

PLAN OF ALLOCATION

I. Amount Payable To A Claimant.

If a person or entity ("Claimant") submitting a Proof of Claim is not a member of any Settlement Class, then that Claimant shall not be entitled to any distribution from any Settlement. If a Claimant is a member of a Settlement Class that has been granted Final Approval, then that Claimant's eligibility to participate in this Plan of Allocation, and the amount of payment the Claimant shall receive (if any), is described below. For each Settlement the Court approves, the Net Settlement Amount for that Settlement shall be distributed to Eligible Claimants for that Settlement as follows.

II. Definitions.

1. "Allocation Pool" shall mean the aggregate Net Settlement Funds of each Settlement Agreement for which there has been a Final Judgment.
2. "Class States" shall mean: Alabama, Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.
3. "Eligible Claimant" shall mean any member of one or more of the Settlement Classes who submits a timely and valid Proof of Claim.
4. "Net Settlement Amount" shall mean, for each Settlement, the Total Settlement Amount for that Settlement, less Court-approved attorneys' fees, reimbursement of costs and expenses, incentive awards, and fees and costs associated with issuing notice and claims administration.
5. "Notice" shall mean the legal notice authorized by the Court in the case of *In re Liquid Aluminum Sulfate Antitrust Litigation*, Civil Action No. 16-md-2687 (JLL) (JAD) to be disseminated to the class of indirect purchasers of liquid aluminum sulfate.
6. "Proof of Claim" shall mean the document titled "Consumer Proof of Claim and Release," which is available for download at www.LiquidAluminumSulfate.com, or by calling 1-866-217-4455. The timeliness and validity of a Claimant's Proof of Claim shall be determined by the Claims Administrator.
7. "Qualifying Claim" shall mean a Proof of Claim Form timely submitted to the Claims Administrator.
8. "Settlement" shall mean any one of the three Settlement Agreements described in the Notice.
9. "Settlement Class" shall mean the class of persons or entities described in the Notice.
10. "Total Settlement Amount" shall mean, for each Settlement, the amount of settlement funds

payable under that Settlement Agreement, as described in the Notice.

III. Distribution Among Eligible Claimants *Inter Se*.

No Eligible Claimant shall be permitted to recover from the Allocation Pool unless that Claimant submits a Proof of Claim.

The Allocation Pool shall be distributed to Eligible Claimants on a *pro rata* basis. To determine each Eligible Claimant's *pro rata* share of an Allocation Pool, the Claims Administrator shall multiply the total value of the Allocation Pool by a fraction, for which (a) the numerator is the Qualifying Claim for that Eligible Claimant, and (b) the denominator is the sum total of all Qualifying Claims by all Eligible Claimants for the Allocation Pool. If an Eligible Claimant's payment amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Eligible Claimant. In no event shall any Eligible Claimant be allowed to collect more than an amount equal to that Claimant's Qualifying Claim.

IV. Remaining Funds.

In the event there are Settlement Funds remaining after distribution of all payments to Eligible Claimants according to Section III of this Plan of Allocation, if Interim IPP Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator, no less than seven (7) months after the initial distribution, will conduct a second re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlements, including for such re-distribution, to Eligible Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions may occur thereafter in the same manner if Interim IPP Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so. At such time as it is determined that the re-distribution of funds remaining is not cost-effective, the remaining Funds will be distributed to charities or other beneficiaries that have objectives related as closely as possible to the purposes and remedies sought by the class action. These beneficiaries will be suggested by Interim IPP Lead Counsel and are subject to approval by the Court at the appropriate time, if circumstances warrant.

V. Administration.

All determinations under this Plan of Allocation shall be made by the Claims Administrator, subject to review by Lead Counsel and approval by the Court.

VI. Amendments to the Plan of Allocation.

This Plan of Allocation may be amended. To obtain the most up-to-date information regarding the Plan of Allocation, please visit www.LiquidAluminumSulfate.com or call 1-866-217-4455.