

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CITY OF TAMARAC FIREFIGHTER)
PENSION TRUST FUND, and CITY OF)
MIAMI GENERAL EMPLOYEES' AND)
SANITATION EMPLOYEES' RETIREMENT)
TRUST, on Behalf of Themselves and all Other)
Similarly Situated Shareholders of CVR)
Energy, Inc.,)

C.A. No. 7597-CB

Plaintiffs,)

v.)

CARL C. ICAHN, BOB G. ALEXANDER,)
SUNGHWAN CHO, VINCENT J. INTRIERI,)
JOHN J. LIPINSKI, SAMUEL)
MERKSAMER, STEPHEN MONGILLO,)
DANIEL A. NINIVAGGI, JAMES M.)
STROCK, GLENN R. ZANDER, and IEP)
ENERGY LLC,)

Defendants,)

and)

CVR ENERGY INC.,)

Nominal Defendant.)

**NOTICE OF PROPOSED SETTLEMENT OF DERIVATIVE ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

TO: ALL INDIVIDUALS AND ENTITIES WHO HELD SHARES OF
COMMON STOCK OF CVR ENERGY, INC. ("CVR" OR THE
"COMPANY") AS OF THE CLOSE OF BUSINESS ON MAY 9, 2014.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS
ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT
REACHED IN THIS ACTION.**

The purpose of this Notice is to inform you about (a) the proposed settlement reached in the above-captioned action (the “Action”), subject to approval of the Delaware Court of Chancery (the “Court”), as provided in a Stipulation and Agreement of Compromise, Settlement and Release (the “Settlement Stipulation”) that was filed with the Court and is publicly available for review as indicated at paragraph 45 below; (b) the hearing that the Court will hold on July 21, 2014, at 10:00 a.m., at the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, to determine whether to approve the Settlement and to consider Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses; and (c) current stockholders’ rights with respect to the proposed Settlement and Plaintiffs’ Counsel’s application for attorneys’ fees and expenses.¹

The Settlement Stipulation was entered into as of May 9, 2014, between and among: (a) plaintiffs City of Tamarac Firefighter Pension Trust Fund and City of Miami General Employees’ and Sanitation Employees’ Retirement Trust (“Plaintiffs”); (b) defendants Carl C. Icahn, IEP Energy LLC (together with Carl C. Icahn, the “Icahn Parties”), Bob G. Alexander, Sunghwan Cho, Vincent J. Intrieri, John J. Lipinski, Samuel Merksamer, Stephen Mongillo, Daniel A. Ninivaggi, James M. Strock, and Glenn R. Zander (the “Board” or the “CVR Board” and together with the Icahn Parties, “Defendants”); and (c) nominal defendant CVR Energy, Inc. (“CVR” or the “Company” and together with Plaintiffs and Defendants, the “Parties”).

WHAT IS THE PURPOSE OF THIS NOTICE?
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1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the proposed Settlement affects CVR stockholders’ legal rights.

¹ All capitalized terms not otherwise defined in this Notice shall have the meaning provided in the Stipulation.

2. In a derivative action, one or more people and/or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation's legal rights.

3. As described more fully in paragraph 43 below, current stockholders have the right to object to the proposed Settlement and the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses. They have the right to appear and be heard at the Settlement Hearing, which will be held before The Honorable Andre G. Bouchard on July 21, 2014, at 10:00 a.m., at the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801. At the Settlement Hearing, the Court will, among other things, (a) determine whether Plaintiffs, City of Tamarac Firefighter Pension Trust Fund and City of Miami General Employees' and Sanitation Employees' Retirement Trust, and Plaintiffs' Counsel, the law firms Bernstein Litowitz Berger & Grossmann LLP and Grant & Eisenhofer P.A., have adequately represented the interests of CVR and its stockholders; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate to CVR, and in its best interest; (c) determine whether the Court should enter an Order and Final Judgment, substantially in the form attached as Exhibit C to the Settlement Stipulation, dismissing with prejudice the derivative claims asserted against Defendants in the Action (the "Derivative Claims") and dismissing the class claims asserted against Defendants in the Action (the "Class Claims") without prejudice as to the Class but with prejudice as to the named Plaintiffs, and settling, releasing, and enjoining prosecution of any and all Released Plaintiffs' Claims (as defined in paragraph 39 below) against the Defendants' Releasees (as defined in paragraph 39 below) and any and all Released Defendants' Claims (as defined in paragraph 39 below) against the Plaintiffs' Releasees (as defined in paragraph 39 below); (d) consider the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; (e) hear and determine any objections to the Settlement or the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; and (f) rule on such other matters as the Court may deem appropriate.

4. The Court has reserved the right to adjourn or continue the Settlement Hearing or any adjournment thereof, including consideration of the application by Plaintiffs' Counsel for attorneys' fees and expenses, without further notice to you other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

5. On June 5, 2012, Plaintiffs filed a verified class action complaint (the “Initial Complaint”) on behalf of themselves and all other similarly situated public shareholders of CVR against the Icahn Parties and the Board, and a motion to expedite the litigation.

6. The Initial Complaint asserted that the Icahn Parties’ acquisition of CVR shares on the open market, together with the CVR Board’s failure to implement measures to prevent or impede such acquisitions, constituted a breach of fiduciary duty. The Icahn Parties did not make any further acquisitions of CVR stock following the filing of the Initial Complaint.

7. On July 23, 2012, Defendants filed a motion to dismiss the Initial Complaint and motion to stay discovery and for a protective order against pending discovery.

8. On July 30, 2012, the Court granted the parties’ stipulation and proposed orders, which set briefing schedules for Defendants’ motion to dismiss, and motion to stay discovery and for a protective order against pending discovery.

9. On August 1, 2012, Plaintiffs filed their brief in opposition to Defendants’ motion to stay discovery and for a protective order against pending discovery.

10. On August 2, 2012, Defendants served responses and objections to Plaintiffs’ first request for production of documents.

11. On August 6, 2012, Icahn Enterprises L.P. made an offer to acquire the remaining shares of CVR that he did not already own for \$29.00 per share (the “\$29 Offer”).

12. On August 7, 2012, the Court granted the parties’ stipulation and proposed order, requiring the Icahn Parties to provide Plaintiffs with notice with

respect to any additional purchases of CVR stock by the Icahn Parties, and stayed the briefing with respect to Plaintiffs' pending motion to expedite, and Defendants' motion to dismiss and motion to stay discovery.

13. On August 10, 2012, Plaintiffs filed a verified amended class action complaint, challenging the terms of the \$29 Offer as a further breach of duty, and alleging that no member of the CVR Board could purport to negotiate with the Icahn Parties (the "Amended Complaint").

14. On August 21, 2012, Icahn Enterprises L.P. revoked the \$29 Offer.

15. On August 28, 2012, the Court granted the parties' second stipulation and proposed order, which required the Icahn Parties to provide Plaintiffs with notice with respect to any additional purchases of CVR stock by the Icahn Parties, set a schedule for Plaintiffs to amend their complaint and Defendants' obligation to answer such complaint, and stayed Plaintiffs' pending motion to expedite.

16. On October 2, 2012, the Court granted the parties' stipulation and proposed order governing the schedule for Plaintiffs to amend their complaint and Defendants' response to such complaint.

17. On October 9, 2012, Plaintiffs filed a verified second amended class action and derivative complaint (the "Second Amended Complaint" or the "Complaint").

18. On November 29, 2012 the Court granted the parties' first amended stipulation and proposed order, which provided Defendants with additional time to respond to Plaintiffs' Second Amended Complaint.

19. On December 11, 2012, CVR filed its motion to dismiss the Second Amended Complaint, while the Icahn Parties and the Board filed answers and joined CVR's motion to dismiss.

20. On March 20, 2013, Plaintiffs served their second request for production of documents directed to Carl Icahn and the Individual Defendants.

21. On April 22, 2013, the Icahn Parties and the Board served responses and objections to Plaintiffs' second request for production of documents.

22. On April 22, 2013, Defendants served their first request for production of documents directed to Plaintiffs.

23. On May 22, 2013, Plaintiffs served responses and objections to the Individual Defendants' first request for production of documents directed to Plaintiffs.

24. On October 10, 2013, the Court requested that the parties confer on or before November 15, 2013 to determine a schedule for the litigation.

25. On November 15, 2013, the Court granted the parties' stipulation and proposed order governing the litigation's schedule.

26. On January 2, 2014, the Court granted the parties' stipulation and proposed order governing the production and exchange of confidential and highly confidential information.

27. On January 14, 2014, Defendants served their first set of interrogatories directed to Plaintiffs.

28. On January 24, 2014, Defendants served a subpoena duces tecum on Golden Capital Management LLC.

29. On March 14, 2014, Plaintiffs served responses and objections to Defendants' first set of interrogatories directed to Plaintiffs.

30. At the close of the markets on March 28, 2014, CVR stock was trading at \$41.56 per share, and has traded above \$29 per share each trading day since August 31, 2012.

31. After arm's-length negotiations, the Parties reached an agreement in principle to settle the Derivative Claims subject to the execution of a stipulation and agreement of settlement and related papers. The Parties entered into the formal Settlement Stipulation on May 9, 2014.

32. On May 16, 2014, the Court entered a Scheduling Order in connection with the Settlement which, among other things, authorized this Notice to be provided to CVR Stockholders, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

33. The Class Claims asserted against Defendants in the Action will be dismissed without prejudice to the Class but with prejudice as to the named Plaintiffs, and the named Plaintiffs will fully release the Defendants' Releasees from the Class Claims.

WHAT ARE THE TERMS OF THE SETTLEMENT?

34. As consideration for the Settlement:
- (a) From the date of the Settlement Stipulation through April 30, 2019, the Icahn Parties shall not purchase any additional CVR Securities², including but not limited through open market transactions, privately negotiated transactions, a tender offer, any proposal for any merger, or any comparable fundamental corporate transaction (a “Subsequent Acquisition”), except in compliance with the Settlement Stipulation.
 - (b) Pursuant to the terms of the Settlement Stipulation, in the event that the Icahn Parties determine to undertake any Subsequent Acquisition, the Icahn Parties shall provide Plaintiffs and the CVR Board with written notice of its intentions (the “Notice of Acquisition”), no less than three (3) business days prior to commencing any such transactions.
 - (c) Any Notice of Acquisition provided in accordance with subparagraph (b) above shall be deemed and treated as “Highly Confidential Discovery Material” as that term is defined in the Stipulation and Order Governing the Production and Exchange of Confidential and Highly Confidential Information entered by the Court on January 2, 2014 (the “Confidentiality Order”), and attached as Exhibit D to the Settlement Stipulation.
 - (d) Following receipt of such Notice of Acquisition described in subparagraph (b) above, Plaintiffs or the CVR Board may (but shall not be required by the Settlement Stipulation to) seek any relief to restrain, prevent or otherwise enjoin any such Subsequent Acquisition, by commencing an action before the Delaware Court of Chancery in accordance with the terms of this paragraph. Any action to restrain, prevent or otherwise enjoin any Subsequent Acquisition must be filed

² “CVR Securities” means CVR common stock and any and all securities that are convertible into CVR common stock, including without limitation, convertible bonds, convertible preferred stock, warrants and call options on CVR common stock, and any other derivative securities that directly give the holder a right to acquire common stock in CVR .

under seal and in accordance with the terms of the Confidentiality Order.

- (e) Following receipt of any such Notice of Acquisition described in subparagraph (b) above, Plaintiffs' Counsel and any recipient of such notice, and anyone provided with information regarding such notice in accordance with the terms of the Confidentiality Order shall be enjoined from buying, selling, or engaging in any transactions whatsoever concerning any CVR Securities until such time as the Icahn Parties publicly disclose, through public statement, required regulatory filing, or otherwise, their intent to purchase or acquire, or completion of any such acquisition or purchase, of CVR Securities as contemplated in the Notice of Acquisition.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

35. Plaintiffs and Plaintiffs' Counsel thoroughly considered the facts and law underlying the Derivative Claims in the Action. Although Plaintiffs and Plaintiffs' Counsel believe that the Derivative Claims asserted have merit, the Court could have adopted Defendants' view of the applicable legal standard or of the underlying evidence, and could enter judgment for the Defendants, either dismissing the Derivative Claims prior to trial or after trial. Plaintiffs and Plaintiffs' Counsel also considered the expense and length of continued proceedings necessary to pursue the Derivative Claims through trial, as well as the uncertainty of appeals. Plaintiffs and Plaintiffs' Counsel also considered the possibility that a Court may not be able to order the specific relief achieved in the Settlement.

36. Plaintiffs brought this Action alleging that Carl Icahn was planning to conduct a "creeping squeeze-out" of the remaining publicly-held shares of CVR through his open market purchases of CVR shares at prices significantly less than fair value. Plaintiffs later expanded the case by alleging that Icahn was making a second attempt to acquire the remaining shares of CVR stock through an allegedly inadequate takeover proposal. As a result of the Settlement reached herein, Plaintiffs have been successful in limiting the ability of Icahn to make open market purchases or pursue a takeover bid without giving Plaintiffs and the CVR Board prior notice and an opportunity to seek judicial relief.

37. In light of the valuable benefits provided to CVR and CVR's public stockholders under the Settlement, Plaintiffs and Plaintiffs' Counsel have determined that the proposed Settlement is fair, reasonable, adequate to CVR, and in its best interests. The Settlement provides substantial immediate benefits to CVR without the risk that continued litigation could result in obtaining similar or lesser relief for CVR after continued extensive and expensive litigation, including trial and the appeals that were likely to follow.

38. Each of the Defendants has denied and continues to deny any wrongdoing, and the Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Defendants' Releasees, with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

39. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). Pursuant to the Judgment, the Derivative Claims will be dismissed in their entirety and with prejudice, the Class Claims will be dismissed without prejudice as to the Class but with prejudice as to the named Plaintiffs, and, upon the Effective Date of the Settlement, the following releases will occur:

Release of Claims by CVR Stockholders upon the Effective Date: Plaintiffs and each other CVR Stockholder, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns in their capacities as such, and derivatively on behalf of CVR, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against the Defendants and the other Defendants' Releasees, and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

“Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, local, federal, foreign, common or statutory law, or any other law or rule, (i) that Plaintiffs asserted in the Complaint derivatively on behalf of CVR, or (ii) that Plaintiffs or any other CVR Stockholder could have asserted in the Action or in any other forum derivatively on behalf of CVR that arise out of or are based upon the allegations, transactions, facts, matters or occurrences set forth in the Complaint, except for any claims relating to the enforcement of the Settlement.

“Defendants’ Releasees” means Defendants and CVR, and their current and former executive officers, directors, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, and attorneys.

Release of Claims by Defendants and CVR upon the Effective Date: Defendants, CVR and the other Defendants’ Releasees, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants’ Claim against Plaintiffs and the other Plaintiffs’ Releasees, and shall forever be enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

“Released Defendants’ Claims” (and together with the Released Plaintiffs’ Claims, the “Released Claims”) means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, local, federal, foreign, common or statutory law, or any other law or rule, that arise out of or relate in any way to the institution, prosecution, or settlement of the Action, except for any claims relating to the enforcement of the Settlement.

“Plaintiffs’ Releasees” (and together with the Defendants’ Releasees, the “Releasees”) means Plaintiffs and their current and former executive officers, directors, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, and attorneys.

“Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff or any other CVR Stockholder does not know or suspect to exist in his, her or

its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant, CVR or any other Defendants' Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs, Defendants, and CVR shall expressly waive, and each of the other CVR Stockholders and each of the other Defendants' Releasees shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs and Defendants acknowledge, and each of the other CVR Stockholders and each of the other Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

40. Pending final determination of whether the Settlement should be approved, (a) Plaintiffs and all other CVR stockholders are enjoined from filing, commencing, or prosecuting any Released Plaintiffs' Claims as against the Defendants' Releasees; and (b) Defendants, CVR and the other Defendants' Releasees are enjoined from filing, commencing, or prosecuting any Released Defendants' Claims as against the Plaintiffs' Releasees.

HOW WILL THE ATTORNEYS BE PAID?

41. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims asserted in the Action, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel and reimbursement of Litigation Expenses (the "Fee and Expense Application") based on the benefits provided to CVR and

CVR's public stockholders from the Settlement and the prosecution of the Action. Plaintiffs' Counsel's Fee and Expense Application shall seek no more than \$750,000, and Defendants and CVR agree that they will not object to or otherwise take any position adverse to the Fee and Expense Application. Defendants and CVR acknowledge Plaintiffs' Counsel's right to an award of attorneys' fees and reimbursement of Litigation Expenses based on the benefits provided to CVR and its public stockholders from the Settlement and the prosecution of the Action. The Court will determine the amount of any fee and expense award to Plaintiffs' Counsel.

**WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT
HEARING?**

42. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Andre G. Bouchard on July 21, 2014, at 10:00 a.m., at the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801.

43. Any person or entity that owned CVR common stock as of May 9, 2014 and continues to own such stock through July 21, 2014, the date of the Settlement Hearing, who objects to the Settlement or the application for attorneys' fees and expenses by Plaintiffs' Counsel, or who otherwise wishes to be heard, may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however*, that no such person or entity shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such person or entity shall be received and considered by the Court unless, no later than July 11, 2014, such person files with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, the following: (a) a written and signed notice of intention to appear which states the name, address and telephone number of the objector and, if represented, his, her or its counsel; (b) proof that the objector owned shares of CVR stock as of May 9, 2014 and continues to hold such shares; and (c) a written detailed statement of the person/entity's objections to any matter before the Court, and the specific grounds therefor or the reasons why such person or entity desires to appear and to be heard, as well as all documents and writings which such person or entity desires the Court to consider, including any legal and evidentiary support.

Any such filings with the Court must also be served upon each of the following counsel (by hand, first class U.S. mail, or express service) such that they are *received* no later than July 11, 2014:

Plaintiffs' Counsel:

Mark Lebovitch, Esquire
BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP
1285 Avenue of the Americas
New York, NY 10019

Stuart M. Grant, Esquire
GRANT & EISENHOFER P.A.
123 S. Justison Street
Wilmington, DE 19801

Counsel for Defendants and CVR:

Herbert Beigel, Esquire
HERBERT BEIGEL & ASSOCIATES, LLC
38327 S. Arroyo Way
Tucson, AZ 85739

44. Unless the Court otherwise directs, any person or entity who fails to object in the manner prescribed above shall be deemed to have waived his, her, or its right to object and shall be forever barred from raising any objection to the Settlement or Plaintiffs' Counsel's application for an award of attorneys' and expenses, or any other matter related to the Settlement, in the Action or in any other action or proceeding.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I
HAVE QUESTIONS?

45. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in the Action, you may inspect the pleadings, the Settlement Stipulation, the Orders entered by the Court, and other papers filed in the Action at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New

Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, during regular business hours of each business day. You may also view a copy of the Settlement Stipulation at <http://www.cvrenergy.com>. If you have questions regarding the Settlement, you may write or call Plaintiffs' Counsel: Mark Lebovitch, Esquire, Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (800) 380-8496, and Stuart M. Grant, Esquire, Grant & Eisenhofer P.A., 123 S. Justison Street, Wilmington, DE 19801, (302) 622-7000.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF
THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

Dated: May 16, 2014

BY ORDER OF THE COURT:
