

**NOTICE OF TERMS OF PROPOSED SETTLEMENT AND
CLAIMS PROCEDURE FOR AUTOMOTIVE DEALERS AND AGENTS**

TO: All Automotive Dealers and Agents who marketed or sold Vehicle Service Contracts (VSCs) marketed by SC&E Administrative Services, Inc. ("SC&E"), American Prime Asset, Inc. ("APA") or Triad Marketing, LLC ("Triad") which were insured by National Warranty Insurance Risk Retention Group ("NWIG") and for which there are unreimbursed repair claims paid for by you.

**THIS NOTICE MAY AFFECT YOUR RIGHTS - PLEASE READ IT CAREFULLY
YOU ARE NOT BEING SUED**

THE PURPOSE OF THIS NOTICE, PROXY, RELEASE AND CLAIM FORM ("NOTICE") IS TO DESCRIBE THE PROPOSED SETTLEMENTS TO YOU. THIS NOTICE ALSO SUMMARIZES THE CLASS ACTION SETTLEMENT RELATING TO YOUR CUSTOMERS' VSCs WHICH WERE INSURED BY NWIG THAT WERE MARKETED BY SC&E, APA, OR TRIAD. ON MARCH 3, 2006, THE DISTRICT COURT FOR THE COUNTY OF CLARK, STATE OF NEVADA GAVE FINAL APPROVAL TO THE SETTLEMENT OF THE CLASS CLAIMS AGAINST SC&E, APA AND TRIAD.

I. DESCRIPTION OF THE CLASS ACTION

A. On June 6, 2003, NWIG filed for bankruptcy protection in the Grand Cayman Islands (the "Liquidation Proceedings").

B. In July, 2003, Plaintiffs Reuben J. Rocker, et al. (Plaintiffs) filed a class action complaint as amended against, among others, SC&E, APA and Triad, which are collectively referred to herein as the "Issuers", in the District Court of the State of Nevada for the County of Clark, Case Nos. A-468551 and A- 470558 (the "State Action"). For the purposes of this Notice, Proxy, Release and Claim Form, the term "Issuers" will specifically include the current and former officers, directors and employees of SC&E, APA and Triad, as well as the shareholders, members, subsidiaries, parent companies and affiliates of SC&E, APA and Triad. The State Action alleges that the Issuers' insurance provided by NWIG proved worthless as a result of NWIG filing for protection in the Grand Cayman Islands. The State Action alleges that the Issuers are accountable for honoring the VSCs. The Issuers deny the allegations of the State Action. The Class consists of VSC holders that purchased VSCs marketed by SC&E, Triad or APA and that were insured by NWIG.

C. The Issuers and the Class entered into Stipulation and Settlement Agreements (the "Settlements") which became final on March 3, 2006. Certain terms of the Settlements are discussed more fully below. In connection with those Settlements, it is the intention of the Issuers and the Class to create a mechanism to reimburse Automotive Dealers and Agents that made repairs or paid for repairs on vehicles of Class members.

II. RELEVANT TERMS OF THE SETTLEMENTS BETWEEN THE ISSUERS AND THE CLASS

The Settlements are final and no longer subject to appeal. Relevant terms of the Settlements are set forth below.

A. The Settlements provide for the creation of a "Settlement Fund" that will consist of the Class' pro-rata share, but not less than fifty (50%), of any funds that SC&E, APA and Triad receive: 1) From the NWIG liquidation in the Grand Cayman Islands, pursuant to an Asset Distribution Agreement that the Issuers have entered into with the other major creditors of NWIG; and 2) From any proceeds recovered in third party litigation that the Issuers have instituted to recover funds. This Settlement Fund, after payment of administrative costs and attorneys fees, will be utilized to reimburse Class Members who file an accepted claim form for all covered claims made for unreimbursed repairs, and if sufficient funds remain, to reimburse Class Members for the value of the remaining months of the VSC from June 6, 2003 through the expiration of that VSC.

B. The Class' pro rata share of the funds received from NWIG and the third party litigation will be determined by apportioning the total funds received between a) the Class' total approved repair claims and b) the Automotive Dealers and Agents total approved claims. In no event, however, will the Class receive less than fifty (50%) of the recovered funds.

C. As part of the settlements with SC&E, APA and Triad, and in order to expedite the release of funds from NWIG and to eliminate costly administration expenses, each Class Member that purchased a VSC sold by SC&E, APA or Triad has granted to the Designated Class Representative, Reuben J. Rocker, through Class Counsel, an irrevocable proxy ("Special Proxy") to act on behalf of and for each such Class Member in matters relating to the NWIG Liquidation Proceedings in the Cayman Islands or any subsequent Bankruptcy Filing of SC&E, APA or Triad. Pursuant to the Settlements and the Asset Distribution Agreement, the Designated Class Representative, on behalf of the Class Members, will file a single joint claim with SC&E and APA in the NWIG Liquidation Proceedings and a single joint claim

with Triad in the NWIG Liquidation Proceedings. Any funds recovered from the NWIG estate in connection with the jointly filed claims will be deposited into a joint account bearing the name of SC&E/APA and the Class or Triad and the Class, respectively, and thereafter a pro-rata share of those funds (not less than 50%) forwarded to the Claims Administrator for distribution to the Class as approved by the Court. As a result of granting the Designated Class Representative this proxy and special authority, no Class Member will have the right to bring any individual claim against NWIG in the NWIG Liquidation Proceedings in the Cayman Islands. Rather, the Class Members will have a right to a distribution of certain proceeds as set forth in the Settlements with the Issuers.

III. TERMS OF THE PROPOSED SETTLEMENT WITH THE AUTOMOTIVE DEALERS AND AGENTS

A. In return for a release of all released claims, a proxy, assignment, conflicts waiver, and acceptance of a pro rata payment as set forth herein (not to exceed 50% of the net proceeds after payment of all costs and attorneys' fees as approved by the Court), the Automotive Dealers and Agents who complete, sign and return in a timely manner the attached Claim Form that is approved shall be entitled to participate in the settlement as set forth herein.

B. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Automotive Dealers and Agents who accept the terms of this Release, Proxy, Assignment, Conflicts Waivers and a pro rata share of the net settlement funds recovered in the Action shall be entitled to participate in the recovery. The terms of this Notice along with this Claim Form are incorporated into the Claim Form as part of the Claim Form by reference therein and form an integral part of this Claim Form. The Automotive Dealer or Agent by signing this Claim Form accepts all the terms of this Notice as if set forth in full in the Claim Form. The claims to be released by the Automotive Dealers and Agents against the Issuers, as defined in Section I(B), and Class Members means any and all claims, actions, demands, causes of action, suits, liens, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, present or future, concealed or hidden, liquidated or unliquidated, fixed or contingent, anticipated or unanticipated, whether based on federal or state statute or regulation, tort, contract, law, equity or otherwise, that have been, could have been or might in the future be asserted by the Automotive Dealers or Agents signing the Claim Form or any of their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, agents and attorneys arising out of or related in any way to the payment for any Class Member's repair that was not reimbursed as required by the Class Member's Vehicle Service Contract issued by an Issuer and incurred by NWIG. Excluded from the Released Claims of the Automotive Dealers and Agents described above are: (a) claims against any person or entity other than the Issuers, as defined in Section I(B), or the Class Members; (b) claims against any third parties; and (c) claims for coverage made under any policy of insurance. In addition, nothing shall be deemed a release of rights and obligations as set forth herein.

C. As part of the settlements with SC&E, APA and Triad, and in order to expedite the eventual release of funds from NWIG and to eliminate costly administration expenses and further delay, each Automotive Dealer and Agent that returns a Claim Form grants to the Designated Class Representative, Reuben J. Rocker, through Class Counsel, an irrevocable proxy and special power of attorney coupled with an interest for the duration of the NWIG Liquidation Proceedings ("Special Proxy") to act on behalf of and for each such Automotive Dealer or Agent in matters relating to the NWIG Liquidation Proceedings in the Cayman Islands or any subsequent Bankruptcy Filing of SC&E, APA or Triad. This Special Proxy will grant the Designated Class Representative the power and authority to act on behalf of such Automotive Dealer or Agent in the following ways: i) to accept service of all notices (of whatever nature) from NWIG, the Joint Official Liquidators of NWIG in connection with the NWIG estate; ii) to submit claims against the NWIG estate, to appeal against the adjudication of such claims and to settle or compromise such claims; iii) to vote in relation to any scheme of arrangement or any other matter relating to NWIG or the administration of the NWIG estate; iv) to receive any distribution payable by the NWIG estate on behalf of such Automotive Dealer or Agent in connection with the jointly filed claims; v) to provide NWIG and the Joint Official Liquidators with a complete and unconditional release of all claims of such Automotive Dealer or Agent; vi) to take any other necessary action in the NWIG Liquidation Proceedings on behalf of those Automotive Dealers and Agents that sold or marketed VSCs issued by SC&E, APA or Triad to effectuate the release of funds on behalf of the Automotive Dealers and Agents; and vii) to act for an on behalf of each Automotive Dealers and Agents in connection with any bankruptcy filing by SC&E, APA or Triad. Pursuant to this settlement and the Asset Distribution Agreement, the Designated Class Representative, on behalf of the Automotive Dealers and Agents, will file a single joint claim with SC&E, APA, Triad and the Class in the NWIG Liquidation Proceedings. Any funds recovered from the NWIG estate in connection with the jointly filed claims will be forwarded to the Claims Administrator for distribution to the Class and the Automotive Dealers and Agents who sign and return the Claim Form as approved by the Court. As a result of granting the Designated Class Representative this proxy and special authority, no Automotive Dealer or Agent will have the right to bring any individual claim against NWIG in the NWIG Liquidation Proceedings in the Cayman Islands. Rather, the Automotive Dealer or Agent will have a right to a distribution of proceeds as set forth in the Claim Form, but in no event will the distribution to the Automotive Dealers and Agents as a group who submit approved and accepted Claim Forms exceed 50% of the net proceeds recovered after payment of all costs and attorneys' fees as approved by the Court.

D. By execution of a Claim Form accepted and approved by the Issuer, the Automotive Dealers and Agents grant an irrevocable present assignment in favor of the Class to prosecute in the name of the Automotive Dealers and Agents or in the name of Designated Class Representative, the professional and nonprofessional claims and all third party claims in or related to the facts giving rise to the Action through representation provided by Class Counsel where such claims are not assignable by law, the Automotive Dealers and Agents shall retain Class Counsel to prosecute such claims, with assignment of the proceeds of recovery to the settlement fund referenced herein. The Automotive Dealers and Agents who submit approved and accepted Claim Forms also agree to provide the Class with an irrevocable present assignment of a pro rata share (not to be less than 50%) of the funds recovered from NWIG in connection with the joint claims filed by SC&E, APA, Triad and the Class in the NWIG Liquidation Proceedings and any proceeds that may be recovered in litigation against professionals and nonprofessional third parties. The settlement anticipates that Class Counsel will prosecute such claims from which the Automotive Dealers and Agents who sign and return the Claim Form will derive their pro rata share of the recovery (not to be more than 50% of the recovery) from the NWIG liquidators and from the professional and nonprofessional claims against third parties. The Court has neither decided whether there are any claims to assign to prosecute against the professionals, nonprofessional or third parties, nor whether the Court will authorize Class Counsel to pursue such claims.

E. In order to allow the Class Representative and Class Counsel to receive reimbursement for costs and fees for services rendered to the Class from the funds to be received by these Automotive Dealers and Agents, these Automotive Dealers and Agents agree by execution of the Claim Form to (i) allow the Court to approve the cost and attorneys' fees payable to Class Counsel for creating a fund for the Class from which the Automotive Dealers and Agents can be paid, (ii) agree that Class Counsel although being entitled to costs and fees from a portion of the fund to be received by the Automotive Dealers and Agents is not representing the Automotive Dealers and Agents and solely represents the Class and (iii) the Automotive Dealer or Agent further expressly waives any conflict of interest in regard thereto.

Each person executing the Claim Form on behalf of an Automotive Dealer or Agent represents and warrants that he or she (1) is of legal age and legally competent to execute this Claim Form; and (2) has been fully informed as to the terms hereof, has been advised to obtain separate counsel to review the terms hereof, and by execution of the Claim Form acknowledges that he or she either has retained separate counsel or has knowingly and intelligently waived the right to separate counsel and has full authority to execute this Claim Form on behalf of the Automotive Dealer or Agent.

Each of the undersigned further represents and warrants that he or she has read this entire Notice, understands the contents hereof and in addition, has received independent legal advise from counsel to the extent he or she considers warranted as to the advisability of executing the Claim Form with respect to all matters contained herein. They further represent and warrant that they have been advised that by having the Designated Class Representative and Class Counsel pursue the collection of their claim, there are both potential and actual conflicts of interest and that by executing this agreement they voluntarily and knowingly waive any conflict that may be actual or potential, known or unknown and by such waiver accept the representation of the Class Counsel of the Class only as fair, reasonable and free from any conflict and agree that although they agree to share in the attorneys' fees and costs payable to Class Counsel that Class Counsel does not represent any Automotive Dealer, other than as necessary pursuant to this agreement to effectuate collection of recoveries pursuant to this agreement where assignment of claims against third parties is prohibited by operation of law. In all such instances, the Class and Class Counsel, subject to court approval, shall be authorized to determine adequacy of any settlement.

Each of the undersigned further acknowledges that the party for whom the undersigned is executing the Claim Form has made such investigation of the facts pertaining to the Claim Form and all matters pertaining hereto as he or she deems necessary and enters into the Claim Form with full knowledge of those facts. To the extent that any portion of this Notice may be held to be invalid or legally unenforceable by any court of competent jurisdiction, the parties agree that the remaining portions of the relevant paragraph and this Notice shall not be affected and shall be given full force and effect.

IF YOU ARE AN AUTOMOTIVE DEALER OR AGENT THAT HAS PAID FOR OR MADE AN UNREIMBURSED REPAIR CLAIM ON BEHALF OF A CLASS MEMBER PURSUANT TO A VSC MARKED BY SC&E, APA OR TRIAD, WHICH IS INSURED BY NWIG YOU MUST COMPLETE AND RETURN THE CLAIM FORM TO THE CLAIMS ADMINISTRATOR BEFORE THE CLAIMS CUTOFF DATE OF JULY 17, 2006 IF YOU DESIRE TO PARTICIPATE IN THE PROCEDURE SET FORTH IN THIS NOTICE TO SHARE IN ANY RECOVERY. IF YOU CHOOSE NOT TO PARTICIPATE IN THE CLAIMS PROCEDURE SET FORTH IN THIS NOTICE, YOU MAY BE ENTITLED TO FILE A CLAIM DIRECTLY WITH NWIG WHICH WILL BE ADJUDICATED BY THE JOINT OFFICIAL LIQUIDATORS OF NWIG.

IV. SETTLEMENT FUNDS: DUE TO THE LIMITED FUNDS AVAILABLE, CLAIMS WILL BE PAID ON A PRO RATA BASIS TO THE EXTENT FUNDS ARE AVAILABLE. THERE IS NO GUARANTEE THAT YOUR CLAIM WILL BE PAID IN FULL AT THIS TIME.

The Settlement Fund is as follows:

SC&E, APA and Triad: In lieu of bankruptcy, SC&E, APA and Triad have agreed to settle by tendering the Settlement Fund summarized herein to the Claims Administrator for payment to the Class and the Automotive Dealers and Agents who tender claims. The Class Representatives after analyzing the liabilities of SC&E, APA and Triad and the lack of assets accepted this Settlement Fund as fair, reasonable and adequate. Bankruptcy was analyzed as being the least attractive alternative even though in either event the applicable Class Members and Automotive Dealers and Agents in all likelihood will not be made whole. The Settlement Fund as to SC&E, APA and Triad shall consist of (i) \$75,000; and (ii) the Class and Automotive Dealers and Agents' pro-rata share, as defined herein, of any funds or proceeds SC&E, APA, Triad, the Class and the Automotive Dealers and Agents receives or is entitled to receive from: (a) the NWIG Liquidation Proceedings (bankruptcy proceeding) in the Grand Cayman Islands; (b) the assignment for prosecution of these Issuers' and Automotive Dealers and Agents assignable claims against any and all third parties (the Court has neither decided whether there are any such claims to assign, nor whether the Court will authorize Class Counsel to pursue such claims); and (c) a present irrevocable assignment of the proceeds to be recovered from any claims prosecuted against professionals, and nonprofessionals (the Court has neither decided whether there are any such claims to assign, nor whether the Court will authorize Class Counsel to pursue such claims). All such assignments shall be secured by a security interest in such proceeds and evidenced by a UCC-1 filing related thereto. The Automotive Dealers and Agents' pro-rata share shall be determined by apportioning the total of the funds or proceeds received in subsections (a), (b) and (c) of this paragraph on a pro-rata percentage basis after payment of all attorneys' fees and costs as approved by the Court between (i) the Class' total approved claims and (ii) the Automotive Dealers and Agents total approved unreimbursed repair claims for repairs made by automotive dealers for SC&E, APA, and Triad's VSC holders; provided, however, that in no event shall the Class' pro-rata share be less than fifty percent (50%). No Automotive Dealer or Agents's repair claim will be approved for payment without first confirming that the Automotive Dealer or Agent has exhausted the funds held in any reserve account (if such exists) that was set up for that Automotive Dealer or Agent. Any portion of the recovered funds in subsections (a), (b) and (c) above not allocated to Automotive Dealers and Agents to cover approved repair claims (not to exceed 50% of the net funds recovered) shall be payable to the Class and constitute part of the Class' share of the Settlement Fund. None of these funds will be retained by SC&E, APA or Triad. In the event of bankruptcy by any or all of these Issuers, these Issuers and the Class have agreed as part of their separate Settlements that they will agree to a similar treatment in any confirmed Chapter 11 plan for the settlement funds, proceeds of recovery on the professional and nonprofessional claims and the rights and obligations acquired by the Class pursuant to the terms of this settlement, together with retention of Class Counsel to prosecute such claims, and to work together to have the same approved.

V. CLAIM PROCEDURE: IN ORDER TO BE REIMBURSED FOR AN UNREIMBURSED REPAIR CLAIM YOU PAID FOR PURSUANT TO THE PROCEDURE SET FORTH IN THIS NOTICE, YOU MUST COMPLETE AND RETURN THE ATTACHED CLAIM FORM PRIOR TO THE CUTOFF DATE.

A. In order to receive reimbursement for an unreimbursed repair you paid for on behalf of a Class Member pursuant to the procedure set forth in this Notice, you must complete and return the attached Claim Form. Reimbursements will be made only to the extent that funds are available. All claims will be paid from the net settlement funds which are the funds remaining after payment of all costs and attorneys' fees as approved by the Court. You shall have the right to object to any request for payment of any fees or costs. Payments will be made by check issued by the Claims Administrator. In no event will payment to the Automotive Dealers and Agents as a group exceed 50% of the net funds recovered. Payments will not be subject to any interest calculation. The checks will remain valid and negotiable for one hundred eighty (180) days from issuance and may thereafter automatically be canceled if not cashed within that time. The Claims Administrator shall have no obligation to issue additional checks or make any payment for checks that are not cashed within this time period. Automotive Dealers and Agents who sign approved Claim Forms will be paid in the approved amounts as and when funds become available for payment.

B. In order to receive a cash payment for reimbursement for an unreimbursed repair claim paid for by an Automotive Dealer or Agent, the Automotive Dealer or Agent must complete, sign and return in a proper and timely fashion the Claim Form (attached hereto) via first class U.S. mail or equivalent, postage paid, postmarked on or before July 17, 2006. Each Claim Form must be signed and completed pursuant to the instructions set forth therein. Any Claim Form that is not submitted by first class mail or equivalent, or is postmarked after the applicable date, or is not fully completed, or is not addressed to the address in the Claim Form, or is not signed by the Automotive Dealers, will not constitute a valid claim and may be rejected unless otherwise ordered by the Court. The Claims Administrator has set up a web site at www.gilardi.com/rocker/ posting the Notice and Claim Form. In the event you incur a claim after the claim cutoff date, you should submit your claim for late payment. Payment of these late claims will be paid to the

extent funds remain available. **PLEASE BE CERTAIN TO CORRECTLY STATE THE CLASS MEMBER WHOSE CLAIM YOU PAID AND THE VSC ISSUER AND CONTRACT NUMBER. BY EXECUTION OF THE CLAIM FORM, THE AUTOMOTIVE DEALER ACCEPTS THE TERMS OF THIS NOTICE AS IF SET FORTH AND INCORPORATED INTO THE CLAIM FORM.**

VI. DISTRIBUTION HEARINGS

A Prior to any distribution or payment of any attorneys' fees or costs, a hearing (the "Hearing") will be held before the Honorable Valerie Adair in the District Court of the State of Nevada for the County of Clark, located at 8th Judicial District Court, Dept. XXI, Clark County Court House, 200 South Third Street, Las Vegas, NV 89101, to determine whether the proposed payment is fair, reasonable and adequate and should be finally approved by the Court and whether the amount of the award of attorneys' fees and costs is appropriate. The Court may adjourn or continue the Hearing without further notice to the Class or the Automotive Dealers and Agents. Any Class Member or Automotive Dealers or Agent may appear at the Hearing and show cause, if they have any, why the proposed distribution should or should not be approved as fair, reasonable and adequate, and why the requested award of attorneys' fees and costs should not be made. To receive notice of the date and time of any distribution hearing, you need to be added to the mailing list by writing Blumenthal & Markham, Attn.: Norman B. Blumenthal, 2255 Calle Clara, La Jolla, CA 92037 and requesting being placed on the Notice list.

VII. APPLICATION OF CLASS COUNSEL FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

Class Counsel may submit one or more applications for payment to them of an award of attorneys' fees and costs, to be determined by the Court. Solely as to those funds now on deposit with the JOLs of NWIG, Class Counsel will not seek nor shall they receive as attorneys' fees of more than fifteen percent (15%) of the portion of those funds now on deposit that are transferred to the Claims Administrator for distribution to the Class and the Automotive Dealers. The submission of the Claim Form is without prejudice to all challenges to any fee award. No fee award will be approved until funds are first on deposit with the Claims Administrator for distribution, and notice of the request for fees has been sent to all defendants, objectors and others requesting notice of any distribution hearing. Any attorneys' fees and costs awarded by the Court shall be paid to Class Counsel within five (5) days after the award is final and no longer subject to appeal. Reasonable costs (expenses of the litigation, notice and claims administration) shall include but are not limited to expert witness fees, filing and citation fees, court costs, subpoena costs, service fees, depositions, court reporter and videographer charges, witness fees, photo copies and printing, document imaging, exhibit preparation and equipment and operators, travel expenses, reasonable expenses for out-of-town lodging and meals, outside electronic litigation support services, litigation consultants, conference room rentals, mediator fees, postage, long distance charges, notice, claims administration fees and costs related to the claims fund, legal research charges and other similar expenses that are customarily charged. Any fees and costs awarded shall be paid from the Settlement Fund prior to any other distribution under the settlement. Attorneys' fees and costs awarded shall not be subject to any interest calculation. Class Counsel shall allocate the fees and costs award. The submission of a Claim Form is without prejudice to any challenge in the future as to any fee or cost award. No fee award will be approved until funds are first on deposit with the Claims Administrator for distribution.

VIII. CLASS REPRESENTATIVE SERVICE AS DESIGNEE IN THE EVENT OF SETTLING DEFENDANTS BANKRUPTCY

In the event of filing for bankruptcy by Settling Defendants' SC&E, APA, Triad or all, the Class Representative shall be authorized to accept service for all VSC holders who purchased their vehicle service contracts by or through SC&E, Triad, and/or APA prior to June 6, 2003, pursuant to which there is unreimbursed claim incurred during the term of the VSC or for which there remained an unexpired term on June 6, 2003 and on behalf of the Automotive Dealers and Agents who submit an approved Claim Form. The Class designee shall be entitled to special notices of all proceedings, in accordance with the service requirements set forth in the U.S. Bankruptcy code. Settling Defendants' and Class Counsel agree that service upon the Class Representative of bankruptcy pleadings and documents rather than service individually upon potentially hundreds of thousands of SC&E/APA, Triad VSC holders would likely save hundreds of thousands of dollars in costs that might potentially be available for reimbursement of VSC holders. In the event that this stipulation is approved and the Class certified the Class designee shall be conclusively determined to be the legal representative of the Class in ALL SUCH BANKRUPTCY proceedings for purposes of standing to assert claims, motions, objections, voting on or participation in any plan or any other participation in such proceedings. INCLUDING FOR PURPOSES OF ACCEPTING NOTICE UNDER BANKRUPTCY RULE 2002 AND FOR THE FILING OF A PROOF OF CLAIM UNDER BANKRUPTCY RULES 3001, 3002 and 3003.

IX. EXAMINATION OF PAPERS AND INQUIRIES AND INCORPORATION OF THE STIPULATION AND SETTLEMENT AGREEMENT INTO THIS NOTICE

THE STIPULATION AND SETTLEMENT AGREEMENTS BY AND BETWEEN THE CLASS AND EACH OF THE ISSUERS AND ALL TERMS AS DEFINED THEREIN ARE AVAILABLE ON CLASS COUNSEL'S WEB SITE AT www.bamlawca.com. To review these documents in their entirety or for more detailed information you may inspect the Court files at the Office of the Clerk of the District Court for the County of Clark, State of Nevada located at 8th Judicial District Court, Dept. XXI, Clark County Court House, 200 South Third Street, Las Vegas, NV 89101 during the business hours of each business day or you can view these documents on Class Counsel's web site at www.bamlawca.com. All inquiries should be directed to Norman B. Blumenthal, Esq., Blumenthal & Markham at 2255 Calle Clara, La Jolla, CA 92037 or at bam@bamlawlj.com.

**PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK
OF THE COURT REGARDING THIS ACTION**