective Date (subject to Force Majeure), the Releasing Entities will further release and waive, and covenant not to sue on, all claims, demands, actions, or causes of actions of the types specified in Section 13.4.1 related to air emissions (including odor) arising from the GPC Plant arising after the end of the fifth year following the Effective Date through and including the end of the twelfth year following the Effective Date, except for the claims listed in Section 13.4.2.1 through 13.4.2.4. The interim deadlines set forth in Section 10.2.1 through 10.2.11 are not relevant to the application of the Contingent Release.

14. NO ADMISSION OF LIABILITY/INADMISSIBILITY

14.1. No Admission of Liability. Defendant denies all of the claims as to liability for damages, injunctive relief, fees, and all other forms of relief as well as the class action allegations asserted in the Litigation.

14.2. Settlement Agreement is Not Evidence. Neither this Settlement Agreement, whether approved or not approved, nor any exhibit, document, or instrument that is developed as part of this Settlement Agreement or in order to implement this Settlement Agreement, nor any statement, transaction, or proceeding in connection with its negotiation, execution, or implementation, is intended to nor may it be construed as or deemed to be evidence of an admission or concession by the Parties of any liability, defense, affirmative defense, fault, or wrongdoing, or of the truth of any allegations or defenses in the Litigation, or the valuation or validity of claims or defenses or affirmative defenses to any claims in any context or proceeding other than this Settlement.

14.3. Inadmissibility of Fact of Settlement. Pursuant to this Settlement Agreement, Federal Rule of Evidence 408, Iowa Rule of Evidence 5.408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, and the Settlement Agreement itself (including all exhibits and documents referenced in the Settlement Agreement) and any and all documents used to implement the Settlement Agreement (including Claim Forms, Distribution Protocol, Class Settlement Notices) whether or not finally approved, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability, fault or wrongdoing by or an estoppel against any of the Parties, nor a waiver of any applicable statute of limitation or repose, and shall not be offered or

received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto.

14.4. Publicity of Settlement. Plaintiffs and Class Counsel agree not to represent publicly that this Settlement Agreement (or any individual provision of it) reflects, implies, can or should be used to infer any culpable or harmful act by the Defendant or any of its current, past, or future directors, officers, employees, attorneys, insurers, accountants, direct and indirect shareholders, partners, members and/or agents. Nothing in this provision, however, shall prevent any Party from describing the terms of the Settlement Agreement, the claims or defenses it proposes to resolve, or the underlying facts in the public record, except for documents or information designated by either Party as confidential, which shall continue subject to the Protective Order entered by the Court on January 9, 2013.

15. REPRESENTATION AND WARRANTIES

15.1. Class Counsel is Authorized to Protect Interests of the Class. Class Counsel represent that: (a) they are authorized by the Class Representatives to enter into this Settlement Agreement with respect to the claims asserted in this Litigation and any other claims covered by the Release; and (b) in proposing this Settlement, they are acting to protect the interests of the Class.

15.2. Authorized GPC Representative. GPC represents and warrants that the individual(s) executing this Settlement Agreement on its behalf are authorized to do so.

15.3. Necessary Steps. Class Counsel, on behalf of the Class, and GPC and its counsel represent that they will undertake the necessary steps to support and effectuate the terms of this Settlement Agreement in the event it is approved by the Court.

16. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

16.1. Motions Related to Final Approval. By a date set by the Court, the Parties shall jointly file a Motion for Final Approval. Plaintiffs shall separately move for approval of Attorneys' Fees and Litigation Expenses, and Enhancement Payments for the Class Representatives and Class Member witnesses.

16.2. Final Approval Order. The Parties shall jointly seek a final approval order that:

16.2.1. Approves the Settlement as fair, reasonable, and adequate;

16.2.2. Approves the Settlement Fund Distribution Protocol for determining eligibility for payment, calculating said payments, and distributing Final Payments to all Successful Claimants;

16.2.3. Finds that the Class Notice Program satisfies the requirements of Iowa Civ. P. Rule 1.271;

16.2.4. Permanently bars and enjoins Class Members from commencing, asserting, or continuing any of the Released Claims;

16.2.5. Provides for the continuing jurisdiction of the Court to enforce the terms of this Settlement Agreement.

16.2.6. Incorporates the terms of this Settlement Agreement into the judgment.

16.3. Final Order – Form. If the Court approves this Settlement Agreement following the Fairness Hearing scheduled by the Court pursuant to the Preliminary Approval Order, Counsel for the Parties shall request that the Court enter a Final Approval Order, including

the Court's express determination that there is no just reason for delay and directing that the judgment with respect to all claims by Class Members be deemed as final judgments and permanently enjoining the commencement or continuation of any litigation of the Released Claims.

16.4. Dismissal of Litigation. Plaintiffs agree to seek Court dismissal of the Litigation with prejudice when the Final Order and Judgment is entered, with each Party to bear its own costs, except as otherwise provided herein. Upon the Effective Date, every Class Member shall be barred from initiating, asserting, maintaining, or prosecuting any of the Released Claims.

16.5. Order Implementing Contingent Release. Following satisfaction of the requirements set forth in Section 10.1 regarding installation of the DH5 Dewatering Building RTO and the requirement set forth in Section 10.2 regarding implementation of \$5 million of Additional Pollution Control Projects, but subject to Section 10.2.14 regarding the impact of Force Majeure on the Contingent Release, the Contingent Release in Section 13.6 shall automatically be in effect. GPC may thereafter move the Court for an order confirming the Contingent Release and permanently enjoining the commencement or continuation of any litigation of the claims covered by the Contingent Release.

16.6. Exclusive Remedy. This Settlement Agreement shall be the Releasing Entities' exclusive remedy against Released Entities for any and all of the Released Claims (and claims covered by the Contingent Release when effective). Released Entities shall not be subject to liability or expense of any kind to any Releasing Entity for any Released Claims (or claims covered by the Contingent Release when effective) beyond that which is provided for in this Settlement Agreement. On the Effective Date, Releasing Entities shall

be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a class member, for any Released Claims in any court of law or equity, arbitration, administrative or other forum. On the date the Contingent Release becomes effective, Releasing Entities shall be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action or other proceeding, whether by intervention, joinder or as a class member, for any claims subject to the Contingent Release, in any court of law or equity, arbitration, administrative or other forum. In the event that a Releasing Entity institutes any such action in any court, arbitration tribunal or administrative or other forum against Released Entity subsequent to the Effective Date (or subsequent to effectiveness of the Contingent Release), such action shall be dismissed with prejudice. Nothing herein bars any person from bringing any claims based on conduct by GPC occurring after the end of the twelve (12) year period following the Effective Date.

17. ATTORNEYS' FEES, LITIGATION EXPENSES, AND ENHANCEMENT AWARDS

17.1. Attorneys' Fees, Litigation Expenses and Enhancement Payments. The Parties understand that Class Counsel will submit to the Court an application for attorneys' fees in the amount of not more than 25% of \$51.5 million (the sum of the Settlement Fund, the value of the DH5 RTO, plus \$5 million for the Additional Pollution Control Projects), for reimbursement of close to \$1.7 million out-of-pocket Litigation Expenses through the settlement date, as well as for Enhancement Payments to Class Representatives in the amount of \$25,000 each and Enhancement Payments to contributing Class Member

witnesses in the amount of \$7,000 each,² all subject to Court approval. The amount of these attorneys' fees, expenses, and enhancement payments shall be determined by the Court upon review of the application. The Defendant reserves the right to object to Class Counsel's application.

17.2 Attorneys' Fees and Costs to be Incurred During the Claims Process. The Parties recognize that Class Counsel's duty to Class Members will continue throughout the Claims process. The Parties further recognize that, as a result, additional attorney time and expense will be incurred. They have therefore agreed, subject to the Court's approval, to permit payment out of the Settlement Fund for this purpose in an amount not to exceed \$100,000, to be verified and disbursed by the Settlement Administrator.

18. GENERAL MATTERS

18.1. Binding Effect. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of GPC, the Class Representatives, and Class Members.

18.2. Implementation Efforts. The Parties and their respective counsel will cooperate with each other, act in good faith, and use reasonable efforts to effectuate the implementation of the Settlement Agreement. The Parties further agree to make reasonable efforts to ensure the timely and expeditious implementation of the Settlement Agreement and to minimize the costs and expenses incurred therein.

² These Class Members are: Leticia Alvarado, David Anson, Nathan Baker, Bonnie Cadwell, Walsie Campbell, Dennis Edwards, Kevin Edwards, Patricia Edwards, Harry Estabrook, Mathew Evans, Michael Foster, Suzette Foster, Earl Fuller, Oscar Garcia, Chris Gatton, Wanda Hayes, Lisa Huffman, Tiffany Jarr-Powell, Sheri Leonard, Christina Lindle, Alana Mathis, Amanda Mesa, Kelly Miller, Darla Mills, Jose Molina, Vanessa Murillo, Tim Painter, Sharon Phillips, Wilma Purviance (as Legal Guardian of Tracey Edward Purviance), Timothy Phillips, Torey Rohde, Jerry Roots, David Schrier, Teresa Stropes, Josh Taylor, and Casey Weikert.

18.3. Entire Agreement. The terms and conditions set forth in this Settlement Agreement and exhibits attached constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of these terms as between the Parties hereto and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Settlement Agreement.

18.4. Amendment. This Settlement Agreement may not be modified or amended except in writing signed by counsel for all of the Parties and after approval by the Court.

18.5. Notices. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal or Iowa court holidays) express delivery service as follows:

If to GPC, then to:

Joshua B. Frank
Baker Botts L.L.P.
1299 Pennsylvania Avenue, NW
Washington, D.C. 20004-2400

Michael R. Reck
Belin McCormick, P.C.
666 Walnut Street, Suite 2000
Des Moines, IA 50309-3989

If to the Class, then to:

Scott A. Entin
Miner, Barnhill & Galland, P.C.
325 N. LaSalle Street, Suite 350

Chicago, IL 60654

Sarah E. Siskind
Miner, Barnhill & Galland, P.C.
44 East Mifflin Street, Suite 803
Madison, WI 53703

James C. Larew
Claire M. Diallo
Larew Law Office
504 E. Bloomington St.
Iowa City, IA 52245

18.6. Construction. The Settlement Agreement is the result of a mutual negotiation among the Parties and their counsel and shall not be construed in favor of or against any Party by reason of authorship.

18.7. Offer of Compromise. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of the both Iowa's and the Federal Rules of Evidence.

18.8. Severability. The provisions of this Settlement Agreement are not severable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Defendant, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

18.9. Governing Law. This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by and interpreted according the Iowa Rules of Civil Procedure and applicable jurisprudence related thereto, and the laws of the State of Iowa, without regard to conflict of law rules.

18.10. Retention of Jurisdiction. This Court shall have exclusive jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement and any dispute arising out of or related to this Settlement Agreement.

18.11. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

18.12. Notice of Breach. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement. This section shall not apply to GPC's obligations under Section 10.1 (regarding the deadline for installation of the DH5 RTO) or under Section 10.2 (regarding the deadline for the completion of the Additional Pollution Control Projects).

18.13. Counterparts. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

18.14. Deadlines. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by duly authorized representatives on the dates indicated below.

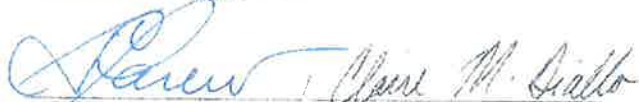
Dated this 5th day of October, 2018.



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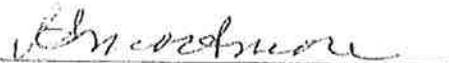


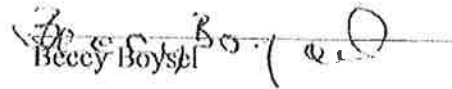
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CLASS COUNSEL

Dated this 8th day of October, 2018.


Laurie Freeman



Sharon Mockmore

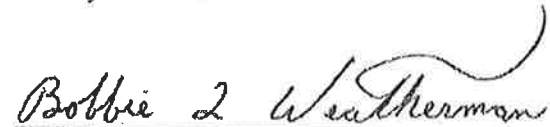

Beccy Boyse


Gary D. Boyse


Linda L. Goreham


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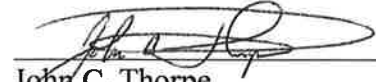

Kelcey Brackett


Bobbie Lynn Weatherman

CLASS REPRESENTATIVES

Dated this 8th day of October, 2018.

**GRAIN PROCESSING
CORPORATION**



John C. Thorpe
President, GPC

1600 Oregon Street

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EXHIBIT LIST

Exhibit A: Settlement Fund Distribution Protocol

Exhibit A-1: Settlement Calculator Spreadsheet

Exhibit B: Claim Form

Exhibit C: Long Form Class Settlement Notice

Exhibit D: Publication Class Settlement Notice

Exhibit E: Short Form Class Settlement Notice

Exhibit F: Class Area Maps

Exhibit A to Class Action Settlement Agreement

Settlement Fund Distribution Protocol

The Settlement Administrator and Appeal Adjudicator shall process claims under the criteria set forth in this Distribution Protocol. Only those Claimants who satisfy the applicable criteria in the Settlement Agreement and this Distribution Protocol are eligible to receive payment under the Settlement. All capitalized terms in this Distribution Protocol, if not defined herein, shall have the meaning that they are given in the Settlement Agreement.

I. Use of the Settlement Fund: The Settlement Fund shall be used to (a) make payments to Successful Claimants pursuant to the terms of this Settlement Agreement; (b) pay applicable Administrative Expenses; (c) pay applicable Attorneys' Fees and Litigation Expenses awarded by the Court to Class Counsel; (d) pay Enhancement Payments awarded by the Court; and (e) allocate any Remainder Funds as outlined in the Settlement Agreement and as set forth herein below.

II. Settlement Claim Forms:

A. A separate Claim Form must be filled out, signed under penalty of perjury, and submitted by each Class Member seeking payment (or in the case of minors, deceased Class Members, or otherwise incapacitated Class Members, by the Class Member's Authorized Representative) within the deadline set in the Class Settlement Notice.

B. The Claim Form will provide all of the information the Settlement Administrator requires in order to: (i) determine whether the Claimant is a Class Member; (ii) identify the location(s) of each Class Member's residence(s) and verify that the location(s) is an/are Eligible Residence(s); (iii) verify that the Claimant actually resided at the Eligible Residence(s) during the time periods claimed; (iv) identify current contact information for the Claimant; and (v) calculate each Claimant's payment amount; and (vi) distribute payment to the appropriate recipient in the appropriate manner.

III. Eligibility: To be eligible for payment, a Claimant (i) must be a Class Member; (ii) must *not* be an Opt-Out or be a Minor whose Legal Guardians are all Opt-Outs; and (iii) must timely submit (by self or an Authorized Representative) a signed complete Claim Form with the necessary documentation.

IV. Proofs Required for Successful Claim: The proofs required for a successful claim are set forth on the Claim Form.

V. Explanation of Settlement Calculator Spreadsheet:

A. The Parties' Settlement Calculator Spreadsheet ("Calculator") (Exhibit A-1) will be used by the Settlement Administrator to determine Base Payment Amounts for each Successful Claimant. Depending on the actual number of Claim Forms submitted, the Base Payments Amounts will be adjusted by the Settlement

Administrator after all Claim Forms have been submitted and resolved to arrive at the Final Payment Amount for each Claimant.

- B. The Calculator was developed by the Parties and their experts in arms-length negotiations leading to this Settlement as the fairest way to allocate settlement proceeds under this Agreement.
- C. The Calculator generates Base Payment Amounts for each known Eligible Residence, for every year during the Class Damages Period (partial year for 2007, and full years for 2008 through 2017) based on modeled ambient concentrations of volatile organic compounds, sulfur dioxide, and particulate matter at each Eligible Residence. For year 2017, concentrations were approximated based on a comparison of emissions from the GPC Plant in 2017 to emissions in 2016. The Calculator allocates payments among Eligible Residences based on the relative ambient concentrations at such Eligible Residences such that Eligible Residences with higher ambient concentrations will receive proportionately higher Base Payments under the Settlement.
- D. Given any amount of Net Proceeds to be distributed (to be determined as described below), the Calculator will generate a Base Payment Amount for each known Eligible Residence for each year. Any Eligible Residence proven to the Settlement Administrator but not already listed on the Calculator shall be added to the Calculator, with concentration data for these additional Eligible Residence keyed to the modeled concentrations generated for the closest Eligible Residence already listed. To determine actual Base Payment Amounts for each Successful Claimant, the Settlement Administrator shall create a tool programmed to prorate the amounts set forth in the Calculator based on the Eligible Residence(s) and Eligible Tenure at such Residence(s) of each such Successful Claimant.

VI. Claims Process:

- A. **Eligibility Review.** The Settlement Administrator shall determine, based on the information provided on and with the Claim Form, whether the Claimant is eligible for payment under the Settlement, *i.e.*, whether the Claimant is a Class Member as defined by the Settlement, and, if so, the Claimant's Eligible Tenure at one or more Eligible Residences.
- B. **Timing of Review of Claim Forms.** The Settlement Administrator shall review the Claim Forms submitted on a rolling basis as they are filed. However, as set forth below, Notices of Eligibility (including notice of the right of appeal) shall be issued to all Claimants simultaneously, only after the deadline for submitting Claim Forms has passed, all timely Claim Forms have been reviewed and evaluated by the Settlement Administrator for Class Member status and Eligible Tenure, and the Parties have had an opportunity to provide comments as part of the Pre-Notice of Eligibility Review described in Section VI.F below.

- C. **Determination of Insufficiency of Information.** For each Claim Form submitted, the Settlement Administrator shall determine whether sufficient information has been submitted to determine whether or not the Claimant is a Class Member eligible to receive payment under the Settlement and if so, the Class Member's Eligible Tenure. If the Settlement Administrator requires more information to determine Class Membership or Eligible Tenure, it shall request such information, with specificity, as set forth in Section VI.D.
- D. **Request for Additional Information.** If the Settlement Administrator determines that the Claimant has provided insufficient information to establish either Class Member status and/or Eligible Tenure, the Settlement Administrator shall notify the Claimant that additional information is required, specify in precise and plain language the information required, and give the Claimant thirty (30) Calendar Days to cure the deficiency (or additional time for good cause shown). In this request, the Settlement Administrator shall also notify the Claimant that unless the additional information is provided within the time given, the Claim will be denied in whole or in part.
- E. **Initial Determinations of Claimants' Class Member Status and Eligible Tenure.** Based on the information provided on and with each Claim Form, and any additional information provided by a Claimant upon request from the Settlement Administrator, the Settlement Administrator shall initially determine whether the Claimant is a Class Member (hence a Successful Claimant) and, if so, the Claimant's Eligible Tenure at each Eligible Residence identified on the Claim Form.¹
- The Settlement Administrator's initial determination that a Claimant is or is not a Class Member and its determination of a Claimant's Eligible Tenure shall be called the "Initial Determinations." These working estimates will be for use by the Parties only, not for disclosure to Claimants.
- F. **Pre-Notice Review by the Parties.** The Settlement Administrator shall give the Parties an opportunity to review and comment on the Initial Determinations for all Claimants ("Pre-Notice of Eligibility Review") by providing the Parties with a Proposed Initial Determinations Report listing (1) all Claim Forms timely filed, (2) the Settlement Administrator's proposed determinations of each Claimant's Class Member status, (3) if the Claimant *is* determined, at this stage, to be a Class Member, his/her Eligible Tenure at each Eligible Residence and (4) the Base Payment Amount generated by the Calculator for each Eligible Residence based on this information. That Base Payment Amount will be generated as follows:

¹ As noted above, if a Claimant files a Claim Form for a residence within the Class Area boundary that was not already listed on the Settlement Calculator Spreadsheet, the Settlement Administrator shall confirm that the residence is an Eligible Residence under the Settlement Agreement and add it to the Calculator. The Calculator shall be programmed, for purposes for allocating payments among all Eligible Residences, to assign concentration data to the new Residence equal to the concentrations shown for the nearest listed Residence.

1. For purposes of the Pre-Notice of Eligibility Review only, the Settlement Administrator will enter into the Calculator, as a pre-notice review estimate of the amount of net funds expected to be available for distribution, either \$30 million or such other amount as requested jointly by the Parties, in writing.
2. For each proposed Successful Claimant, the Settlement Administrator will use the Calculator, along with the additional tool described in Section V.D for prorating payment amounts based on Eligible Tenure, to determine the Base Payment Amount for use by the parties during Pre-Notice of Eligibility Review. If, for any given year within the Class Damages Period, the Claimant's Tenure of Residence is only part of a year, the proposed Base Payment Amount for that year shall be prorated using the proration tool to reflect the percentage of time within that year that the Successful Claimant maintained Tenure of Residence. For example, if the Tenure of Residence for an Eligible Residence was March 1, 2008 to September 30, 2010, the Successful Claimant would be awarded 306/366 of the amount stated for 2008 (a leap year), 100 percent of the amount stated for 2009, and 273/365 of the amount stated for 2010. To calculate the Base Payment Amount for a Claimant who resided at more than one Eligible Residence, the Base Payment Amounts would be calculated separately for each Eligible Residence and then summed. Tenure at a property outside the Class Damages Period will not be considered.

The Initial Determinations Report shall be provided to only GPC and Class Counsel, along with copies of the Claim Forms and any additional backup documentation that GPC or Class Counsel request. GPC and Class Counsel shall have twenty-one (21) Calendar Days to review the information on the Initial Determinations Report and provide comments to the Settlement Administrator. The Settlement Administrator shall consider these comments and, if necessary as a result of the comments, may request additional information from one or more Claimants. If additional information is requested, the Settlement Administrator shall require that such Claimant(s) provide a response to be emailed or postmarked no later than fourteen (14) Calendar Days from the date the request was sent. The Settlement Administrator shall consider comments from GPC and Class Counsel, along with any additional information received, and shall address such comments as the Settlement Administrator deems appropriate prior to mailing Notices of Eligibility to all Claimants as set forth below. Upon request by either Party, the Settlement Administrator shall provide a written response to said comments within seven (7) Calendar Days of such request. The intent of this process is for the Parties to provide information to facilitate the identification of potential errors, fraud, and abuse, which both parties wish to eliminate to the extent possible, prior to the Notice of Eligibility being sent out.

- G. **Notice of Eligibility.** Following consideration of any comments provided by the Parties, and any further inquiry or adjustment the Settlement Administrator deems such comments to require, the Settlement Administrator shall issue, to all

Claimants, Notices of Eligibility by standard U.S. mail at the address provided by the Claimant. The Notice of Eligibility shall inform each Claimant of the Settlement Administrator's determinations as to whether the Claimant is or is not an eligible Class Member, and if so, the dates of Eligible Tenure at the Claimant's Eligible Residence(s), the reasons for each such determination, and the process for appeal. If a Claim or part of a Claim is denied for lack of supporting documentation, the Notice shall identify the information that was missing.

The Notice of Eligibility shall not set forth the Base Payment Amounts provided to the Parties as part of the Pre-Notice Review described by Section VI.F because these amounts are preliminary and likely to be adjusted depending on the number of Successful Claimants whose claims are verified by the Settlement Administrator or after Appeal, and formulaic once the Claimant's Eligible Residences and Eligible Tenure are determined. Successful Claimants shall be notified of their Final Payment Amounts following completion of the Appeal Process, as set forth below.

H. **Appeal Process.** Each Claimant shall have an opportunity to appeal from the determinations of Class Member status and Eligible Tenure set forth in the Notice of Eligibility as follows:

1. A Claimant (or the Claimant's Authorized Representative) may initiate an appeal by submitting to the Settlement Administrator a written statement of appeal explaining, with specificity, the basis for the appeal. The appeal must be emailed or postmarked no later than twenty-one (21) Calendar Days from the date of the Notice of Eligibility sent by the Settlement Administrator (and the Notice of Eligibility must so state).
2. The Settlement Administrator shall promptly provide the appeal statement to the Appeal Adjudicator with copies to Counsel for both Parties, who will have twenty-one (21) Calendar Days to comment to the Appeal Adjudicator on the appeal, with copies of said comments, if any, to be provided to the appealing Claimant (by email if possible, or by mail) and opposing counsel.
3. The Appeal Adjudicator, and or his designees, shall promptly review each appeal statement, the record available to the Settlement Administrator (i.e., the original Claim Form(s) and any supplemental information provided by the Claimant pursuant to a request by the Settlement Administrator under Section VI.D above), along with any comments by the Parties in response to the Appeal and correspondence showing whether the Settlement Administrator provided an opportunity to cure, and forthwith issue a written determination in light of the terms of the Settlement Agreement and the Distribution Protocol, stating the outcome of the appeal (i.e., whether the Claimant is a Class Member, his or her Eligible Tenure at his or her Eligible Residence(s) and or whether, if cure opportunity was not given, the Settlement Administrator abused its

discretion in denying all or part of the claim), and the Appeal Adjudicator's reasoning. The Appeal Adjudicator shall apply a clear error standard in reviewing the determinations of the Settlement Administrator. New documentation will not be considered. However, if the Appeal Adjudicator determines that the Settlement Administrator abused its discretion by failing to provide a Claimant an opportunity to cure, then the Appeal Adjudicator shall immediately instruct the Settlement Administrator to send a request for additional information as described in Section VI.D. The eligibility review process shall then continue in the same manner as if the request for cure was given in the first instance. The Parties, Settlement Administrator, and Appeal Adjudicator shall make every effort to avoid delay.

4. The Appeal Adjudicator will issue a decision on each appeal, stating the outcome of the appeal (i.e., whether the Claimant is a Class Member and/or his or her Eligible Tenure at his or her Eligible Residence(s)) and the Appeal Adjudicator's reasoning.
5. The outcome of the Appeal Adjudicator process, as described herein, shall be final.

I. **Determination of Final Payment Amounts.** After all appeals have been resolved and Class Counsel's Attorneys' Fees and Litigation Expenses and any Enhancement Awards have been set by the Court, the Settlement Administrator shall make a binding projection of the additional Administrative Expenses to be incurred in the final distribution and termination of the Settlement Fund; it shall prepare a final list of Successful Claimants and their Eligible Tenure for each Eligible Residence; and it shall then calculate the Final Payment Amounts based on the final Eligible Tenure for each listed Successful Claimant as follows:

1. First, the Settlement Administrator shall determine the balance of funds in the Settlement Fund, including accrued interest;
2. From this balance, it shall subtract any Attorneys' Fees and Litigation Expenses the Court has awarded to Class Counsel that have not yet been paid.
3. Next, it shall subtract the sum of any Enhancement Payments awarded by the Court that have not yet been paid.
4. Then, it shall subtract the sum of Administrative Expenses, including expenses incurred but not yet paid from the Settlement Fund (including proper accounting for Advanced Payments) and expenses the Settlement Administrator has projected will be necessary to complete the requirements of the Settlement Agreement and terminate the Settlement Fund.

5. The remaining amount shall be the amount available to be distributed to Successful Claimants and shall be called “Net Proceeds,” of which the Settlement Administrator shall provide an accounting to the Parties.
6. Once the Net Proceeds amount is confirmed by the Parties or after seven (7) Calendar Days following the accounting, whichever is sooner, the Settlement Administrator shall enter the Net Proceeds amount into the Calculator Spreadsheet to determine the final Base Payment Amounts for each Eligible Residence. The Settlement Administrator shall thereafter use the proration tool described in Section V.D to prorate the amounts set forth in the Calculator based on each Claimant’s Eligible Tenures to get the Claimants’ Base Payment Amounts.

J. **Allocation of Any Remainder Funds and Final Payments.** If the total of all Base Payment Amounts for Successful Claimants exceeds the Net Proceeds calculated in Section VI.I, then the Settlement Administrator shall reduce the individual Base Payment Amounts for Successful Claimants *pro rata* so that the Net Proceeds are sufficient to pay all Successful Claimants’ claims. However, if the Net Proceeds *exceed* the total of Base Payment Amounts for Successful Claimants, then the Remainder Funds shall be allocated as follows:

1. The first \$2 million of any Remainder Funds shall be allocated to the Community Fund (as set forth in Section 7 of the Settlement Agreement).
2. Any additional Remainder Funds shall be split, with 50% allocated to the Successful Claimants to increase their individual Base Payment Amounts *pro rata*, and the other 50% allocated to GPC.

The Settlement Administrator shall calculate the Final Payment Amount for each Successful Claimant by adjusting the Base Payment Amount for such Successful Claimant as required above.

K. **Distribution of Final Payment Amounts.** The Settlement Administrator shall distribute these Final Payment Amounts to Successful Claimants as follows:

1. The Settlement Administrator shall mail the Final Payment Amount to each Successful Claimant (including any allocation from the Remainder Funds described in Section VI.J) at the mailing addresses provided on the Claim Forms (or such later address provided in the event of a change of address) except that for payments to minors, otherwise incapacitated and/or deceased Successful Claimants, payments shall be mailed as follows:
 - a. Payments for minors or Class Members who lack legal capacity shall be mailed (in the form of a check made out in the name of such Class Member) as directed by such Successful Claimant’s parents or Legal Guardians where all applicable Legal Guardians are identified on, and sign, such Successful Claimant’s Claim

Form, authorizing the Settlement Administrator to mail them in the care of one of the Legal Guardians to the address provided in the Claim Form. Where the Successful Claimant has more than one parent or Legal Guardian, and the authorization is not signed by both or all such persons, disposition of where to mail the payment will be made by a Guardian Ad Litem appointed by the Court. Any fee charged by said Guardian Ad Litem will be charged against the settlement payment in question before its distribution to the Claimant.

- b. Payments to the estate of any deceased Successful Claimants shall be made to the deceased Claimants' Authorized Representatives, upon provision to the Settlement Administrator of appropriate proof and in accordance with applicable law.
 2. The Settlement Administrator shall transfer any Remainder Funds allocated to the Community Fund as required by Section VI.J to a separate account to be administered by the Community Fund Committee; and it shall transfer to GPC any Remainder Funds allocated to GPC as required by Section VI.J.
 3. The Settlement Administrator shall finalize any remaining payments for Administrative Expenses out of funds reserved for that purpose as set forth above. If the Settlement Administrator's actual expenses are less than the expenses previously projected, the difference shall be transferred to the Community Fund.
 4. Funds for which checks are mailed to Successful Claimants but not cashed after one hundred and eighty (180) Calendar Days shall be void and the amounts shall be transferred to the Community Fund.
- L. **Termination.** Once all timely filed Claims and any appeals have been processed, payments to Successful Claimants have been distributed, and any Remainder Funds have been identified and paid pursuant to Sections VI.J and VI.K, the Settlement Administrator shall provide a complete accounting to Counsel for both Parties. The Parties shall file a report to the Court seeking an order confirming that the purpose of the Settlement Fund has been fulfilled and shall submit a proposed order authorizing the Settlement Administrator to terminate the Settlement Fund. The Settlement Administrator shall thereafter terminate the Settlement Fund and shall ensure the proper and timely filing of any final tax reports or returns.