

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IN RE HORSEHEAD HOLDING
CORP. SECURITIES LITIGATION

Civil. Action No. 16-292-LPS-CJB

Consolidated
CLASS ACTION

**NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS ACTION**

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED THE SECURITIES (“HORSEHEAD SECURITIES”) OF HORSEHEAD HOLDING CORPORATION (“HORSEHEAD”) BETWEEN FEBRUARY 25, 2014 AND FEBRUARY 2, 2016, INCLUSIVE (THE “CLASS PERIOD”). HORSEHEAD SECURITIES INCLUDE COMMON STOCK, CUSIP #440694305; 3.8% CONVERTIBLE SENIOR NOTES, CUSIP #440694AB3 (“AB3”); 10.50% SENIOR SECURED NOTES, CUSIP #s 440694AC1 (“AC1”), 440694AE7 (“AE7”) and 440694AF4 (“AF4”); AND 9% SENIOR UNSECURED NOTES, CUSIP #440694AG2 (“AG2”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED (IF MAILED) OR RECEIVED (IF SUBMITTED ONLINE) ON OR BEFORE MAY 28, 2021.**

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Delaware (the “Court”). The purpose of this Notice is to inform you of: (i) the pendency of this class action (the “Litigation”) among Lead Plaintiffs Dyson Capital Management Ltd. and Raymond Cook (collectively “Lead Plaintiffs”), Additional Plaintiff Ross O. Swimmer (collectively with Lead Plaintiffs, “Class Plaintiffs”), and Defendants James M. Hensler and Robert D. Scherich (collectively, “Defendants”); (ii) the proposed \$14.75 million settlement reached therein (the “Settlement”); and (iii) the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Lead Counsel’s application for attorneys’ fees and expenses (which may include Class Plaintiffs’ request for an amount in connection with their representation of the Settlement Class). This Notice describes what steps you may take in relation to these matters.¹

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court about the truth of the allegations in the Litigation or the merits of the claims or defenses asserted by or against Defendants. This Notice is solely to advise you of the proposed Settlement of the Litigation and of your rights in connection therewith.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated January 5, 2021 (the “Stipulation”), which is available on the website www.horseheadlitigation.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM	The only way to be eligible to receive a payment from the Settlement. Proof of Claim must be postmarked (if mailed) or received (if submitted online) on or before May 28, 2021.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against Defendants or any other Released Persons related to the legal claims being resolved by this Settlement. Exclusions must be postmarked on or before May 14, 2021.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses to Lead Counsel or Class Plaintiffs. You will still be a Member of the Settlement Class. Objections must be received by the Court and counsel for the Settling Parties on or before May 28, 2021.
GO TO THE HEARING ON JUNE 4, 2021	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel for the Settling Parties on or before May 28, 2021.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Settlement Class, which means that you give up your right to ever be part of any other lawsuit against Defendants or any other Released Persons about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$14.75 million settlement fund has been established (the "Settlement Amount"). The Settlement Amount and any interest earned thereon is the "Settlement Fund." Based on Class Plaintiffs' estimate of the number of outstanding Horsehead Securities during the Class Period (totaling 54 million, including both (1) common stock and (2) notes in denomination of \$1,000), the average distribution per outstanding Horsehead Security under the Plan of Allocation is roughly \$0.27, before deduction of any taxes on the income earned on the Settlement Amount, notice and administration costs, and allowable attorneys' fees and expenses as determined by the Court. If the maximum amounts are requested and the Court approves Lead Counsel's fee and expense application, the estimated average amount of fees and expenses will be approximately \$0.10 per outstanding Horsehead Security. **Settlement Class Members should note, however, that these are only estimates.** A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Settlement Class Members who submit acceptable Proofs of Claim. An individual Settlement Class Member may receive more or less than this estimated average amount. *See* Plan of Allocation set forth and discussed at pages 10-14 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. Defendants have denied and continue to deny specifically each and all of the claims and contentions alleged in the Litigation. Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages. The issues on which the Settling Parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Settlement Class under the federal securities laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of the securities purchased during the Class Period were allegedly artificially inflated (if at all) at the time of purchase; (4) the effect of various market forces on the price of those securities during the Class Period; (5) the extent to which external factors influenced the price of those securities during the Class Period; (6) the extent to which the various matters that Class Plaintiffs alleged were materially false or misleading influenced (if at all) the price of those securities during the Class Period; and (7) the extent to which the various allegedly adverse material

facts that Class Plaintiffs alleged were omitted influenced (if at all) the price of those securities during the Class Period.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel have not received any payment for their services in conducting this Litigation on behalf of the Class Plaintiffs and the Members of the Settlement Class, nor have they been paid for their litigation expenses. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Settlement Amount and expenses not to exceed \$400,000, plus interest earned on the awarded amounts at the same rate as earned by the Settlement Fund. Since the Litigation's inception, Plaintiffs' Counsel have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation with no expectation of payment unless they were successful in obtaining a recovery for the Settlement Class. These fees and expenses, if awarded by the Court at the maximum amounts identified in this paragraph, amount to an average cost of approximately \$0.10 per outstanding Horsehead Security during the Class Period, depending on when in the Class Period the Horsehead Securities were purchased and/or sold. The average cost per outstanding Horsehead Security will vary depending on the number of acceptable Proofs of Claim submitted. In addition, Class Plaintiffs have expended considerable time and resources in leading the prosecution of this Litigation since their appointment by the Court. Accordingly, as part of Lead Counsel's application for an award of fees and expenses, the three Class Plaintiffs may seek an award of \$10,000 each.

Reasons for the Settlement

Class Plaintiffs' principal reason for entering into the Settlement is the benefit to the Settlement Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and additional appeals, a process that could last several years. For Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever in connection with this matter, the principal reason for entering into the Settlement is to eliminate the uncertainty, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation.

For example, issues of class certification have been strongly contested by Defendants. Similarly, were a class certified, Defendants would likely challenge Plaintiffs' claims at summary judgment and again at trial. In this complex securities litigation that relates to zinc engineering processes, liquidity, and the terms of a credit facility, there is a risk that a jury would not understand Plaintiffs' theories of the case. This is compounded by the fact that Plaintiffs would be forced to tell their story to the jury largely through documents and adverse witnesses. Conversely, Defendants would be able to obtain testimony from Defendants themselves, as well as many other witnesses who still work at American Zinc Recycling Corp., and these witnesses might try to provide explanations of the issues raised in these documents.

Similarly, Lead Plaintiffs faced substantial risks to establishing causation and damages. Defendants would have argued, as they have at class certification and in a separately filed motion to exclude, that the Horsehead notes should be excluded in their entirety because, among other things, they were thinly traded and there is a lack of data demonstrating causation. Accordingly, there is a chance that (1) the notes would be excluded from the class at the class certification stage, or (2) the jury would not award any damages to noteholders. Furthermore, Defendants would argue that Plaintiffs' damages theory as to common stockholders is flawed. While Plaintiffs have identified up to seven alleged corrective disclosure dates (depending on the type of Horsehead Security), Defendants would argue, among other things, that (1) the price drops for several or all of those dates were not statistically significant, and (2) some or all of the drops on those dates were due to issues other than Defendants' alleged fraud. Accordingly, there is a significant likelihood that, even if Plaintiffs prevailed on liability, it would be a pyrrhic victory, because the jury would find that the alleged misstatements resulted in minimal or no damage to the class.

Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation, please contact the Claims Administrator toll-free at 1-866-274-4004, or visit the website www.horseheadlitigation.com.

You may also contact a representative of counsel for the Class: Gregory B. Linkh, Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, Tel: (310) 201-9150, www.glancylaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this Notice package?

This Notice was sent to you pursuant to an order of a U.S. District Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or acquired Horsehead Securities during the Class Period.

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them and how to get them.

The Court in charge of the Litigation is the United States District Court for the District of Delaware, and the case is known as *In re Horsehead Holding Corp. Securities Litigation*, Civil Action No. 16-292-LPS-CJB. The case has been assigned to District Judge Leonard P. Stark and Magistrate Judge Christopher J. Burke. The plaintiffs representing the Settlement Class are the "Class Plaintiffs," and the persons and entities they sued are called Defendants.

2. What is this lawsuit about?

The Litigation is pending before District Judge Leonard P. Stark and Magistrate Judge Christopher J. Burke in the United States District Court for the District of Delaware (the "Court"). On April 22, 2016, a complaint was filed by plaintiff Javier Soto (the "Soto Action"), commencing the Litigation. [ECF No. 1] On May 18, 2016, a related class action complaint was filed by plaintiff Umesh Jani. *See Jani v. Hensler et al*, Docket No. 1:16-cv-00369 (D. Del. May 18, 2016) (the "Jani Action"). On June 21, 2016, several competing movants, including Lead Plaintiffs, filed motions for appointment of lead plaintiff and lead counsel. [ECF Nos. 10-20] On February 14, 2017, Magistrate Judge Burke appointed Lead Plaintiffs, approved Lead Plaintiffs' choice of Glancy Prongay & Murray LLP as Lead Counsel, and consolidated the related Soto and Jani Actions.

On March 31, 2017, Class Plaintiffs filed their consolidated class action complaint ("Consolidated Complaint"). In the Consolidated Complaint, Class Plaintiffs alleged that, during the Class Period, Defendants violated the Securities Exchange Act of 1934 by making material misrepresentations about (1) the existence and magnitude of problems at a zinc refining facility in Mooresboro, North Carolina owned and operated by Horsehead, (2) the ability to reach or exceed "nameplate capacity" at the facility, (3) Horsehead's liquidity problems, and (4) problems concerning a line of credit entered into in June 2015.

On June 12, 2017, Defendants moved to dismiss the Consolidated Complaint. [ECF No. 51] On July 28, 2017, Class Plaintiffs opposed this motion. Defendants filed a reply brief on August 17, 2017. [ECF No. 57] Magistrate Judge Christopher Burke issued a report and recommendation denying Defendants' Motion to Dismiss on October 4, 2018. Chief Judge Leonard Stark adopted the report and recommendation on March 28, 2019.

Thereafter, the Parties exchanged initial disclosures and commenced fact discovery, the deadline for which expired on September 11, 2020. In the course of fact discovery, (1) the Parties subpoenaed multiple third parties (including former employees of Horsehead, Horsehead's auditors, investment banks, and financiers connected to Horsehead, and parties who had an ownership position in Horsehead post-bankruptcy), (2) both parties prepared and responded to requests for production of documents and interrogatories, (3) over half-a-million pages of documents and a further substantial volume of metadata were produced by both the Parties and third parties, (4) 31 depositions of Parties and third parties were taken, during which approximately 400 exhibits were used, and (5) pursuant to the Hague Evidence Convention and the Court's Order, Class Plaintiffs commenced an action for issuance of Letters Rogatory in Spain in respect to three additional witnesses domiciled in Spain and associated with Tecnicas Reunidas, an engineering firm retained by Horsehead.

On April 9, 2020, Class Plaintiffs moved to certify a class of other similarly situated securities purchasers. The deposition of Class Plaintiffs' expert, Dr. Adam Werner, was taken on May 28, 2020. Defendants opposed this motion on July 23, 2020. The deposition of Defendants' expert, Dr. John Montgomery, was taken on August 14, 2020. Class Plaintiffs filed their reply brief on September 10, 2020. In connection with Class Plaintiffs' Motion for Class Certification, on June 29, 2020, Defendants filed a Motion to Exclude certain opinions included in the expert report of Class Plaintiff's expert economist, Dr. Adam Werner. Class Plaintiffs opposed this motion on August 13, 2020. Defendants filed their reply brief on September 14, 2020. At the time the Parties entered into the Stipulation, the Court had not ruled on either Class Plaintiffs' Motion for Class Certification or Defendants' Motion to Exclude.

In an effort to resolve the Litigation, the Parties engaged the services of Robert Meyer, an experienced mediator affiliated with JAMS, an organization which provides alternative dispute resolution services including mediation. The Parties each prepared and exchanged detailed mediation statements and engaged in a full-day mediation session with Mr. Meyer on June 24, 2020. No settlement was reached at that time. After several more months of continued litigation, the Parties prepared and exchanged supplemental mediation statements and engaged

in a second full-day mediation session with Mr. Meyer on October 14, 2020. This second session culminated with Mr. Meyer making a mediator's proposal. On October 15, 2020, the Parties accepted the mediator's proposal, agreeing to settle the Litigation for fourteen million seven hundred and fifty thousand dollars (\$14,750,000), subject to the terms of a Stipulation and approval by the Court.

WHO IS IN THE SETTLEMENT

To see if you will receive payment from this Settlement, you first have to decide if you are a Settlement Class Member.

3. How do I know if I am a Member of the Settlement Class?

The Court directed that everyone who fits this description is a Settlement Class Member: *all persons or entities who purchased or otherwise acquired, during the Class Period, Horsehead Securities.*

Excluded from the Settlement Class are Defendants, their affiliates, any members of Defendants' immediate families, any entity in which Defendants or a member of their immediate family has a controlling interest, and the heirs, successors, and assigns of any excluded party. Also excluded from the Settlement Class are any persons and entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court.

Please Note: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before May 28, 2021.

4. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-866-274-4004 or you can fill out and return the Proof of Claim enclosed with this Notice package to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay (or cause to be paid) \$14.75 million in cash to be distributed after taxes, fees, and expenses, *pro rata*, to Settlement Class Members who send in or submit a valid Proof of Claim pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

6. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proofs of Claim that Settlement Class Members send in or submit, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.horseheadlitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it and **mail it to the Claims Administrator so that it is postmarked (if mailed) or submit it online so that it is received (if submitted online) no later than May 28, 2021.** The Proof of Claim may be submitted online at www.horseheadlitigation.com. If not submitted online, the Proof of Claim should be sent to *Horsehead Settlement*, c/o Strategic Claims Services, 600 N. Jackson St, Suite 205, P.O. Box 230, Media, PA 19063; fax: (610) 565-7985; email: claims@horseheadlitigation.com.

8. When would I get my payment?

The Court has scheduled a Settlement Hearing on June 4, 2021, at 1:00 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether

appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

9. What am I giving up to get a payment or to stay in the Settlement Class?

Unless you timely and validly exclude yourself, you will remain a Settlement Class Member, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Claims (as defined below) in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you remain a Settlement Class Member, and if the Settlement is approved, you will give up all “Released Claims” (as defined below), including “Unknown Claims” (as defined below), against the “Released Persons” (as defined below):

- “Related Parties” means each of Defendants’ respective heirs, spouses, executors, trustees, personal or legal representatives, estates, administrators, predecessors, successors, or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlors, or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors.
- “Released Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, ordinance, administrative provision or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, which arise out of or relate in any way to both: (i) the purchase or acquisition of the securities that are the subject of this Litigation; and (ii) the acts, facts, statements, or omissions that were or could have been alleged by Class Plaintiffs in the Litigation. For avoidance of doubt, this release will apply to all defendants named in any complaint filed in the Litigation, or in any actions consolidated with the Litigation, whether or not they are named as defendants in the Consolidated Amended Complaint, and their Related Parties (i.e., their directors, officers, employees, parents, subsidiaries, agents, assigns, insurers, partners, predecessors, successors, and counsel). “Released Claims” does not include claims to enforce the Settlement. “Released Claims” includes “Unknown Claims” as defined in ¶ 1.42 of the Stipulation. Notwithstanding the foregoing, this release does not include any claims relating to the enforcement of the Settlement or any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.
- “Released Defendants’ Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.
- “Released Persons” means the Defendants and their Related Parties.
- “Unknown Claims” means any and all Released Claims which Class Plaintiffs, Plaintiffs’ Counsel, or any Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons and any and all Released Defendants’ Claims that the Released Persons do not know or suspect to exist in his, her or its favor at the time of the release of the Class Plaintiffs, Plaintiffs’ Counsel, or any Class Members, which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, Class Plaintiffs, Plaintiffs’ Counsel or Class Members, or might have affected his, her or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Class Plaintiffs, Plaintiffs’ Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and

that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, principle of common law or any provision of foreign law, which is similar, comparable, or equivalent to California Civil Code §1542. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue Defendants and the other Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as “opting out.” If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in the Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

10. How do I opt out of the Settlement Class and the proposed Settlement?

To exclude yourself from the Settlement Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Settlement Class in the *Horsehead Settlement*.” You **cannot** exclude yourself by telephone or e-mail. Your letter must include your purchases and acquisitions of Horsehead securities during the Class Period, including the dates, the number of shares of securities purchased or acquired and price paid for each such purchase or acquisition as well as the date of each sale, the number of shares of securities sold, and the price of the Horsehead securities sold during the Class Period. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request to the Claims Administrator so that it is **postmarked no later than May 14, 2021** to:

EXCLUSIONS – Horsehead Settlement
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
P.O. Box 230
Media, PA 19063

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, you will not receive any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue Defendants and the other Released Persons about the Released Claims in the future.

11. If I do not exclude myself, can I sue Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons, speak to your lawyer in that case immediately. You must exclude yourself from the Settlement Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is May 14, 2021.

12. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But, if you do exclude yourself, you may have the right to potentially sue or be part of a different lawsuit against Defendants and the other Released Persons.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court ordered that the law firm Glancy Prongay and Murray LLP represent the Settlement Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees not to exceed one-third of the Settlement Amount, plus out-of-pocket expenses not to exceed \$400,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

15. How do I tell the Court that I object to the proposed Settlement?

If you are a Settlement Class Member, and do not otherwise exclude yourself from the Settlement Class, you can comment on or object to the proposed Settlement, the proposed Plan of Allocation, Lead Counsel's fee and expense application, and/or Class Plaintiffs' request. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement, Plan of Allocation, and/or fee and expense application in the *Horsehead Settlement*. Include your name, mailing address, daytime telephone number, e-mail address, and your signature, identify the date(s), price(s), and number of shares of securities you purchased or acquired during the Class Period and/or sold, and state your comments or the reasons why you object to the proposed Settlement, Plan of Allocation, and/or fee and expense application, including any legal support for such objection. The reasons for the objection must be stated with specificity, and you must state whether the objection applies only to you, to a subset of the Settlement Class or to the entire Settlement Class. You must also include copies of documents demonstrating such purchase(s), acquisition(s) and/or sale(s). Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than May 28, 2021**:

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
CLERK OF THE COURT United States District Court District of Delaware J. Caleb Boggs Federal Building 844 N King Street Wilmington, DE 19801	GLANCY PRONGAY & MURRAY LLP Gregory B. Linkh 1925 Century Park East, Suite 2100 Los Angeles, CA 90067	BUCHANAN INGERSOLL & ROONEY PC Stanley Yorsz Gretchen L. Jankowski Union Trust Building 501 Grant Street, Suite 200 Pittsburgh, PA 15219

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Settlement Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

THE COURT'S SETTLEMENT HEARING

The Court has scheduled a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the proposed Settlement?

The Court has scheduled a Settlement Hearing at **1:00 p.m. ET, on June 4, 2021**, in the Courtroom of the Honorable Leonard P. Stark at the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N King Street, Wilmington, DE 19801. Due to the COVID-19 pandemic, the Court may provide an option for remote attendance of the Settlement Hearing. As the Settlement Hearing approaches, details will be posted at www.horseheadlitigation.com.

At the hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court may listen to people who have asked to speak at the hearing. The Court may also issue a ruling on Lead Counsel's application for attorneys' fees and expenses (which request may include Class Plaintiffs' application for an amount not to exceed \$10,000 each, in connection with their representation of the Settlement Class). After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing, or adjourn the Settlement Hearing, without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website, www.horseheadlitigation.com, beforehand to be sure that the date and/or time has not changed.

18. Do I have to attend the hearing?

No. Lead Counsel will answer questions the Court may have. You are welcome, however, to attend at your own expense. If you send an objection, you do not have to attend the hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 15 above) a statement saying that it is your "Notice of Intention to Appear in the *Horsehead Settlement*." Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys' fees and expenses to be awarded to Lead Counsel (including any award to Class Plaintiffs for their representation of the Settlement Class) and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be **received no later than May 28, 2021**, and addressed to the Clerk of Court, Lead Counsel and Defendants' counsel at the addresses listed above in question 15.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Claims in this case, ever again.

GETTING MORE INFORMATION

21. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-866-274-4004. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court, and to the other Settlement-related papers filed in the Litigation, which are posted on the Settlement website at www.horseheadlitigation.com, and may be inspected at the Office of the Clerk of the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N King Street, Wilmington, DE 19801, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PROPOSED PLAN OF ALLOCATION

The Settlement Amount of \$14.75 million and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less all taxes, tax expenses, notice and administration expenses, and approved attorneys’ fees and expenses and any award to Class Plaintiffs (the “Net Settlement Fund”) shall be distributed to Settlement Class Members who submit timely and valid Proofs of Claim to the Claims Administrator (“Authorized Claimants”). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Horsehead Securities purchased during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel have conferred with their damages consultant.

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted on the Claims Administrator’s website, www.horseheadlitigation.com.

The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share for the Net Settlement Fund based upon each Authorized Claimant’s Recognized Loss.

Please Note: The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount that Class Members might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s Recognized Loss and subject to the provisions in the preceding paragraph. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the preceding paragraph (*i.e.*, “*pro rata* share”). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

Accordingly, the calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than or equal to \$0.00, the claim per share shall be \$0.00.

In order to have recoverable damages, claimants must have purchased or otherwise acquired Horsehead Securities between February 25, 2014 and February 2, 2016, inclusive. Horsehead Securities include common stock (CUSIP #440694305) and notes (CUSIP: #440694AB3, #440694AC1, #440694AE7, #440694AF4 and #440694AG2).

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Funds cash their distribution checks, then any balance remaining in the Net Settlement Funds six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Administration Costs incurred in administering the Settlements; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Funds and in making second distributions, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Funds after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in these Settlements cash their checks, any funds remaining in the Net Settlement Funds shall be donated to a non-sectarian charitable organization(s) selected by Lead Counsel.

THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:

(I) Recognized Loss for Horsehead common stock (CUSIP #440694305) purchased or otherwise acquired during the Class Period will be calculated as follows:

- (A) For common stock purchased or otherwise acquired during the Class Period and sold during the Class Period, the Recognized Loss per share will be the *lesser* of: (1) the inflation per share upon purchase

(as set forth in Inflation Table A below) less the inflation per share upon sale (as set forth in Inflation Table A below); or (2) the purchase price per share minus the sales price per share.

- (B) For common stock purchased or otherwise acquired during the Class Period and sold during the period from February 3, 2016 through May 3, 2016, inclusive, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table B below.
- (C) For common stock purchased or otherwise acquired during the Class Period and retained as of the close of trading on May 3, 2016, the Recognized Loss will be the *lesser* of: (1) the inflation per share upon purchase (as set forth in Inflation Table A below); or (2) the purchase price per share minus \$.15² per share.

INFLATION TABLE A	
Horsehead Common Stock Purchased During the Class Period	
Period	Inflation
February 25, 2014 to May 7, 2015, inclusive	\$6.11 per share
May 8, 2015 to July 5, 2015, inclusive	\$4.56 per share
July 6, 2015 to September 10, 2015, inclusive	\$2.62 per share
September 11, 2015 to September 13, 2015, inclusive	\$2.06 per share
September 14, 2015 to November 8, 2015, inclusive	\$1.42 per share
November 9, 2015 to January 12, 2016, inclusive	\$1.16 per share
January 13, 2016 to February 1, 2016, inclusive	\$.20 per share
February 2, 2016 and thereafter	\$.00 per share

TABLE B								
<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>	<u>Date</u>	<u>Closing Price</u>	<u>Average Closing Price</u>
2/3/2016	\$0.06	\$0.06	3/4/2016	\$0.22	\$0.17	4/5/2016	\$0.13	\$0.16
2/4/2016	\$0.08	\$0.07	3/7/2016	\$0.24	\$0.17	4/6/2016	\$0.13	\$0.16
2/5/2016	\$0.09	\$0.08	3/8/2016	\$0.21	\$0.17	4/7/2016	\$0.13	\$0.16
2/8/2016	\$0.09	\$0.08	3/9/2016	\$0.18	\$0.17	4/8/2016	\$0.13	\$0.16
2/9/2016	\$0.09	\$0.08	3/10/2016	\$0.17	\$0.17	4/11/2016	\$0.15	\$0.16
2/10/2016	\$0.08	\$0.08	3/11/2016	\$0.16	\$0.17	4/12/2016	\$0.14	\$0.16
2/11/2016	\$0.08	\$0.08	3/14/2016	\$0.16	\$0.17	4/13/2016	\$0.14	\$0.16
2/12/2016	\$0.12	\$0.09	3/15/2016	\$0.17	\$0.17	4/14/2016	\$0.15	\$0.16
2/16/2016	\$0.30	\$0.11	3/16/2016	\$0.13	\$0.17	4/15/2016	\$0.13	\$0.16
2/17/2016	\$0.20	\$0.12	3/17/2016	\$0.12	\$0.17	4/18/2016	\$0.10	\$0.16
2/18/2016	\$0.23	\$0.13	3/18/2016	\$0.13	\$0.17	4/19/2016	\$0.11	\$0.15
2/19/2016	\$0.23	\$0.14	3/21/2016	\$0.13	\$0.17	4/20/2016	\$0.10	\$0.15
2/22/2016	\$0.26	\$0.15	3/22/2016	\$0.13	\$0.17	4/21/2016	\$0.10	\$0.15
2/23/2016	\$0.22	\$0.15	3/23/2016	\$0.12	\$0.17	4/22/2016	\$0.10	\$0.15
2/24/2016	\$0.20	\$0.16	3/24/2016	\$0.12	\$0.16	4/25/2016	\$0.10	\$0.15

² Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.” \$.15 per share was the mean (average) daily closing trading price of the Company’s common stock during the 90-day period beginning on February 3, 2016 and ending on May 3, 2016.

2/25/2016	\$0.17	\$0.16		3/28/2016	\$0.12	\$0.16		4/26/2016	\$0.10	\$0.15
2/26/2016	\$0.16	\$0.16		3/29/2016	\$0.12	\$0.16		4/27/2016	\$0.11	\$0.15
2/29/2016	\$0.18	\$0.16		3/30/2016	\$0.15	\$0.16		4/28/2016	\$0.11	\$0.15
3/1/2016	\$0.21	\$0.16		3/31/2016	\$0.14	\$0.16		4/29/2016	\$0.20	\$0.15
3/2/2016	\$0.23	\$0.16		4/1/2016	\$0.14	\$0.16		5/2/2016	\$0.30	\$0.15
3/3/2016	\$0.23	\$0.17		4/4/2016	\$0.14	\$0.16		5/3/2016	\$0.25	\$0.15

(II) **Recognized Loss for AB3 Notes (CUSIP #440694AB3) purchased or otherwise acquired during the Class Period will be calculated as follows:**

- (A) For **AB3 Notes** purchased or otherwise acquired during the Class Period and sold during the Class Period, the Recognized Loss per note will be the *lesser* of: (1) the inflation per note upon purchase (as set forth in Inflation Table C below) less the inflation per note upon sale (as set forth in Inflation Table C below); or (2) the purchase price per note minus the sales price per note.
- (B) For **AB3 Notes** purchased or otherwise acquired during the Class Period and retained as of the close of trading on February 2, 2016, the Recognized Loss will be the *lesser* of: (1) the inflation per note upon purchase (as set forth in Inflation Table C below); or (2) the purchase price per note minus \$14.27³ per note.

INFLATION TABLE C	
AB3 Notes Purchased During the Class Period	
Period	Inflation
February 25, 2014 to July 5, 2015, inclusive	\$35.58 per note
July 6, 2015 to September 10, 2015, inclusive	\$26.56 per note
September 11, 2015 to September 13, 2015, inclusive	\$23.28 per note
September 14, 2015 to November 8, 2015, inclusive	\$19.52 per note
November 9, 2015 to January 12, 2016, inclusive	\$16.49 per note
January 13, 2016 to February 1, 2016, inclusive	\$ 1.05 per note
February 2, 2016 and thereafter	\$.00 per note

(III) **Recognized Loss for AC1 Notes (CUSIP#440694AC1) purchased or otherwise acquired during the Class Period will be calculated as follows:**

- (A) For **AC1 Notes** purchased or otherwise acquired during the Class Period and sold during the Class Period, the Recognized Loss per note will be the *lesser* of: (1) the inflation per note upon purchase (as set forth in Inflation Table D below) less the inflation per note upon sale (as set forth in Inflation Table D below); or (2) the purchase price per note minus the sales price per note.
- (B) For **AC1 Notes** purchased or otherwise acquired during the Class Period and retained as of the close of trading on February 2, 2016, the Recognized Loss will be the *lesser* of: (1) the inflation per note upon purchase (as set forth in Inflation Table D below); or (2) the purchase price per note minus \$56.00⁴ per note.

INFLATION TABLE D	
AC1 Notes Purchased During the Class Period	
Period	Inflation
February 25, 2014 to September 10, 2015, inclusive	\$17.48 per note
September 11, 2015 to September 13, 2015, inclusive	\$13.38 per note
September 14, 2015 to November 8, 2015, inclusive	\$8.68 per note
November 9, 2015 to January 12, 2016, inclusive	\$5.06 per note
January 13, 2016 to February 1, 2016, inclusive	\$2.23 per note
February 2, 2016 and thereafter	\$.00 per note

³ This represents the closing price of AB3 Notes on February 2, 2016, the date the Company filed for Chapter 11 Bankruptcy.

⁴ This is the closing price of AC1 Notes at the end of the Class Period.

(IV) Recognized Loss for AE7 (CUSIP #440694AE7) and AF4 (CUSIP #440694AF4) Notes purchased or otherwise acquired during the Class Period will be calculated as follows:

- (A) For **AE7 and AF4 Notes** purchased or otherwise acquired during the Class Period and sold during the Class Period, at a loss and after a corrective disclosure, the Recognized Loss per note will be 30% of the difference between the purchase price per note minus the sales price per note.
- (B) For **AE7 and AF4 Notes** purchased or otherwise acquired during the Class Period and retained as of the close of trading on February 2, 2016, the Recognized Loss per note will be 30% of the difference between the purchase price per note minus \$46.95⁵ per note.

(V) Recognized Loss for AG2 Notes (CUSIP #440694AG2) purchased or otherwise acquired during the Class Period will be calculated as follows:

- (A) For **AG2 Notes** purchased or otherwise acquired during the Class Period and sold during the Class Period, at a loss and after a corrective disclosure, the Recognized Loss per note will be 30% of the difference between the purchase price per note minus the sales price per note.
- (B) For **AG2 Notes** purchased or otherwise acquired during the Class Period and retained as of the close of trading on February 2, 2016, the Recognized Loss per note will be 30% of the difference between the purchase price per note minus \$17.35⁶ per note.

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of the Horsehead Securities shall not be deemed a purchase, acquisition or sale of securities for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase. The date of covering a “short sale” is deemed to be the date of purchase of Horsehead’s Securities, and the date of a “short sale” is deemed to be the date of sale of Horsehead’s Securities.

For purposes of calculating your Recognized Loss, all purchases, acquisitions and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Horsehead Securities purchased or otherwise acquired and sold during the Class Period must have been sold at a loss and after a corrective disclosure to qualify as a Recognized Loss. Trading gains, if any, will have a Recognized Loss of \$0. No more than 20% of the Net Settlement Fund shall be allocated to pay Recognized Losses for Horsehead notes.

To the extent a Claimant had a trading gain or “broke even” from his, her, or its overall transactions in either Horsehead common stock or Horsehead Notes during the Class Period, the value of the Total Recognized Loss will be zero, and the Claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a Claimant suffered a trading loss on his, her, or its overall transactions in either Horsehead common stock or Horsehead Notes during the Class Period, but that trading loss was less than the Total Recognized Loss calculated above, then the Total Recognized Loss shall be limited to the amount of the Claimant’s actual trading loss. The calculation of trading losses for Horsehead common stock and Horsehead Notes will be treated separately.

Class Members who do not submit valid Proofs of Claim will not share in the Settlement proceeds. Class Members who do not either submit a request for exclusion or submit a valid Proof of Claim will nevertheless be bound by the Settlement and the Order and Final Judgments of the Court dismissing this Action.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants’ Counsel, Lead Plaintiffs, Lead Counsel or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulations and the Settlements contained therein, the Plan of Allocation, or further orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant’s Proof of Claim and Release Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund shall be released and discharged from any and all claims arising out of such involvement, and all Settlement

⁵ This represents the estimated average percentage recovery for Horsehead’s Secured Notes at 46.95% under the Debtors’ Second Amended Disclosure Statement for the Debtors’ Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the “Chapter 11 Reorganization Plan”).

⁶ This represents the estimated average percentage recovery for Horsehead’s Unsecured Notes at 17.35% under the Chapter 11 Reorganization Plan.

Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution order entered by the Court.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired securities during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name, last known address, and email address (if an email address is available) of each person or organization for whom or which you purchased or acquired such securities during such time period; (b) request an electronic copy of the Summary Notice and, within seven (7) calendar days after receipt thereof, email the Summary Notice in electronic format to each beneficial owner for whom you are nominee or custodian; or (c) request additional copies of the Postcard Notice , which will be provided to you free of charge, and within seven (7) calendar days, mail the Postcard Notice directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedures (b) or (c), upon such mailing or emailing, you must send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed and retain the names, addresses, and email addresses for any future mailings to Settlement Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners, up to a maximum of \$0.05 per name, address, and email address provided to the Claims Administrator; up to \$0.05 per unit, plus postage at the rate used by the Claims Administrator, for each Postcard Notice actually mailed; or up to \$0.05 per email sent. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Horsehead Settlement
c/o Strategic Claims Services
600 N. Jackson St., Suite 205
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
claims@horseheadlitigation.com
www.horseheadlitigation.com

DATED: FEBRUARY 3, 2021

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE