

INSTRUCTION LETTER

Dear Prospective Claimant or Claimant Counsel,

The Tronox Incorporated Tort Claims Trust (the “**Trust**”) has been established under Chapter 11 of the Bankruptcy Code to resolve all “**Tort Claims**,” as defined in the First Amended Joint Plan of Reorganization of Tronox Incorporated *et al.* pursuant to Chapter 11 of the Bankruptcy Code (the “**Plan**”). The Trust is governed by the Plan and the Tronox Incorporated Tort Claims Trust Agreement (the “**Trust Agreement**”). The Trust is organized to provide fair, equitable, and substantially similar treatment to claimants in substantially similar situations.

The materials you need or may need to file a Tort Claim with the Trust, including the Trust Claim Form, the Trust Distribution Procedures (the “**TDPs**”), and the Tronox Tort Claims Trust Individual Review and Arbitration Procedures for Category A and Category D Personal Injury Claims (the “**ADR Procedures**”), are included in this package, along with a self-addressed stamped envelope for you to use to return the necessary materials to the Trust. You may also obtain copies of the Trust Claim Form, the TDPs, the ADR Procedures, this instruction letter (the “**Instruction Letter**”), and other related materials on the Trust’s website (www.tronoxorttrust.com), which you may download at any time.

This Instruction Letter provides an overview of the claim-filing process and summarizes some of the significant issues that you may encounter in filing a Tort Claim. It is divided into several parts. Part I explains the funding and structure of the Trust. Part II explains how to file your Tort Claim. Part III explains when your Tort Claim will be processed. Part IV explains how your Tort Claim will be processed and paid. Part V explains where you should send your Trust Claim Form and the supporting documentation. Part VI tells you how you can contact the Trust for questions or assistance.

You must return the Trust Claim Form and all required supporting documentation within 28 days of the date marked on the Cover Letter. Materials will be considered “returned” on the date they are postmarked. If you do not return the required materials on time, your Tort Claims will not be processed, and you will not receive payment from the Trust, unless you can show good cause why you did not return the required materials within the time specified.

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Capitalized terms not defined in this Instruction Letter are defined in the Plan and the TDPs. You will see that the TDPs use the term “**Holder**” to refer to a person who has a Tort Claim against Tronox. In place of the term Holder, this Instruction Letter, the Cover Letter, the Trust Claim Form, and the ADR Procedures will use the terms Injured Party and Claimant. The term “**Injured Party**” means the person who claims to have been injured by Tronox. The term “**Claimant**” (and the terms “**I**,” “**you**,” and “**your**”) means the person who is filing a Claim with the Tort Claims Trust on behalf of the Injured Party. The Claimant may be the Injured Party or the Injured Party’s Official Representative. The “**Official Representative**” is the/a person who under applicable state law or legal documentation has the authority to represent the Injured Party, the Injured Party’s estate, or the Injured Party’s heirs. *Nothing in this Instruction Letter, the Cover Letter, or the Trust Claim Form is intended to replace or modify the requirements of the Plan, the TDPs, or the ADR Procedures. All Claimants are encouraged to read thoroughly and understand the TDPs and the ADR Procedures before filing a Tort Claim.*

I. THE FUNDING AND STRUCTURE OF THE TRUST

The Trust is receiving the following assets from the following three sources: (1) \$12,500,000 from Tronox, which has already been transferred to the Trust; (2) approximately \$4,000,000 from certain insurance policies, which amount has already been transferred to the Trust, plus additional monies the Trust might receive in the future from other insurance policies that Tronox assigned to it; and (3) the Trust’s future share (not less than 12%) of the proceeds of the Anadarko Litigation, if any, pursuant to the Anadarko Litigation Trust Agreement, together with any other amounts provided therein.¹

Essentially, the Trust is funded in two phases. The first phase of funding consists of the funds that were transferred to the Trust at its creation, which are the \$12,500,000 from Tronox and the approximately \$4,000,000 from the insurance policies. The second wave of funding will consist primarily of the funds, if any, that the Trust receives from its share of the Anadarko Litigation proceeds and secondarily of whatever additional funds the Trust may recover on the few outstanding insurance policies it received from Tronox. The Trust cannot predict with certainty when (or whether) the Trust will receive money from the Anadarko Litigation. It is

¹ The Anadarko Litigation is a lawsuit that Tronox brought against Anadarko Petroleum Corporation (“**Anadarko**”) and others. Anadarko is the company that purchased Kerr-McGee Corporation (“**Kerr-McGee**”). Essentially, the lawsuit alleges that before Anadarko bought Kerr-McGee, Kerr-McGee created Tronox for the purpose of freeing itself from significant liabilities it incurred as a result of its business operations, including environmental, tort, workers’ compensation and post-employment pension, medical, and other benefit liabilities. Tronox claims that by causing it to assume these liabilities, Kerr-McGee defrauded Tronox and its creditors (including individuals who have claims against Tronox and/or Kerr-McGee for personal injury as a result of exposure to a product or toxin). Tronox is asking the court presiding over the Anadarko Litigation to enter a judgment against Anadarko and Kerr-McGee for hundreds of millions to billions of dollars. As mentioned above, the Trust will receive a share of any money recovered in the Anadarko Litigation, and that money will be used to pay individuals who have claims against the Trust that meet the Trust’s criteria for payment.

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also unclear whether the Trust will recover additional monies on the insurance policies and, if so, how much.

As mentioned above, the Trust is designed to resolve Tort Claims, as that term is defined in the Plan. The Trust recognizes the following types of Tort Claims, which have been divided into four Categories:

- **Category A:** Asbestos Claims, Unaccounted-for Tort Claims, and Future Tort Claims;
- **Category B:** Indirect Environmental Claims;
- **Category C:** Property Damage Claims; and
- **Category D:** Non-Asbestos Toxic Exposure Claims.

The Plan divides the money that the Trust has received and might receive in the future into five funds (each of which is a “**Fund**”). The first four Funds, Funds A through D, correspond with the Categories above. The fifth Fund, the Excess Anadarko Fund, is separate from the first four Funds, and is described below.

Funds A through D are each funded with a percentage of the Trust’s assets. The specific percentages assigned to Funds A through D are as follows:

- Fund A consists of an amount equal to 6.25% of the Trust’s assets (excluding the Excess Anadarko Fund);
- Fund B consists of an amount equal to .15625% of the Trust’s assets for each whole million dollars of aggregate Allowed Indirect Environmental Claims, but not to exceed more than 6.25% of the Trust Assets (excluding the Excess Anadarko Fund);
- Fund C consists of an amount equal to .125% of the Trust’s assets for each whole million dollars of aggregate Allowed Property Damage Claims, but not to exceed more than 6.25% of the Trust Assets (excluding the Excess Anadarko Fund); and
- Fund D consists of an amount equal to the balance of the Trust’s assets not otherwise allocated to Funds A, B, and C, but not less than 81.25% of the Trust’s assets (excluding the Excess Anadarko Fund).

The Excess Anadarko Fund consists of an amount equal to 5% of the net proceeds, if any, of the Anadarko Litigation payable to the Trust pursuant to the Anadarko Litigation Trust Agreement in excess of \$120 million. Hence, if the Trust does not recover more than \$120 million from the Anadarko Litigation, the Excess Anadarko Fund will not be created. If the Excess Anadarko

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Fund is created, it will be used to pay Excess Awards (as defined below) pursuant to Section 1.5(e) of the TDPs.

Tort Claims asserted against the Trust may be resolved through individual review, arbitration, litigation, settlement, or other adjudication, as set forth in the TDPs and explained in greater detail below. To accommodate this process, a percentage of the gross amount of each Fund (except the Excess Anadarko Fund) has been set aside, which amount constitutes that Fund's "**Reserve for Resolution.**" Each Reserve for Resolution will be used to cover the costs associated with individual review, arbitration, litigation, settlement, or other adjudication of the Tort Claims asserted against the Fund from which that Reserve for Resolution was created. Any amount remaining in a Fund's Reserve for Resolution will be distributed on a pro-rata basis to claimants who have Allowed Tort Claims in that Fund's Category, subject to the terms of the TDPs.

II. HOW TO FILE A TORT CLAIM

To file a Tort Claim with the Trust, you must complete the Trust Claim Form and submit the Injured Party's Proof of Claim and any other documentation required by the Trust Claim Form. Please review the Trust Claim Form to determine the specific documentation you need to submit. Your claim will only be Allowed if a Proof of Claim was timely filed with the Bankruptcy Court by the Claims Bar Date.

III. WHEN YOUR TORT CLAIM WILL BE PROCESSED

Pursuant to Section 2.2(d) of the TDPs, Tort Claims shall be reviewed, processed, and liquidated in chronological order based on the date and time the Proofs of Claim were timely filed with the Bankruptcy Court (such dates and times being referred to as the "**Filing Date**"). The order for processing Tort Claims with the same Filing Date shall be determined by a lottery.

IV. HOW YOUR TORT CLAIM WILL BE PROCESSED AND PAID

The Trust will review each Trust Claim Form to ensure that it is complete and that the Tort Claim it asserts meets the criteria set forth in the TDPs. The Trust will then determine whether your Tort Claim will be Allowed and, if so, the value of your Tort Claim. Below you will find a description of how these determinations are made for Tort Claims in Category D.

A. Calculation of the Allowed Amount

After the Trust determines that your Trust Claim Form is complete, it will send you a written notice, called a Determination Notice, that will state the Trust's determination of the value of your Tort Claim. For Category D Claims, the value will be the Scheduled Value for the Tort Claim you identified in your Trust Claim Form. The Scheduled Values for these Tort Claims are set forth in the following schedules:

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SCHEDULE B

<u>CREOSOTE VALUES</u>	
<u>Disease</u>	<u>Scheduled Value</u>
Lung Cancer	\$700,000
Other Cancer	\$600,000
Breast Cancer	\$475,000
Cardiovascular	\$250,000
Asthma Child	\$175,000
Asthma Adult	\$150,000
Skin Cancer	\$120,000
Respiratory	\$80,000
Precancerous Skin Lesion	\$26,000
Medical Monitoring/Unimpaired	\$5,000

SCHEDULE C

<u>BENZENE VALUES</u>		
<u>Disease</u>	<u>Scheduled Value (Kerr McGee/Tronox)</u>	<u>Scheduled Value (Kerr McGee/Tronox - Not Primary Target)</u>
Acute Myelogenous Leukemia	\$600,000	\$5,000
Other Blood Disorder	\$25,000	\$1,500
Damage to Reproductive System	\$25,000	\$500
Damage to Immune System	\$10,000	\$500
Convulsions	\$10,000	\$500
Skin, Eye, Respiratory Irritation	\$2,500	\$0
Headache/Dizziness	\$1,500	\$0
Other	\$1,500	\$0

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SCHEDULE D

<u>SILICA VALUES</u>	
<u>Disease</u>	<u>Scheduled Value</u>
Acute Silicosis	\$2,000
Chronic Silicosis	\$2,000
Accelerated Silicosis	\$2,000
Other Respiratory	\$1,000
Medical Monitoring	\$500

SCHEDULE E

OTHER EXPOSURE VALUES (Non-Asbestos/Non-Creosote/Non-Benzene/Non-Silica)	
<u>Disease</u>	<u>Scheduled Value</u>
Cancer	\$10,000
Respiratory	\$5,000
Cardiovascular	\$2,500
Other	\$500

You may either accept or reject the Scheduled Value stated in the Determination Notice. If you accept the Scheduled Value, you must sign and date the Release and Indemnity Agreement included with the Determination Notice and return it to the Trust. Your Tort Claim will then be Allowed in the amount of the Scheduled Value. If you reject the Scheduled Value, you must sign and date the Rejection Notice included with the Determination Notice and return it to the Trust within 30 days of the date of the Determination Notice. If you do not timely return the Rejection Notice, you will be conclusively presumed to have accepted the Scheduled Value.

If you reject the Scheduled Value, your Tort Claim will proceed to one of the three dispute resolution processes described in the ADR Procedures. The three dispute resolution processes are (1) individual review, (2) arbitration, and (3) litigation in the tort system. The Trust chooses the process that will be used for your Tort Claim. Within 90 days of the Trust's receipt of your Rejection Notice, the Trust will provide you with a written notification of its choice. The Allowed Amount of your Tort Claim will then be determined in accordance with the ADR Procedures and the TDPs.

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B. Calculation of the Gross Settlement Amount

Once the Allowed Amount of your Tort Claim is established, the gross amount of your settlement (the “**Gross Settlement Amount**”) will be determined. Because the total amount of the Tort Claims in Category D exceeds the total amount of money in Fund D, the Trust will be unable to pay you the full Allowed Amount of your Tort Claim. Instead, you will receive a percentage of your Tort Claim as your Gross Settlement Amount. The Trust will calculate the amount of your Gross Settlement Amount by multiplying the Allowed Amount of your Tort Claim by the Fund D Payment Percentage. This percentage applies to all Tort Claims in Category D.

The initial Fund D Payment Percentage will be based on the amount of money the Trust currently has. As mentioned above in the section titled, “The Funding and Structure of the Trust,” the Trust may receive additional money in the future from the Anadarko Litigation and from claims the Trust has against certain insurance policies. In that event, the Fund D Payment Percentage would increase, and you would receive a supplemental payment on your Tort Claim. The amount of the supplemental payment would be the difference between the original amount paid and the amount that would have been paid had the newly established payment percentage applied in determining the prior payment.

To see how these calculations work in practice, please consider the following example. Claimant John Doe is asserting a Category D Non-Asbestos Toxic Exposure Claim for lung cancer caused by exposure to creosote. The Scheduled Value for his Tort Claim is \$700,000. If John Doe accepts the Scheduled Value, the Allowed Amount of his Tort Claim would be \$700,000. Because the Tort Claim John Doe is asserting is a Category D Claim, the Allowed Amount of his Tort Claim would be multiplied by the Fund D Payment Percentage to determine his Gross Settlement Amount. If the initial Fund D Payment Percentage were one percent, John Doe’s Gross Settlement Amount would be \$7,000.

If the Trust were later to receive additional funds from the Anadarko Litigation or its claims against the insurance policies, then the Fund D Payment Percentage would increase, and John Doe would receive an additional distribution. For example, if these recoveries were large enough for the Fund D Payment Percentage to be increased to 10%, John Doe would receive a supplemental distribution of \$69,000, which is the difference between the Gross Settlement Amount multiplied by the initial Fund D Payment Percentage and the Gross Settlement Amount multiplied by the new Fund D Payment Percentage.

C. Calculation of Your Final Settlement Amount

Attorney fees, appropriate expenses and costs, and any healthcare reimbursement obligations the Injured Party might owe will be deducted from your Gross Settlement Amount.

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Expenses and costs include those specific to your individual case (“**Case-Specific Costs**”) as well as general costs common to all cases (“**Common-Benefit Expenses**”). Case-Specific Costs may include fees for medical and pharmacy records, postage, telephone charges, copying costs, and other such items related to your specific case. Common-Benefit Expenses are shared among all of the qualifying claimants on a pro-rata basis, which means that each claimant pays a portion of the Common-Benefit Expenses based on the percentage that the claimant is receiving of the total settlement. They include, but are not limited to, expert-witness fees, postage, certain administrative costs of the Settlement Program, including some or all of the fees of the Trustee, and other such items that are common to all claimants or that were incurred for the common benefit of all claimants while advancing the case toward resolution.

The funds transferred to the Trust at its inception have been deposited in a special fund pending distribution to the claimants. The interest earned on this fund will be used to pay for administrative expenses related to the Trustee. This arrangement will reduce the direct cost to you.

Additional deductions from your Gross Settlement Amount include amounts held back to satisfy any healthcare reimbursement obligations the Injured Party might have, which include, but are not limited to, reimbursement obligations to Medicare, Medicaid, the VA, TriCare, and private healthcare insurance.

The amounts mentioned above will be deducted from your Gross Settlement Amount by the Trust before it disburses your payment, by your attorney after the Trust disburses your payment, or both. Any expenses that the Trust deducts from your Gross Settlement Amount will be listed on the “**Disbursement Statement**” enclosed with your check. The Disbursement Statement will not reflect any amounts that your attorney may deduct for fees, costs, and expenses after the Trust has disbursed your payment. The amount remaining after the deductions made by the Trust will be your final settlement amount (the “**Final Settlement Amount**”). Your Final Settlement Amount may still be subject to deductions by your attorney.

D. Important Factors to Consider in Deciding Whether to Accept the Scheduled Value of Your Tort Claim

In deciding whether to accept the Scheduled Value, you should keep the following considerations in mind:

- First, the Fund D Payment Percentage will increase if the Trust receives money from the Anadarko Litigation or its claims on the insurance policies. It is not certain, however, that the Trust will receive money from either source.
- Second, the Fund D Payment Percentage applies to all Category D Claims, regardless of whether the Allowed Amounts of those Tort Claims are established by accepting

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the Scheduled Value or the amount determined under the alternative dispute resolution procedures set forth in the ADR Procedures.

- Third, if you reject the Scheduled Value and proceed to individual review, arbitration, or litigation in the tort system, you may receive *less* than the Scheduled Value of your Tort Claim, and you will not be allowed to offer evidence of the Scheduled Value of your Tort Claim to show how much your Tort Claim is worth.
- Fourth, no punitive damages are available for any Tort Claim, regardless of whether the Allowed Amount of the Claim is determined by the Scheduled Value, individual review, arbitration, or litigation in the tort system.
- Fifth, if your Tort Claim proceeds to binding arbitration or litigation in the tort system, you may be responsible for costs incurred. For binding arbitration, you are responsible for any arbitrator's fees and expenses in excess of \$2,000, as well as all of your own costs and attorneys' fees incurred in connection with the arbitration proceeding. For litigation in the tort system, you are responsible for all of your own attorneys' fees, costs, and expenses.
- Sixth, if you reject the Scheduled Value and subsequently obtain an award in binding arbitration or the tort system that exceeds the Scheduled Value of your Tort Claim, it is not certain that you will be able to recover the amount in excess of the Scheduled Value (the "**Excess Award**"). Specifically, you can only recover the Excess Award from the Excess Anadarko Fund. As mentioned above, the Excess Anadarko Fund is a fund that will only be created if the Trust recovers more than \$120 million from the Anadarko Litigation. In that event, the Excess Anadarko Fund will be funded with five percent of the net proceeds the Trust receives from the Anadarko Litigation in excess of \$120 million. If the total amount of Excess Awards (if any) exceeds the total amount of the Excess Anadarko Fund (if any), you will receive your proportionate share of the Excess Anadarko Fund, but it might not be the entire amount of your Excess Award.

E. Timing of Payment

The TDPs instruct the Trust to pay Category D Claims after the Trust receives its share of the funds from the Anadarko Litigation (if any) or at such earlier time as the Trustee determines in its sole discretion to be appropriate. The Trust intends to pay Category D Claims out of the initial funding. They will be paid on a first-in, first-paid basis.

Before the Trust can make any payment on a Category D Claim, the Trust must first verify whether the Injured Party is a Medicare and/or Medicaid beneficiary. The Trust must verify this information with the Centers for Medicare & Medicaid Services ("**CMS**") and with

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the Medicaid agency for the state or territory in which the Injured Party resides (the “**State Medicaid Agency**”). This process, known as “**Lien Verification**,” can take several months.

If the CMS and/or the State Medicaid Agency confirm that they have no record of the Injured Party receiving Medicare and Medicaid benefits, the Trust will then be able to make payment on the Tort Claim for that Injured Party. If, however, one or both of those agencies confirm that the Injured Party has received Medicare and/or Medicaid benefits, additional work must be performed before the Trust can make payment.

Under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b), its accompanying regulations, and/or other federal and state law, a Medicare and/or Medicaid beneficiary has an obligation to reimburse Medicare and Medicaid for any payments those programs made on his behalf for medical items or services related to the disease or injury alleged or released in a settlement. The reimbursement obligation applies equally to the entity paying the settlement (like the Trust) and to individuals other than the Medicare and/or Medicaid beneficiary who receive money from the settlement payment (like the Holder or the Claimant). Accordingly, if the Injured Party is or was a Medicare and/or Medicaid beneficiary, then the Trust, the Holder, the Injured Party, and the Official Representative are required by federal and/or state law to reimburse the Medicare and/or Medicaid programs for any payments those programs made on behalf of the Injured Party for medical items or services related to the disease or injury for which the Injured Party, Official Representative, or other Claimant is receiving compensation from the Trust. Any entity who is required to reimburse Medicare and/or Medicaid but fails to do so may be liable for double damages and interest. For all of these reasons, any reimbursement obligations owed to Medicare and/or Medicaid must be satisfied before the Trust can make payment on a Tort Claim concerning an Injured Party who is or was a Medicare and/or Medicaid beneficiary. The process of satisfying these reimbursement obligations, known as “**Lien Resolution**,” can take several months beyond the time required to perform Lien Verification.

The Trust has been appointed by the Trust Advisory Committee to perform Lien Resolution for reimbursement obligations associated with Medicare Part A and B and Medicaid benefits received by the Injured Party. The Claimant may still have to satisfy healthcare reimbursement obligations to other governmental agencies, such as the Veterans Administration or TriCare, or to private healthcare insurers. The Trust can assist you with that task. Once the reimbursement obligations associated with a Tort Claim have been resolved and the Trust receives proof of resolution, the Trust can make payment to the Claimant, which it will make either directly to the Claimant or through the care of the Claimant’s counsel.

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V. WHERE TO SUBMIT CLAIM FORMS

You may send the Trust Claim Form and supporting documentation to the Trust at the following address:

Tronox Incorporated Tort Claims Trust
c/o Garretson Resolution Group, Inc.
6281 Tri-Ridge Boulevard, Suite 300
Cincinnati, OH 45140

VI. QUESTIONS AND ASSISTANCE

If you have questions concerning the filing procedures or the Trust Claim Form, you may contact the Trust in a variety of ways. The Trust has established a help line and a website to report on the status of the Trust's operations and to respond to questions. You can reach the help line at 1-800-753-2480 or at helpline@tronoxorttrust.com. The Trust's website address is www.tronoxorttrust.com. The Trust also offers other information that can assist with filing a Tort Claim or answering questions at www.tronoxorttrust.com under the "Resources" tab. The information located there can be downloaded and reviewed at your convenience.

Sincerely,

Garretson Resolution Group, Inc., Trustee of the
Tronox Incorporated Tort Claims Trust