

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: FOUNDRY RESINS ANTITRUST LITIGATION	X : : : X	CIVIL ACTION NO. 04-415 MDL DOCKET NO. 1638
--	-----------------------	--

**NOTICE OF PENDENCY OF CLASS ACTION AND
SETTLEMENT WITH HAI DEFENDANTS AND DEFENDANT ASHLAND**

TO: ALL PERSONS LOCATED IN THE UNITED STATES WHO PURCHASED FOUNDRY RESINS DIRECTLY FROM ASHLAND INC.; BORDEN CHEMICAL, INC. (N/K/A HEXION SPECIALTY CHEMICALS, INC.); HÜTTENES-ALBERTUS CHEMISCHE WERKE GMBH; DELTA-HA, INC.; OR HA INTERNATIONAL LLC (“DEFENDANTS”) AT ANY TIME DURING THE PERIOD FROM JANUARY 1, 2001 THROUGH DECEMBER 31, 2003 (“THE CLASS PERIOD”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY LAWSUITS NOW PENDING IN THIS COURT.

NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure of (i) the pendency of this litigation; (ii) the certification by the United States District Court for the Southern District of Ohio, Eastern Division of a litigation class; and (iii) settlements that the Class has obtained in the amounts of: \$6.9 million (subject to a reduction of approximately \$600,000) with Defendants HA International LLC, Borden Chemical, Inc. (n/k/a Hexion Specialty Chemicals, Inc.), Hüttenes-Albertus Chemische Werke GmbH, and Delta-HA, Inc. (collectively, the “HAI Defendants”), and \$7.9 million with Defendant Ashland Inc. (“Ashland”). If both settlements are approved, after the above-referenced reduction, the combined settlements will total approximately \$14.2 million.

If you purchased Foundry Resins, as defined in Section I below, in the United States directly from any of the Defendants (or from any of their predecessors, or controlled subsidiaries or affiliates) during the Class Period, you are a member of the Class. However, those persons who previously filed their own individual (non-class) action now currently pending in the Southern District of Ohio are not members of the Class. The Defendants are Borden Chemical, Inc.; Hüttenes-Albertus Chemische Werke GmbH; Delta-HA, Inc.; HA International LLC; and Ashland Inc.

Your options with respect to this class action are described later in this Notice (Section IV). Specifically, your rights are to:

- Remain a member of the Class, in which case you will be able to participate in the settlements (described below) and be bound by any judgment whether or not favorable to the Class;
- Exclude yourself from the Class, in which case you will not be a member of the Class for any purpose and will not be permitted to participate in the settlements with the Defendants;
- Object to the proposed settlements with the Defendants;
- Object to the plan of distribution of the settlement funds, the request for attorneys’ fees, litigation expenses and incentive awards for the class representatives;
- Enter an appearance as a Class member in the litigation through your own Counsel at your own expense.

You do not need to take any action at this time if you wish to remain in the Class and you do not object to the settlements with the Defendants and wish to share in the settlement funds, and do not object to the request for attorneys’ fees, litigation expenses or incentive awards for the class representatives.

I. DEFINITION OF THE CLASS

By Order dated May 2, 2007, as amended by an Order dated October 9, 2007 the Court certified the following Class:

All persons located in the United States (excluding Defendants, their parents, predecessors, subsidiaries, and affiliates, and co-conspirators, as well as government entities) who purchased Foundry Resins directly from Defendants or any of their predecessors, or controlled subsidiaries or affiliates, at any time during the period from January 1, 2001 through December 31, 2003 (the “Class Period”).

The term “Foundry Resins” is defined as resin systems (often including a resin, co-reactant and catalyst) and refractory coatings used in foundries to produce casts and molds to cast metal. The term Foundry Resins excludes

resin coated sand and liquid and flake shell resins. Additionally, the class claims do not include purchases under written contracts that were entered into before January 1, 2001, continued through December 31, 2003, and provided for changes in prices based solely on changes in cost of materials.

II. BACKGROUND OF THE LITIGATION

In 2004, several class action lawsuits were filed against the Defendants by direct purchasers of Foundry Resins. On October 26, 2004, those lawsuits were consolidated before the United States District for the Southern District of Ohio Eastern Division (the "Court"). Plaintiffs allege that the Defendants unlawfully conspired to fix, raise, maintain or stabilize the prices of, and to allocate markets and customers for Foundry Resins sold in the United States during the Class Period, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Plaintiffs claim that, as a result of these alleged violations of the antitrust laws, they and other members of the Class paid more for Foundry Resins than they would have paid absent such conduct, and seek recovery of treble damages, together with reimbursement of costs and an award of attorneys' fees.

By Order dated May 2, 2007, as amended by Order dated October 9, 2007, the Court certified the Class and appointed Plaintiffs and Class Counsel to represent the interests of the Class. On November 14, 2007, the District Court granted preliminary approval to the proposed settlement between the Class and the HAI Defendants. On December 13, 2007, the District Court granted preliminary approval to the proposed settlement between the Class and Defendant Ashland, and ordered that this Notice be provided to the Class members.

At this time neither Plaintiffs nor Defendants have proven their assertions. Defendants deny the allegations of the Complaint. The Court expresses no opinion as to whether the Plaintiffs' allegations are correct or whether Defendants have engaged in any wrongdoing. The purpose of this Notice is to inform you of the Class Certification Order, the proposed settlement with the Defendants, and the options available to you.

III. THE PROPOSED SETTLEMENTS WITH THE HAI DEFENDANTS AND ASHLAND INC.

A. The HAI Settlement

1. Settlement Amount

After extensive negotiations, Plaintiffs on behalf of the Class have entered into a Settlement Agreement with the HAI Defendants. Under the terms of this Agreement, which includes a most-favored-nation provision (which is further described in Section III.A.3 below), the HAI Defendants will provide a payment in the amount of \$6.9 million in exchange for a release of all claims asserted and certain claims that could have been asserted in the litigation, as described more fully in Section III.A.2, below. Under the terms of the most-favored-nation provision of the Agreement, the \$6.9 million amount will be reduced by approximately \$600,000, resulting in a net payment from the HAI Defendants of approximately \$6.3 million. This Settlement Agreement is subject to Court approval. Counsel for the Class believe that the proposed settlement will provide substantial benefits to the Class and is fair, reasonable and adequate.

2. Release Terms

Under the Settlement Agreement with the HAI Defendants, the Class, Class Members and related persons and entities have agreed to release certain claims against the HAI Defendants. In particular, under the Settlement Agreement, each Releasor (as defined below) shall release and forever discharge and shall be deemed to have covenanted and agreed that it will forever refrain from instituting against each Releasee (as defined below), either individually or collectively, any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, for damages whenever incurred, equitable relief, and liabilities of any nature whatsoever, including, without limitation, all costs, expenses, interest, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, which Releasors or any of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have, arising under any federal, state, unfair competition, unfair practices, price discrimination, unitary pricing, unfair trade practice, or civil conspiracy law, or any other similar domestic law, to the date of this Agreement, including, without limitation, all claims relating to (a) the direct purchase, direct sale, pricing, discounting, marketing, manufacturing, or distribution of Foundry Resins; and (b) any conduct alleged in the Action including, without limitation, all Claims that have been asserted or could have been asserted in the Action against the Releasees or any of them. However, the foregoing released claims do not include: claims based on any product defect, warranty, uniform commercial code, breach of contract; purchases of Foundry Resins outside the United States; or indirect purchases of Foundry Resins.

"Releasors" means each Class member and each Class representative, jointly and severally, individually, and collectively, and their present and former direct and indirect parents, subsidiaries, members, affiliates, divisions, predecessors, successors, and assigns, and their respective present and former officers, directors, employees, partners,

general partners, limited partners, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing.

“Releasees” means the HAI Defendants, jointly and severally, individually, and collectively, and their present and former direct and indirect parents, subsidiaries, members, affiliates, divisions, predecessors, successors, and assigns, and their respective present and former officers, directors, employees, partners, general partners, limited partners, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing.

“Affiliate” means any entity controlling, controlled by or under common control with a Releasee or Releasor.

3. Most-Favored-Nation Terms

Under the terms of the Settlement Agreement, for a period of 12 months from October 29, 2007, the HAI Defendants may not enter a settlement agreement with any entity that qualifies as a member of the Class but excluded itself from the Class (an “opt-out entity”), for a settlement amount representing a Settlement Ratio (*i.e.*, the dollar amount paid in settlement by the HAI Defendants to the opt-out entity divided by the dollar amount of sales of Foundry Resins by the HAI Defendants to the opt-out entity during the Class Period) greater than the Settlement Ratio for the Class settlement (*i.e.*, the dollar amount paid to the Class by the HAI Defendants, pursuant to the Settlement Agreement, divided by the dollar amount of sales of Foundry Resins that the HAI Defendants made to members of the Class during the Class Period), unless the HAI Defendants pay into the Class settlement fund an amount that would cause the Settlement Ratio for the HAI Class settlement to be equivalent to the Settlement Ratio of the opt-out entity.

Conversely, for a period of 12 months from October 29, 2007, the Class plaintiffs may not enter into a settlement with Ashland for a settlement amount representing a Settlement Ratio less than the Settlement Ratio for the HAI Class settlement, unless the Class pays to the HAI Defendants an amount that would cause the Settlement Ratio for the HAI Class settlement to be equivalent to the Settlement Ratio between the Class and Ashland.

Based on the settlement amount of the Ashland settlement, and the dollar amount of Ashland’s sales of Foundry Resins to Class members during the Class Period, HAI will be entitled to reduce its payment to the Class by approximately \$600,000 if both settlements are approved. The final amount of the reduction will be determined by the actual dollar amount of Ashland’s sales of Foundry Resins to Class members during the Class Period. If both settlements are approved, HAI would pay approximately \$6.3 million and Ashland would pay \$7.9 million, for a total combined settlement amount of approximately \$14.2 million.

The HAI Defendants have the right to rescind the Settlement Agreement if it is not approved in its entirety or if Class member exclusions exceed certain levels.

This is only a summary of the terms of the proposed HAI Settlement Agreement. To obtain a complete copy of the HAI Settlement Agreement, you may review the file at the Clerk’s Office, request a copy from the Settlement Administrator, or review and print a copy at www.hrsclaimsadministration.com.

B. The Ashland Settlement

1. Settlement Amount

After extensive negotiations, Plaintiffs on behalf of the Class have entered into a Settlement Agreement with Defendant Ashland. Under the terms of this Agreement, Ashland will provide a payment in the amount of \$7.9 million in exchange for a release of all claims asserted and certain claims that could have been asserted in the litigation, as described more fully in Section III.B.2, below. This Settlement Agreement is subject to Court approval. Counsel for the Class believe that the proposed settlement will provide substantial benefits to the Class and is fair, reasonable and adequate.

2. Release Terms

Under the Settlement Agreement with Ashland, Class Members and related persons and entities have agreed to release certain claims against Ashland. In particular, under the Settlement Agreement, each Releasor (as defined below) shall release and forever discharge and shall be deemed to have covenanted and agreed that it will forever refrain from instituting against each Releasee (as defined below), either individually or collectively, any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, for damages whenever incurred, equitable relief, and liabilities of any nature whatsoever, including, without limitation, all costs, expenses, interest, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, which Releasors or any of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have, arising under any federal, state, unfair competition, unfair practices, price discrimination, unitary pricing, unfair trade practice, or civil conspiracy law, or any other similar domestic law, to the date of this Agreement, including, without limitation, all claims relating to

(a) the direct purchase, direct sale, pricing, discounting, marketing, manufacturing, or distribution of Foundry Resins; and (b) any conduct alleged in the Action including, without limitation, all Claims that have been asserted or could have been asserted in the Action against the Releasees or any of them. However, the foregoing released claims do not include: claims based on any product defect, warranty, uniform commercial code, breach of contract; purchases of Foundry Resins outside the United States; or indirect purchases of Foundry Resins.

“Releasors” means each Class member and each Class representative, jointly and severally, individually, and collectively, and their present and former direct and indirect parents, subsidiaries, members, affiliates, divisions, predecessors, successors, and assigns, and their respective present and former officers, directors, employees, partners, general partners, limited partners, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing.

“Releasees” means the Defendant Ashland and its present and former direct and indirect parents, subsidiaries, members, affiliates, divisions, predecessors, successors, and assigns, and their respective present and former officers, directors, employees, partners, general partners, limited partners, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing.

“Affiliate” means any entity controlling, controlled by or under common control with a Releasee or Releasor.

Ashland has the right to rescind the Ashland Settlement Agreement if it is not approved in its entirety.

This is only a summary of the terms of the proposed Ashland Settlement Agreement. To obtain a complete copy of the Ashland Settlement Agreement, you may review the file at the Clerk’s Office, request a copy from the Settlement Administrator, or review and print a copy at www.hrsclaimsadministration.com.

IV. THE RIGHTS OF CLASS MEMBERS

If you are a member of the Class as defined above, you have the following options:

(a) If you want to remain in the Class, you need not do anything at this time. You will automatically be included in the Class and will be able to share in the HAI and Ashland settlement funds if you file a valid Proof of Claim Form as described in Section VII below, and your interests will be represented by Plaintiffs and by Plaintiffs’ Counsel. You will not be personally responsible for attorneys’ fees or costs unless you hire your own individual attorney.

If you choose to remain in the Class you will be able to share in the settlement funds and will be bound by any decision or judgment entered by the Court, and you will not be able to start or continue with a lawsuit against the HAI Defendants or Ashland regarding the claims described herein.

(b) If you want to keep your right to sue or continue to sue the HAI Defendants or Ashland on your own, then you must take steps to exclude yourself from the Class. If you ask to be excluded, you will not be legally bound by any judgment or decision in this litigation, nor will you be able to participate in the HAI or Ashland settlements.

If you wish to exclude yourself from the Class, you must send a written request for exclusion, by first-class mail postmarked on or before March 5, 2008, to:

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

The request for exclusion must: (i) be in writing and clearly state the name, address, telephone number of the person or entity who wishes to be excluded from the Class, as well as all trade names or business names and addresses used by such person or entity; and (ii) be signed by a person with authority to make such exclusion.

(c) If you wish to remain a member of the Class, but wish to object to the settlements with the HAI Defendants or Ashland, you must do so in writing. Your objection must include the caption of this litigation; must be signed by a person with authority to make such objection; must be filed no later than March 5, 2008, with the Clerk of the Court, U.S. District Court for the Southern District of Ohio, Eastern Division, Joseph P. Kinneary U.S. Courthouse, Room 260, 85 Marconi Boulevard Columbus, OH 43215; and must be served, postmarked no later than March 5, 2008, upon the following counsel,:

Howard J. Sedran, Esq.
LEVIN, FISHBEIN, SEDRAN & BERMAN
510 Walnut Street, Suite 500
Philadelphia, PA 19106-3697
Co-Lead Counsel for the Plaintiff Class

Andrew G. Klevorn, Esq.
EIMER STAHL KLEVORN & SOLBERG LLP
224 South Michigan Avenue, Suite 1100
Chicago, IL 60604
Counsel for HA International LLC.

Paul F. Donahue, Esq.
BELL, BOYD & LLOYD
70 West Madison Street, 3100
Chicago, IL 60602

**Counsel for Hüttenes-Albertus Chemische
Werke GmbH**

James R. Clark, Esq.
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, WI 53202

Counsel for Delta-HA, Inc.

John W. Zeiger, Esq.
ZEIGER, TIGGES, LITTLE & LINDSMITH, LLC
500 Huntington Center
41 South High Street
Columbus, OH 43215

**Counsel for Borden Chemical, Inc.
(n/k/a Hexion Specialty Chemicals, Inc.)**

Except as provided in this paragraph, no person shall be entitled to contest the terms and conditions of the proposed settlements with the HAI Defendants and Ashland. Persons who fail to object as provided herein shall be deemed to have waived any objections. If you do not object to the proposed settlements, you need not appear at the hearing.

(d) Whether or not you remain a member of the Class, or wish to object to the proposed settlement with the HAI Defendants or Ashland, you have the right to retain individual counsel at your own expense and enter an individual appearance in the litigation.

If you are a member of the Class as defined above, you will automatically remain a Class member unless you elect to be excluded from the Class. If you remain a Class member, you will be eligible to share in the HAI and Ashland settlement funds and will be bound by the judgments in the case.

V. ATTORNEYS FOR THE CLASS

The Court has appointed the following attorneys as Class Counsel:

Howard J. Sedran, Esq.
LEVIN, FISHBEIN, SEDRAN & BERMAN
510 Walnut Street, Suite 500
Philadelphia, PA 19106-3697

Bernard Persky, Esq.
LABATON SUCHAROW LLP
140 Broadway
New York, NY 10005

Robert G. Eisler, Esq.
COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.
150 East 52nd Street, 30th Floor
New York, NY 10016

Gregory P. Hansel, Esq.
PRETI, FLAHERTY, BELIVEAU & PACHIOS LLP
One City Center
Portland, ME 04101

VI. DISTRIBUTION OF SETTLEMENT FUNDS

When the HAI and Ashland settlements become Final, the settlement funds will be distributed to members of the Class according to a plan of distribution to be approved by the Court (the "Plan of Distribution") to those Class members who file valid Proof of Claim Forms. Under the Plan of Distribution, Class members will receive a pro rata share of the settlement funds based on the dollar amount of each Class member's documented direct purchases of Foundry Resins in the United States from any of the Defendants during the Class Period.

VII. FILING A PROOF OF CLAIM FORM

Attached to this Notice is a Proof of Claim Form. Please carefully read the description of the Class set forth earlier in this Notice to verify that you are a Class member. Then, remove, complete and return the attached Proof of Claim Form by first-class mail, postage prepaid, postmarked no later than April 1, 2008, to:

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

In order to participate in the distribution of the settlement funds, you must timely submit a Proof of Claim Form reflecting the dollar amount of your qualifying Foundry Resins purchases during the Class Period.

As described in the attached Proof of Claim Form, Class Counsel has set forth each Class member's estimated purchases of Foundry Resins, including refractory coatings, from the HAI Defendants and Ashland, based upon information provided by these Defendants. You are permitted to accept these estimates by signing the Proof of Claim Form in accordance with the instructions provided in the form.

Only those members of the Class that submit a valid and timely Proof of Claim Form will be entitled to share in the Settlement Funds. Any member of the Class who fails to correctly complete and timely return the Proof of Claim Form will not be entitled to any recovery.

VIII. THE FAIRNESS HEARING, PETITION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND REQUEST FOR INCENTIVE AWARDS

The Court will hold a hearing ("Fairness Hearing") on March 28, 2008, at 10:00 a.m. at the Joseph P. Kinneary U.S. Courthouse, Courtroom 5, 85 Marconi Boulevard, Columbus, OH 43215, to determine whether the proposed HAI and Ashland Settlement Agreements should be approved as fair, reasonable and adequate. The hearing may be continued without further notice.

In addition, at the Fairness Hearing, the Court will be asked to consider Class Counsel's Petition for Attorneys' Fees and Reimbursement of Expenses. Class Counsel will ask the Court to approve requests for attorneys' fees in the amount of thirty-three and one-third percent (33⅓%) of the Settlement Funds, the reimbursement of litigation expenses, and incentive awards of \$5,000 each for the class representatives: State Line Foundries; Kore Mart; Lancaster Foundry Supply; Kulp Foundry; AmeriCast Technologies; and Tri-Cast Limited, to compensate them for their efforts in pursuing the Action on behalf of the Class.

If you do not object to the Settlement, the Plan of Distribution, Petition for Attorneys' Fees and Reimbursement of Expenses or the request for incentive awards you need not appear at the Fairness Hearing. If you wish to object to the Settlement, the Plan of Distribution, the Petition for Attorneys' Fees and Reimbursement of Expenses or the request for incentive awards, you need not appear at the Fairness Hearing, but you must object in writing as set forth in Section IV(c), above. No person shall be entitled to contest the terms or conditions of the Settlement, the Plan of Distribution, the Petition for Attorneys' Fees and Reimbursement of Expenses or the request for incentive awards except by fully complying with these procedures. All persons who fail to object as provided herein shall be deemed to have waived the right to object and shall be foreclosed from raising any objections or appealing from any orders or judgments entered in connection with the Settlement, the Plan of Distribution, the Petition for Attorneys' Fees and Reimbursement of Expenses and the request for incentive awards.

IX. ADDITIONAL INFORMATION

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your correct address to the Foundry Resins Antitrust Litigation Settlement Administrator, at the address set forth in Section VII on page 5.

This Notice gives only a summary of the lawsuit and proposed settlements with Ashland and the HAI Defendants, and advises you of your right to be excluded from the Class or object to: the proposed HAI and Ashland Settlements; the plan of distribution; the request for attorneys' fees and litigation expenses; and the request for incentive awards. If you have any questions regarding this Notice or this class action lawsuit, you may write to any of the attorneys representing Plaintiffs or you may contact the Class Counsel as indicated above. In addition, you may review the Consolidated Class Action Complaint and the Settlement Agreements with Ashland and the HAI Defendants at www.hrsclaimsadministration.com.

All inquiries concerning this Notice or the litigation should be directed to Class Counsel at the addresses above or the Litigation Settlement Administrator at the address set forth above. **Please do not contact Defendants, the Court, or the Clerk's office.**

Dated: January 4, 2008

BY ORDER OF:
The Clerk of the United States
District Court for the Southern District
of Ohio, Eastern Division

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: FOUNDRY RESINS ANTITRUST LITIGATION	X : : : X	CIVIL ACTION NO. 04-415 MDL DOCKET NO. 1638
--	-----------------------	--

PROOF OF CLAIM FORM

PLEASE READ THIS ENTIRE FORM CAREFULLY

YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM, **POSTMARKED OR RECEIVED ON OR BEFORE APRIL 1, 2008**, TO BE ELIGIBLE TO SHARE IN THE DISTRIBUTION OF THE SETTLEMENT FUNDS.

I. GENERAL INSTRUCTIONS

A. To be eligible to receive any money from the settlement funds in *In re Foundry Resins Antitrust Litigation*, MDL Docket No. 1638, you must have purchased Foundry Resins¹ in the United States from HA International, LLC, Borden Chemical, Inc. (n/k/a Hexion Specialty Chemicals, Inc.), Hüttenes-Albertus Chemische Werke GmbH, Delta-HA, Inc. or Ashland Inc. (collectively hereinafter referred to as “Defendants”) between January 1, 2001 through December 31, 2003, and you must complete this Proof of Claim Form, sign it, and submit it in a properly addressed, postage prepaid envelope to the following address:

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

B. The complete and signed Proof of Claim Form *must be postmarked on or before April 1, 2008*. Failure to do so may cause your claim to be rejected and may bar you from receiving any distribution from the settlement funds. **IF YOU DO NOT SIGN AND TIMELY RETURN A PROOF OF CLAIM FORM YOU WILL NOT BE ENTITLED TO ANY RECOVERY.**

PLEASE NOTE THAT TO MAKE IT EASIER FOR YOU TO COMPLETE THIS CLAIM FORM, WHERE AVAILABLE, ESTIMATES OF YOUR PURCHASES ARE SET FORTH IN SECTION II PART (2) OF THIS FORM.

All Class members are bound by the terms of the judgments entered in this action, regardless of whether they submit a Proof of Claim Form. **IF YOU ARE A MEMBER OF THE CLASS AND DO NOT SUBMIT A PROOF OF CLAIM YOU WILL STILL BE BOUND BY ALL OF THE TERMS OF THE SETTLEMENTS, INCLUDING THE RELEASES AND THE DISMISSAL OF YOUR CLAIMS AGAINST THE DEFENDANTS.**

C. Before completing and mailing this Proof of Claim Form, you should read and be familiar with the accompanying “Notice of Pendency of Class Action and Settlement With HAI Defendants and Defendant Ashland” including the matters and terms defined therein. By submitting this Proof of Claim Form, you acknowledge that you have read the Notice and are bound by its terms and conditions.

D. Keep a copy of your completed Proof of Claim Form for your records.

II. PROOF OF CLAIM INSTRUCTIONS

A. Please type or neatly print all requested information. Failure to report all eligible purchases during the Class Period will reduce the amount of your claim.

B. By signing below you are verifying that the information you have included is accurate.

C. If you elect to calculate your purchases of Foundry Resins rather than accept the amount shown in the Claim Statement, by signing below you are verifying that you have documentation to support the claim you are making and agree to provide additional information to support your claim. Do not send supporting documentation with your Proof of Claim Form. However, your claim may be subject to review and verification. Consequently, you should keep copies of the documentation of your purchases in case verification of your claim is requested.

¹ All capitalized terms in this Proof of Claim Form have the meaning ascribed to them in the Settlement Agreements, which are available for viewing at www.hrsclaimsadministration.com.

PART 1: CLAIMANT INFORMATION

Claimant's Name (First, Middle, Last):

[Grid for Claimant's Name]

(If purchases were made in a name other than the Claimant's name, please attach documentation and an explanation of your right to assert a claim with respect to those purchases.)

Mailing Address:

[Grid for Mailing Address]

Street Address or P.O. Box

[Grid for Street Address or P.O. Box]

Room/Suite Number

[Grid for Room/Suite Number]

[Grid for Room/Suite Number]

[Grid for Room/Suite Number]

City

[Grid for City]

State or Province

[Grid for State or Province]

Zip Code or Postal Code

[Grid for Zip Code or Postal Code]

Foreign Province

[Grid for Foreign Province]

Foreign Country

[Grid for Foreign Country]

Social Security Number:

[Grid for Social Security Number]

OR

Taxpayer Identification Number:

[Grid for Taxpayer Identification Number]

[Grid for Area Code]

[Grid for Telephone Number (Work)]

[Grid for Area Code]

[Grid for Telephone Number (Home)]

[Grid for Area Code]

[Grid for Fax Number]

Area Code

Telephone Number (Work)

Area Code

Telephone Number (Home)

Area Code

Fax Number

[Grid for Contact Information]

E-Mail Address

Person to contact if there are questions regarding this claim:

[Grid for Person to Contact]

Name

[Grid for Name]

Title

PART 2: CLAIM STATEMENT

To: _____

Based on an analysis of electronic transaction data furnished by Defendants, the estimated amount of your purchases is as follows:

A. The amount of your purchases of Foundry Resins (exclusive of refractory coatings) from the HAI Defendants during the period January 1, 2001 to December 31, 2003: _____

B. The amount of your purchases of refractory coatings from the HAI Defendants during the period January 1, 2001 to December 31, 2003: _____

C. The amount of your purchases of Foundry Resins (exclusive of refractory coatings) from Ashland Inc. during the period January 1, 2001 to December 31, 2003: _____

D. The amount of your purchases of refractory coatings from Ashland Inc. during the period January 1, 2001 to December 31, 2003: _____

E. Grand Total of Foundry Resins sales (including refractory coatings) from all Defendants during the period January 1, 2001 to December 31, 2003: _____

IV. SUBMISSION TO JURISDICTION OF THE COURT

By signing below, you are submitting to the jurisdiction of the United States District Court for the Southern District of Ohio, Eastern Division with respect to the claim you are making as a Class member.

V. CERTIFICATION AS TO BACKUP WITHHOLDING

By signing below, I certify that I am NOT subject to backup withholding under the provisions of § 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word "NOT" in the certification above and check here .

VI. VERIFICATION

I declare under penalty of perjury, under the laws of the United States, that the foregoing information provided by the undersigned is true and correct and that this Proof of Claim Form was executed this _____ day of _____, 2008, in _____
City/State/Country

(Sign Your Name Here)

(Type/Print Your Company Name Here)

(Type/Print Your Name Here)

Title and Capacity of person signing (e.g., President, Partner, Owner)

THIS PROOF OF CLAIM FORM MUST BE POSTMARKED OR RECEIVED NO LATER THAN APRIL 1, 2008. THE PROOF OF CLAIM MUST BE SENT TO:

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

You should be aware that it will take time to process fully all of the Proof of Claim Forms and to administer the settlements. This work will be completed as promptly as time permits, given the need to carefully evaluate each claim.

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist

1. Please sign the Proof of Claim Form.
2. Please be sure that all required information has been provided.
3. Do not send supporting documentation with your Proof of Claim Form. However, your claim may be subject to review and verification. Accordingly, you should maintain documentation supporting your claim while claims are being processed.
4. Keep a copy of the completed Proof of Claim Form for your records.
5. If you desire an acknowledgment of receipt of your claim, please send it Certified Mail-Return Receipt Requested, or its equivalent.
6. If you move after submitting your claim, please send us your new address to the address provided below.
7. If you have any questions concerning this Proof of Claim Form or need additional copies, submit the request in writing to:

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

Settlement Administrator
Foundry Resins Antitrust Litigation
P.O. Box 58339
Philadelphia, PA 19102-8339

FIRST CLASS MAIL

PLEASE FORWARD — IMPORTANT LEGAL NOTICE