

POLYESTER



For Official Use Only

RESPONSE DUE DATE:
POSTMARKED
NO LATER THAN
MARCH 21, 2008

PROOF OF CLAIM FORM

IMPORTANT NOTICE: IN ORDER FOR A DIRECT PURCHASER CLASS MEMBER TO RECEIVE ITS SHARE OF THE SETTLEMENT FUND, PURSUANT TO THE PLAN OF ALLOCATION DESCRIBED IN THE NOTICE, A COMPLETED, SIGNED, AND CERTIFIED PROOF OF CLAIM MUST BE RETURNED TO THE CLAIMS ADMINISTRATOR, **POSTMARKED NO LATER THAN MARCH 21, 2008**, AT THE FOLLOWING ADDRESS:

Urethane Antitrust Litigation - Polyester Polyol Cases
c/o Complete Claim Solutions, LLC
P.O. Box 24707
West Palm Beach, FL 33416
(800) 589-1254

Claimant ID # << >> – «seq_no»

«name1» «name2»

«name3»

«addr1»

«addr2»

«city», «state» «zip10»

☐ Please check the box if the name or address is different from information on the left and complete below:

THE COMPLETED CLAIM FORM AND THE INFORMATION IT CONTAINS WILL BE TREATED AS CONFIDENTIAL AND WILL BE USED SOLELY FOR PURPOSES OF ADMINISTERING THIS SETTLEMENT.

Class Members include all persons and entities in the United States who purchased Polyester Polyol Products directly from Bayer AG, Bayer Corporation, Bayer MaterialScience AG, Bayer MaterialScience LLC (f/k/a Bayer Polymers LLC), Rhein Chemie Corporation, Rhein Chemie Rheinau GmbH (collectively, “Bayer”); and Chemtura Corporation (f/k/a Crompton Corporation) and Uniroyal Chemical Company, Inc. (collectively, “Chemtura”) or its subsidiaries at any time from January 1, 1998 through August 16, 2006. See Attachment A of the Notice for the list of Bayer and Chemtura Polyester Polyol Products. Excluded from the Class are all those who timely and validly excluded themselves from the Class; all governmental entities; and Defendants and their respective present and former employees, officers, directors, parents, predecessors, subsidiaries and affiliates.

This Proof of Claim, even if prepared by a third party, must be completed, signed and certified by the Class Member. **THE CLAIMS ADMINISTRATOR IS AUTHORIZED TO REQUEST FROM PERSONS OR ENTITIES SUBMITTING PROOFS OF CLAIM, ANY DOCUMENTATION NECESSARY TO VERIFY ALL INFORMATION APPEARING IN THE PROOF OF CLAIM OR TO PREVENT CONSIDERATION OF DUPLICATE CLAIMS SUBMITTED BY A CLASS MEMBER. FAILURE TO PROVIDE SUCH INFORMATION IN RESPONSE TO SUCH REQUEST MAY CONSTITUTE GROUNDS FOR REJECTION OF THE PROOF OF CLAIM.**





If, after reviewing this Proof of Claim, you need additional assistance, you may contact the Claims Administrator at the toll-free number (800) 589-1254.

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.
THANK YOU, IN ADVANCE, FOR YOUR PATIENCE.**

PART 1: CLAIMANT INFORMATION

Please type or neatly print all information:

- | | | |
|------|--|------------------------|
| 1. | | |
| | Area Code - Telephone Number | Area Code - Fax Number |
|
 | | |
| 2. | | |
| | Federal Employer Identification Number (FEIN) | |
|
 | | |
| 3. | | |
| | Email Address | |
|
 | | |
| 4. | | |
| | List each Year in Business since January 1, 1998 | |
|
 | | |
| 5. | | |
| | List each Year You Purchased Polyester Polyol Products since January 1, 1998 | |
|
 | | |
| 6. | | |
| | Any other names by which you have been known, including the FEINs, since January 1, 1998 | |
| | | |
| | | |




SECTION B - Information Necessary to Calculate a Class Member's Claim:

As described in the Notice, each Class Member's claim is based on the amounts such Class Member paid for purchases of Polyester Polyol Products directly from Defendants Bayer and Chemtura or any of its subsidiaries any time during the period January 1, 1998 through August 16, 2006 (the "Class Period"). Provided below are the total net purchase amounts, separated by year (net of freight charges, discounts, etc.) of Polyester Polyol Products you purchased from Chemtura and Bayer, respectively. The amount(s) listed, together with the years you purchased Polyester Polyol Products, will be used to determine your net purchases throughout the Class Period and accordingly, your *pro rata* share of the net settlement fund. Please understand that the purchase data listed were derived from information Plaintiffs received from Bayer and Chemtura. Bayer was unable to provide Plaintiffs with purchase data from January 2, 2006 through August 16, 2006. Chemtura was unable to provide Plaintiffs with Fomrez purchase data from January 1, 1998 through September 30, 1999. Accordingly, if you purchased polyester polyol products from Bayer from January 2, 2006 through August 16, 2006 and/or if you purchased Fomrez products from Chemtura from January 1, 1998 through September 30, 1999, you may supplement your claim by listing the purchases in the chart below and submitting (with this claim form) proof of purchases (such as invoices, purchase orders, cancelled checks, etc.). Additionally, if you believe that any of the purchase data listed in the below chart are incorrect, you may list your purchases by year and by defendant and provide proof of purchases (such as invoices, purchase orders, cancelled checks, etc.). If you excluded yourself from the Bayer Settlement, ONLY the Polyester Polyol Products purchased from Chemtura are listed. Refer to Attachment A of the Notice for the list of Bayer and Chemtura Polyester Polyol Products.

Total Net Amounts
(net of freight charges, discounts, etc.)
Paid For Purchases Of Polyester Polyol Products:

YEAR	AMOUNT OF BAYER PURCHASES	If amount is different from information on left, fill in the amount	AMOUNT OF CHEMTURA PURCHASES	If amount is different from information on left, fill in the amount
1998	\$«Amount_Paid»		\$«Amount_Paid»	
1999	\$«Amount_Paid»		\$«Amount_Paid»	
2000	\$«Amount_Paid»		\$«Amount_Paid»	
2001	\$«Amount_Paid»		\$«Amount_Paid»	
2002	\$«Amount_Paid»		\$«Amount_Paid»	
2003	\$«Amount_Paid»		\$«Amount_Paid»	
2004	\$«Amount_Paid»		\$«Amount_Paid»	
2005	\$«Amount_Paid»		\$«Amount_Paid»	
2006	\$«Amount_Paid»		\$«Amount_Paid»	

Claimant must certify in Section D below that this figure is true and accurate and is based upon actual records maintained by or available to Claimant.

NOTE: If you are not supplementing or changing the purchase data above, you do not need to attach any additional information. You should retain all business records (such as invoices, purchase orders, cancelled checks, etc.). In the event your claim is audited, you will be asked to provide the Claims Administrator with information to support your claim.



SECTION C – Release

By signing below, I hereby swear and affirm that I expressly release and forever discharge Chemtura Corporation, Uniroyal Chemical Company, and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (collectively the "Releasees" (as stated in paragraph 25 of the Settlement Agreement)), upon the Effective Date (as stated in paragraph 12 of the Settlement Agreement), from any and all Released Claims (as defined below). As used in this definition, "affiliates" means entities controlling, controlled by or under common control with a Releasee. "Released Claims" (as stated in paragraph 24 of the Settlement Agreement) means any and all claims, demands, actions, suits, and causes of action (whether class, individual or otherwise in nature) that I have ever had, now have, or hereafter can, shall, or may have against Releasees, whether known or unknown, asserted or unasserted, on account of or arising out of, resulting from, or related in any respect to, the pricing, selling, discounting, marketing, manufacturing, offering, or distributing of Polyester Polyol Products in the United States prior to the Effective Date, and includes, without limitation, claims alleged, or which could have been alleged, in this Action arising under federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.* "Released Claims," however, do not include claims based on: (a) product defect or breach of contract; (b) purchases of Polyester Polyol Products made outside the United States; or (c) indirect purchases of Polyester Polyol Products.

I hereby covenant and agree that I shall not seek to establish liability against any Releasee, in whole or in part, on any of the Released Claims. I also hereby expressly waive and release any and all provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. General Release: extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. I may hereafter discover facts other than or different from those which I know or believe to be true with respect to the Released Claims which are the subject matter of paragraph 24 of the Settlement Agreement, but I hereby expressly waive and fully, finally and forever settle and release any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of the provision of paragraphs 24 of the Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

SECTION D - Jurisdiction of the Court and Certification

By signing below, I hereby swear and affirm that: (1) I have authority to submit this Proof of Claim; (2) the information contained in this Proof of Claim and any attachments is true and accurate, based on records maintained by or otherwise available to me; (3) I hereby submit to the jurisdiction of the United States District Court for the District of Kansas (the "Court") for all purposes associated with this Proof of Claim, including resolution of disputes relating to this Proof of Claim; and (4) I am NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am exempt from backup withholding; or (b) I have not been notified by the I.R.S. that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me that I am no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language in clause (4) above that you are not subject to backup withholding in the certification above.

I acknowledge that any false information or representations may subject me to sanctions, including the possibility of criminal prosecution. I hereby agree to supplement this Proof of Claim by furnishing documentary proof for the information provided, upon request of the Claims Administrator.

Name: _____ Capacity
or Title : _____
(Print or type)

Signature: _____ Date: _____