

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

TEACHERS' RETIREMENT SYSTEM OF  
LOUISIANA, individually and on behalf of  
itself and all others similarly situated,

Plaintiff,

- v. -

A.C.L.N., LIMITED, JOSEPH J.H. BISSCHOPS,  
ALDO LABIAD A/K/A ABDERRAZAK LABIADH,  
ALEX DE RIDDER, CHRISTIAN L. PAYNE,  
MICHAEL S. DOHERTY, EARL GOULD,  
CHARLES L. BROCK, MARINA SAVVA,  
YIANNAKIS ECONOMIDES, BDO INTERNATIONAL,  
BDO INTERNATIONAL ACCOUNTANTS &  
CONSULTANTS (CYPRUS), BDO SEIDMAN, LLP,  
and BDO INTERNATIONAL B.V.,

Defendants.

Master File No.01-CV-11814(LAP)

**NOTICE OF PROPOSED FINAL SETTLEMENT OF ACTION,  
ATTORNEYS' FEE PETITION AND RIGHT TO SHARE IN SETTLEMENT FUND**

TO: ALL PERSONS OR ENTITIES WHO PURCHASED A.C.L.N., LIMITED ("ACLN") COMMON STOCK ON THE NEW YORK STOCK EXCHANGE OR OTHER U.S. EXCHANGES DURING THE PERIOD JUNE 29, 2000 THROUGH AND INCLUDING MARCH 18, 2002 (THE "CLASS PERIOD") AND WHO WERE DAMAGED THEREBY.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IT RELATES TO A PROPOSED SETTLEMENT IN THIS CLASS ACTION AND, IF YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS.**

**PLEASE NOTE:** You may have received an earlier Notice of Pendency of Class Action and Partial Settlement for \$5.5 million with ACLN and certain individuals, dated February 18, 2004 and a Notice of Proposed Partial Settlement of Action for \$6.75 million with defendants BDO International B.V. ("BDO BV") and BDO International Accountants & Consultants (CYPRUS) ("BDO Cyprus") dated August 23, 2004. This notice concerns another settlement for an additional \$3.25 million. This proposed settlement is with the last remaining defendant in the action, BDO Seidman, LLP.

**I. SUMMARY OF SETTLEMENT**

1. **Statement of Plaintiff Recovery:** Lead Plaintiff, individually and as representative of the Class in this certified Class Action, has entered into a proposed settlement (the "Settlement") of this action (the "Action") with the last remaining defendant herein, specifically, defendant BDO Seidman, LLP ("Seidman" or the "Settling Defendant"), that will resolve all claims of Plaintiffs and the Class against the Settling Defendant. If this proposed Settlement is approved by the Court, the Action will be completely resolved. The proposed Settlement with the Settling Defendant will create a settlement fund consisting of \$3.25 million in cash (the "Settlement Amount"). The average recovery per damaged share from this Settlement will depend on a number of variables, including when and for what price Class Members purchased and/or sold their shares of ACLN common stock and the number of shares of ACLN common stock for which acceptable Proofs of Claim are filed. Lead Plaintiff's damages expert estimates that approximately 27.3 million shares of ACLN common stock were traded during the Class Period which may have been damaged as a result of the conduct complained of. Assuming that all affected shares elect to participate in the Settlement, the average recovery from this Settlement per damaged share of ACLN common stock, before deduction of any Court-awarded attorneys' fees and expenses, is estimated by Lead Plaintiff's damages expert at approximately \$0.12 per share. Depending on the number of claims submitted, when during the Class Period a Class Member purchased his/her or its shares of ACLN common stock, and whether those shares were held at the end of the Class Period or sold during the Class Period, and if sold, when and for how much they were sold, an individual Class Member will receive more or less than these average amounts, as will be more fully described in the proposed Plan of Allocation set forth in Section VI below.

2. **Statement of Potential Outcome of Case:** Lead Plaintiff and Settling Defendant do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail on each claim alleged. If Plaintiffs were to establish that Settling Defendant knowingly committed the alleged violations of the securities laws, Lead Plaintiff's damages expert believes that the damages would be approximately \$332.5 million. Settling Defendant denies all liability and disputes the maximum amount of damages recoverable if Lead Plaintiff prevailed on each of its claims.

3. **Statement of Attorneys' Fees and Costs Sought:** Plaintiffs' Counsel have conducted this litigation on a contingency basis and have advanced funds to cover the costs of litigating this Action. In this type of litigation, it is customary for counsel to be awarded a percentage of the common fund recovered, frequently one-third as their attorneys' fees, and for their expenses to be reimbursed from the fund. Lead Counsel intends to apply, on behalf of all Plaintiffs' counsel, for an award of attorneys' fees in an amount of 20% of the \$3.25 million Settlement Amount less expenses plus accrued interest thereon, or approximately \$0.02 per damaged share. This percentage of the recovery is the same percentage approved by the Court in connection with the two earlier settlements achieved in this Action. Lead Counsel also intends to apply, on behalf of all Plaintiffs' counsel, for payment of unreimbursed expenses incurred in connection with the prosecution of this Action in an amount not to exceed \$75,000.00, or approximately \$0.003 per damaged share.

4. **Reasons for Settlement:** Lead Plaintiff believes that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class considering the amount of the Settlement and the immediacy of recovery to the Class. Lead Plaintiff took into consideration the incremental expense and time of continued proceedings that would be necessary to prosecute the Action against the Settling Defendant through trial and appeals. Lead Plaintiff also considered the uncertain outcome and the risk of any further litigation against this defendant, especially in complex actions such as the Action, as more fully discussed in paragraph 15 below, as well as the difficulties and delays inherent in any such litigation which would be exacerbated in this Action because earlier settling defendants are foreign companies and many of the witnesses and documents are located abroad – outside the subpoena power of the Court. Additionally, this Settlement was achieved only after all discovery had been completed and the parties were beginning to prepare for trial. Thus, Lead Plaintiff fully appreciated the strengths and weaknesses of its case.

5. **Identification of Attorney Representative:** Any questions regarding the Settlement should be directed to Plaintiffs' Lead Counsel: Daniel L. Berger, Esq. and Rochelle Feder Hansen, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, New York 10019, Telephone (212) 554-1400, [www.blbglaw.com](http://www.blbglaw.com).

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## **II. NOTICE OF SETTLEMENT FAIRNESS HEARING**

6. This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and the Order Preliminarily Approving Partial Settlement of Action, of the United States District Court for the Southern District of New York (the "Court") dated November 10, 2005 (the "Preliminary Approval Order"). The purpose of this Notice is to inform you of the proposed final Settlement that has been reached in the Action and that a hearing (the "Settlement Fairness Hearing") will be held on February 14, 2006 at 9:00 a.m. in Courtroom 12A before the Honorable Loretta A. Preska, at the United States Courthouse, 500 Pearl Street, New York, New York 10007, for the purpose of determining: (a) whether the proposed Settlement of the claims in the Action against Settling Defendant pursuant to a Stipulation and Agreement of Settlement dated as of October 31, 2005 (the "Seidman Stipulation of Settlement" or "Stipulation") for \$3.25 million in cash should be approved by the Court as fair, reasonable and adequate; (b) whether the claims asserted against the Settling Defendant should be dismissed with prejudice as set forth in the Stipulation; (c) whether the proposed Plan of Allocation of the net proceeds of the settlements in this action set forth below should be approved as fair and reasonable, and (d) whether the application by Lead Counsel for an award of attorneys' fees and reimbursement of costs and expenses incurred should be approved.

7. The Class consists of all Persons who purchased ACLN common stock on the NYSE or other U.S. Exchanges during the period beginning on June 29, 2000 through March 18, 2002, inclusive and who were damaged thereby excluding (i) ACLN, its officers and directors, employees, affiliates, legal representatives, heirs, predecessors, successors and assigns, and any entity in which ACLN has a controlling interest or of which ACLN is a parent or subsidiary (ii) BDO International, BDO BV, BDO Cyprus and BDO Seidman (collectively the "BDO Entities"), and their officers and directors, employees, affiliates, legal representatives, heirs, predecessors, successors and assigns, and any entity in which any of the BDO Entities has a controlling interest or of which any of the BDO Entities is a parent or subsidiary, and (iii) the individual defendants, their employees, affiliates, legal representatives, heirs, predecessors, successors and assigns, and any entity in which they have a controlling interest. Also excluded from the Class are Class Members who excluded themselves by filing valid and timely requests for exclusion as set forth in the Judgment entered by the Court on May 14, 2004 approving the settlement with the ACLN Settling Defendants (as defined in paragraph 8 below).

THE COURT HAS NOT DETERMINED THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENSES THERETO. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RECOVERY COULD BE HAD IN ANY AMOUNT AGAINST THE SETTLING DEFENDANT IF THE ACTION WERE NOT SETTLED AS TO IT.

### **III. DESCRIPTION OF THE ACTION**

8. The history of this litigation is described in the Notice of Pendency of Class Action, Hearing on Proposed Partial Settlement and Attorneys' Fee Petition and Right to Share in Settlement Fund dated February 18, 2004 (the "February Notice"), that was disseminated in connection with the earlier partial settlement in this Action for \$5.5 million cash and other non-monetary consideration with defendants ACLN, Aldo Labiad a/k/a Abderrazak Labiadh, Christian L. Payne, Michael S. Doherty, Earl Gould and Charles Brock (collectively the "ACLN Settling Defendants"); and in the Notice of Proposed Partial Settlement of Action and Attorneys' Fee Petition dated August 23, 2004 (the "August Notice") disseminated in connection with the second earlier partial settlement in this Action for \$6.75 million cash with defendants BDO BV and BDO Cyprus. Additional copies of the February Notice and the August Notice can be downloaded from [www.blbgilaw.com](http://www.blbgilaw.com).

9. On May 14, 2004, the Court entered a Judgment approving the settlement with the ACLN Settling Defendants; and, on October 21, 2004, the Court entered a Judgment approving the settlement with defendants BDO BV and BDO Cyprus.

10. The settlements with the ACLN Settling Defendants and defendants BDO BV and BDO Cyprus are collectively referred to herein as the "Earlier Settlements."

11. Lead Plaintiff reached an agreement with Settling Defendant, Seidman, the last remaining defendant against whom the Action was being prosecuted, to settle the claims against it. The terms and conditions of this Settlement are set forth in the Seidman Stipulation of Settlement.

12. Settling Defendant, Seidman, denies all wrongdoing as alleged by Lead Plaintiff, and the Settlement may not be construed or deemed to be evidence of, or an admission or a concession on the part of Settling Defendant of any fault or liability whatsoever on its part or infirmity in any defenses it has asserted or intended to assert. Settling Defendant, while affirmatively denying wrongdoing, considers it desirable and in its best interests that this Action be dismissed under the terms of the proposed Settlement in order to avoid further expense, uncertainty and distraction of protracted litigation.

13. Prior to entering into the Stipulation, Lead Counsel conducted an investigation relating to the claims and the underlying events alleged in the Complaint. Lead Counsel analyzed the claims and researched the applicable law with respect to the claims asserted and Settling Defendant's potential defenses thereto. Lead Counsel conducted interviews with witnesses and reviewed and analyzed tens of thousands of pages of documents produced by the ACLN Defendants, the BDO Entities and third parties in response to discovery requests, and deposed sixteen (16) fact witnesses. Lead Counsel also consulted with damages and accounting experts. At the time the agreement in principle to settle was reached, fact and expert discovery was over. Settling Defendant had filed a motion for summary judgment which was fully briefed by Lead Plaintiff and Settling Defendant. Briefing a summary judgment motion entails the marshalling by each party of all admissible evidence developed during the course of discovery. Thus, at the time the agreement to settle with Seidman was reached, Lead Counsel fully understood the strengths and weaknesses of this case and the risks attendant to its continued prosecution against the Settling Defendant.

14. While Lead Counsel believes that the claims asserted against the Settling Defendant have merit, it also appreciated the very significant litigation risks Plaintiffs faced given the controlling law in this jurisdiction and the difficulties that would be faced in the presentation of the case by virtue of the fact that many key witnesses were beyond the subpoena power of the Court.

### **IV. BACKGROUND TO THE SETTLEMENT**

15. Lead Plaintiff recognized that prosecution of the Action against the Settling Defendant would be very difficult. The claim against Seidman for violation of Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder requires that Plaintiffs prove that Seidman made a materially false statement with scienter. Scienter, defendant's state of mind, is inherently difficult to prove. In this case, the difficulties were compounded by the evidence that Seidman would introduce in support of its argument that it did not believe that it was part of the audit team or that it was issuing any statement, thus, it could not have intended to defraud anyone. Additionally, unlike most cases where there is no challenge as to whether defendant made the statement at issue, only whether the statement was false and was made with scienter, here that very basic element has been vigorously contested by Seidman throughout the course of the litigation. Seidman's position is predicated on a decision of the Court of Appeals for the Second Circuit, the decisions of which are controlling precedent with respect to this Action. While Lead Plaintiff does not believe that the facts and circumstances of this case fall under the rubric of the authority upon which Seidman relies, it recognizes that even if Plaintiffs prevailed at trial, Seidman would most assuredly appeal any judgment obtained and there was a very real risk that it could prevail on appeal. Another risk facing the Class was Seidman's challenge to the Order certifying this Action as a class action against it. Seidman filed a petition for permission to appeal that determination and, if it ultimately prevailed, any possible recovery in this Action would inure only to the benefit of the named plaintiffs in the actions that were consolidated into this Action. In addition to these very significant risks, in light of the fact that many relevant records as well as persons whom Lead Plaintiff would like to be able to call as witnesses at trial are located abroad, outside the subpoena power of the Court, the difficulties of establishing the claim against Seidman would be further compounded.

## **V. TERMS OF THE PROPOSED SETTLEMENT**

16. As more fully described in the Stipulation, in full and complete settlement of the Action against Settling Defendant, \$3.25 million in cash was deposited into an interest bearing escrow account for the benefit of the Class. The \$3.25 million constitutes the Settlement Amount and, together with interest accrued thereon constitutes the "Gross Settlement Fund."

17. The consideration to the Settling Defendant for the payment of the Settlement Amount is the entry by the Court of a Judgment which will (i) dismiss the Action against Settling Defendant with prejudice, (ii) bar and permanently enjoin Lead Plaintiff and each Class Member from prosecuting the Settled Claims against the Released Defendant Parties, as defined below, and (iii) provide that any Class Member by operation of that judgment shall have fully, finally and forever released, relinquished and discharged any and all such Settled Claims against the Settling Defendant.

18. As used herein, "Settled Claims" means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action or liabilities of any kind or nature whatsoever in law or in equity, including both known and Unknown Claims (as defined in ¶19 below), suspected or unsuspected, held at any point from the beginning of time to the date of the execution of the Stipulation, arising out of, relating to, or in connection with both the allegations of the Complaint and the acquisition or disposition of ACLN common stock traded on the NYSE or other U.S. Exchanges during the Class Period, which have been or could have been asserted by any Plaintiff or member of the Class in the Action against any of the Released Defendant Parties, *i.e.*, Seidman, and its present and former assigns, affiliates, administrators, executors, successors, subsidiaries, attorneys, accountants, experts, insurers, parents, predecessors, or related companies, and any of its present or former officers and directors, shareholders, employees, agents, representatives, persons or entities affiliated with Seidman.

19. "Unknown Claims" means any and all Settled Claims which any Plaintiff in the Action or any Class Member does not know to exist in his, her or its favor at the time of the release of the Released Defendant Parties, and any Settled Defendant's Claims which Settling Defendant does not know to exist in his, her or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendant's Claims, the parties stipulated and agreed that upon the Effective Date, the Plaintiffs in the Action and the Settling Defendant shall expressly, and each Class Member 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, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

20. If the Settlement is approved by the Court, all Settled Claims will be dismissed on the merits and with prejudice as to all Class Members, and all Class Members shall be forever barred from prosecuting any action raising any Settled Claims against any Released Defendant Party.

21. The Gross Settlement Fund shall be reduced by such attorneys' fees and expenses as may be awarded by the Court, Taxes and tax-related expenses, and administration fees and expenses. The balance after such deductions (the "Seidman Net Settlement Fund"), shall be distributed to Class Members who submit valid, timely Proofs of Claim ("Authorized Claimants") in accordance with the proposed Plan of Allocation set forth below, or such other plan of allocation as may be approved by the Court.

22. Distribution of the Seidman Net Settlement Fund cannot occur unless and until all the conditions to the Settlement are met, including obtaining approval of this Settlement by the Court.

23. Approval of the settlements in this Action is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Earlier Settlements, which have already been approved by the Court and are Final, or the Seidman Settlement, if it is approved.

## **VI. PLAN OF ALLOCATION OF NET SETTLEMENT FUNDS**

### **General Provisions Regarding Allocation Of Net Settlement Funds**

24. The Gross Settlement Fund established with respect to the Earlier Settlements in this Action, which totaled \$12.25 million plus accrued interest, as reduced by the Court awarded fees and expenses (including the costs of providing notice to the Class and the costs of administering the settlement) and Taxes paid or owing on the interest earned by those funds, constitutes the Net Settlement Fund. The Net Settlement Fund shall be distributed to Class Members who submit valid timely Proofs of Claim ("Authorized Claimants") pursuant to the terms of the proposed Plan of Allocation set forth below, if it is approved by the Court, or such other plan of allocation as may be approved by the Court.

25. If the Court approves the proposed settlement with Seidman, the \$3.25 million Seidman has agreed to pay (the "Seidman Settlement Amount"), less any fees and expenses awarded by the Court with respect to the proposed Seidman Settlement (including the costs of providing notice to the Class), plus any accrued interest on the Seidman Settlement Amount, *i.e.*, the Seidman Net Settlement Fund, will be added to the Net Settlement Fund for distribution to Authorized Claimants. The Net Settlement Fund created by the Earlier Settlements as augmented by the Seidman Net Settlement Fund is referred to as the "Global Net Settlement Fund."

26. There can be no distribution of the Global Net Settlement Fund until a Plan of Allocation is finally approved and affirmed on appeal or certiorari, if an appeal is taken, or the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired and the claims administration process has been completed.

27. The Earlier Settling Defendants are not entitled to get back any of the settlement consideration paid on their behalf and, if the Court approves the proposed settlement with Seidman, once the Order approving that settlement becomes Final, Seidman will not be entitled to get back any of the settlement consideration paid on its behalf. Additionally, defendants have no liability, obligation or responsibility for the administration of the Settlements or the disbursement of the Global Net Settlement Fund.

28. Each Class Member wishing to participate in the distribution of the Global Net Settlement Fund must timely submit a valid Claim Form and all required documentation postmarked no later than March 31, 2006, to the address set forth in the Claim Form that accompanies this Notice. Unless otherwise ordered by the Court, any Class Member who fails to submit a Claim Form postmarked no later than March 31, 2006 shall be forever barred from receiving payments, pursuant to the Settlements set forth in the Stipulations of Settlement executed in connection with this Action.

29. Class Members, *i.e.*, persons covered by the definition of the Class who did not exclude themselves from the Class, are subject to the provisions of all of the Stipulations of Settlement executed in connection with this Action and approved by the Court, including the terms of the Judgments that have been or will be entered in this Action and the releases given regardless of whether or not such Class Member submits a Claim Form.

30. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member. The Court also reserves the right to modify the Plan of Allocation, or adopt a different plan of allocation, without further notice to Class Members. 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 Lead Counsel or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulations of Settlement executed in connection with the Earlier Settlements or the Seidman Stipulation of Settlement and the Settlements contained therein, the Court-approved plan of allocation, or further orders of the Court.

#### **Plan Of Allocation Of Global Net Settlement Fund**

31. **Calculation of Recognized Loss:** The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Global Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member 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 settlements. The Recognized Loss formula is the basis upon which the Global Net Settlement Fund will be proportionately allocated to Authorized Claimants.

32. Recognized Losses are based on the level of artificial inflation in the price of ACLN common stock, as determined by Lead Plaintiff's damages expert. Recognized Losses are based on the price declines associated with the corrective disclosures of previously allegedly misrepresented information set forth in the Complaint. For certain periods, the Recognized Loss is \$0. No loss amount is recognized when both the purchase and sale occur without intervening public disclosure of adverse information.

33. More specifically, Lead Plaintiff's damages expert calculated the reasonable percentage of artificial inflation in the daily closing market price for ACLN common stock for each day in the Class Period, that, in his opinion, was attributable to the alleged wrongdoing. Lead Plaintiff's expert analyzed the market price reaction to public disclosures that revealed or described the alleged misrepresentations or their effects. Further, Lead Plaintiff's expert measured the percentage price decline associated with each particular disclosure, adjusted that price reaction to eliminate the effects, if any, attributable to general market or industry conditions, and then used standard statistical techniques to ensure that the price reaction was statistically significant (*i.e.*, greater than the normal variation in the price). Lead Plaintiff's expert, thus, isolated the price effect that he reasonably believed was caused by the fraud. In addition, Lead Plaintiff's damages expert also analyzed the market price reaction to defendants' announcements throughout the Class Period to determine if any were associated with statistically significant stock price increases. Lead Plaintiff's expert, thus, isolated the price effect that he reasonably believed was caused by inflationary statements that increased the artificial inflation present in the price of the Company's stock.

34. Based on the isolated market reaction attributable to each inflationary statement and public disclosure of the alleged fraud, Lead Plaintiff's damages expert determined, in his expert opinion, the reasonable percentage of artificial inflation in the market price of ACLN common stock. The percentage of artificial inflation in the closing market price for each day was then applied to the closing market prices for each day during the Class Period to calculate the dollar artificial inflation on each day during the Class Period (the "Inflation Amount").

35. A Recognized Loss will be calculated for each share of ACLN common stock purchased on the New York Stock Exchange ("NYSE") or other U.S. Exchanges during the Class Period that is listed in the Claim Form, and for which adequate documentation is provided. The calculation of the Recognized Loss will depend upon several factors, including when the shares were purchased, and whether the shares were held until the conclusion of the Class Period, or whether they were sold during the Class Period and, if so, when they were sold.

36. **Recognized Loss Per Share Purchased During The Class Period:**

(a) **Shares Purchased During the Class Period and Held at the Close of the Class Period:** For each share of ACLN common stock purchased during the Class Period (June 29, 2000 through and including March 18, 2002), which an Authorized Claimant continued to hold as of the close of trading on March 18, 2002 (the end of the Class Period), the Recognized Loss shall be equal to the Inflation Amount on the date of purchase of the ACLN common stock, as shown on the table set forth below ("Inflation Table").

(b) **Shares Purchased and Sold During Class Period Without Intervening Disclosure of Adverse Information:** For each share of ACLN common stock:

- that was both purchased and sold between June 29, 2000 through and including December 19, 2001;
- that was both purchased and sold between December 20, 2001 through and including January 4, 2002;
- that was both purchased and sold between January 5, 2002 through and including March 7, 2002;
- that was both purchased and sold between March 8, 2002 through and including March 12, 2002; or
- that was both purchased and sold between March 13, 2002 through and including March 17, 2002,

the Recognized Loss shall be \$0.00. This determination was made because: (i) both the purchase on the one hand, and the sale, on the other hand, occurred during a period when there was no disclosure of information that had a statistically significant adverse affect on the price of the stock; and (ii) the percentage of artificial inflation in the closing market price, as determined by Lead Plaintiff's damages expert, remained constant or increased throughout those periods. Thus, any losses that Class Members may have suffered with respect to ACLN common stock that was both purchased and sold during those periods, were not related to the alleged misstatements or omissions and are not compensable through an action for violation of the securities laws.

(c) **Shares Purchased and Sold Within Class Period With Intervening Disclosure of Adverse Information:** For each share of ACLN common stock that was:

- purchased between June 29, 2000 and December 19, 2001 and sold at a loss between December 20, 2001 and March 18, 2002;
- purchased between December 20, 2001 and January 4, 2002 and sold at a loss between January 5, 2002 and March 18, 2002;
- purchased between January 5, 2002 and March 7, 2002 and sold at a loss between March 8, 2002 and March 18, 2002;
- purchased between March 8, 2002 and March 12, 2002 and sold at a loss between March 13, 2002 and March 18, 2002,

the Recognized Loss shall be equal to the difference between the Inflation Amount on the day of purchase and the Inflation Amount on the day of sale. If the difference is a negative number, the Recognized Loss shall be equal to \$0.00.

37. Each Claimant will be required to provide proof of his, her or its ownership position in ACLN common stock as of the opening of trading on June 29, 2000 and as of the close of trading on March 18, 2002, as well as documentation with respect to each transaction in ACLN common stock during the Class Period.

38. In calculating the Recognized Loss, a sale of ACLN common stock will be matched *first* against those shares in the opening position, and then matched chronologically against each purchase made during the Class Period. For Class Members who made multiple purchases, of ACLN common stock during the Class Period, the earliest subsequent sale shall be matched first against those ACLN shares in the Claimant's opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period.

39. Each Claimant's total Recognized Loss will be calculated by accumulating, for each respective transaction, the product of the Recognized Loss Amounts per share by the respective number of ACLN shares purchased by the Class Member during the Class Period, as set forth above.

40. **PLEASE NOTE:** To the extent a Claimant had a gain from his, her or its overall transactions in ACLN common stock during the Class Period, the value of the Recognized Loss will be zero. To the extent that a Claimant suffered an overall loss on his, her or its overall transactions in ACLN common stock during the Class Period, but that loss was less than the Recognized Loss calculated pursuant to the provisions above, then the Recognized Loss shall be limited to the amount of the actual loss.

41. For purposes of determining whether a Claimant had a gain from his, her or its overall transactions in ACLN common stock during the Class Period or suffered a loss, the Claims Administrator shall: (i) total the amount paid for all ACLN common stock purchased during the Class Period by the Claimant (the "Total Purchase Amount"); (ii) match any sales of ACLN common stock during the Class Period first against the Claimant's opening position in the stock (the proceeds of those sales will not be considered for purposes of calculating gains or losses); (iii) total the amount received for sales of the remaining shares of ACLN common stock sold during the Class Period (the "Sales Proceeds"); (iv) ascribe a holding value equal to the closing price of ACLN common stock on April 2, 2002, the day ACLN resumed trading following the close of the Class Period (*i.e.*, \$1.60), times the number of shares of ACLN common stock purchased during the Class Period and still held at the end of the Class Period ("Holding Value"). The difference between (i) the Total Purchase Amount and (ii) the sum of the Sales Proceeds and Holding Value, will be deemed a Claimant's gain or loss on his, her or its overall transactions in ACLN common stock during the Class Period.

42. Shares of ACLN common stock that were purchased prior to commencement of the Class Period, that were acquired by the Claimant during the Class Period by means of a gift, inheritance or operation of law, do not qualify as purchases on the dates of such acquisitions unless the transfer resulted in a taxable event or other change in the cost basis of the security. To the extent that there was no such taxable event or change in cost basis at the time of transfer, the Recognized Loss for that acquisition shall be zero. If, however, transferred stock was purchased during the Class Period by the donor, decedent or transferor, then, unless the donor's estate or the transferor submits a Proof of Claim with respect to the shares, the recipient's claim will be computed with respect to those shares by using the price of such stock on the date of purchase and not the date of transfer.

43. Each Authorized Claimant shall be allocated a *pro rata* share of the Global Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants, *i.e.*, the Authorized Claimant's Recognized Loss divided by the total of all the Recognized Losses to be paid from the Global Net Settlement Fund multiplied by the total amount of the Global Net Settlement Fund (the "Distribution Amount").

44. A payment to any Authorized Claimant of less than \$10 in total will not be included in the calculation and will not be distributed.

45. Distribution to Authorized Claimants from the Global Net Settlement Fund will be made after all claims have been processed. If any funds remain in the Global Net Settlement Fund by reason of un-cashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Global Net Settlement Fund cash their distribution checks, any cash balance remaining in the Global Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed after payment from this balance of any unpaid costs or fees incurred in administering the Global Net Settlement Fund for such re-distribution to Class Members who have cashed their checks and who would receive at least \$10.00 from such re-distribution. If after six months after such re-distribution any funds shall remain in the Global Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Lead Counsel.

46. Class Members who do not submit acceptable Proofs of Claim will not share in the settlement proceeds, but will be bound by the terms of each of the Settlements in the Action and Judgments of the Court.

47. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Proof of Claim.

48. Persons or entities who were excluded from the Class are not eligible to receive a distribution from the Global Net Settlement Fund and should not submit Proof of Claim forms.

## **VII. THE RIGHTS OF CLASS MEMBERS**

49. The Court has certified this Action to proceed as a class action. If you purchased ACLN common stock on the NYSE or other U.S. Exchanges during the Class Period, *i.e.*, the period beginning on June 29, 2000 through and including March 18, 2002, and were damaged thereby, and you are not excluded by the definition of the Class, and you did not elect to exclude yourself in connection with the settlement with the ACLN Settling Defendants, then you are a Class Member and you will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, and by any judgments or determinations of the Court affecting the Class.

50. If you are a Class Member, you may be eligible to share in the proceeds of the settlements, provided that you timely submit an acceptable Proof of Claim. As a Class Member you will be represented by Lead Plaintiff and its counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf and must serve copies of such appearance on the attorneys listed in paragraph 53 below.

51. Persons who excluded themselves from the Class are **NOT** eligible to receive any share of the Settlement proceeds of this Settlement or the Earlier Settlements and are not bound by the settlements or any judgments or determinations affecting the Class.

52. If you object to the Settlement or any of its terms, or to Lead Counsel's application for fees and expenses, and you did not exclude yourself from the Class, you may present your objections by following the instructions in paragraphs 53-54 below.

### **VIII. SETTLEMENT FAIRNESS HEARING**

53. As set forth in paragraph 6 above, the Court will hold a Settlement Fairness Hearing on February 14, 2006, to consider the proposed Settlement, the proposed Plan of Allocation, and the application for an award of attorneys' fees and reimbursement of expenses. Any Class Member who did not exclude himself, herself or itself, may appear at the Settlement Fairness Hearing and be heard on any of the matters to be considered at the hearing; provided, however, that no such person shall be heard, unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Settlement Fairness Hearing, by him, her or it (including proof of all purchases of ACLN common stock on the NYSE or other U.S. Exchanges during the Class Period) with the Court in the Clerk's Office at the address set forth in paragraph 59 below no later than January 31, 2006, and is served by hand or by overnight delivery upon Lead Counsel, at the following address:

Daniel L. Berger, Esq.  
Rochelle Feder Hansen, Esq.  
BERNSTEIN LITOWITZ BERGER &  
GROSSMANN LLP  
1285 Avenue of the Americas  
New York, New York 10019  
(212) 554-1400

and upon Settling Defendant through:

Gary A. Orseck, Esq.  
ROBBINS, RUSSELL, ENGLERT,  
ORSECK & UNTEREINER LLP  
1801 K Street, NW, Suite 411  
Washington, DC 20006  
(202) 775-4500

54. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to approval of the Settlement and/or the Plan of Allocation and/or the request for attorneys' fees and expenses are required to indicate in their written objections their intention to appear at the hearing. Persons who intend to object to the Settlement and/or the Plan of Allocation and/or counsel's application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Fairness Hearing must include in their written objections the identity of any witnesses they may call to testify, and any exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. Unless otherwise ordered by the Court, any Class Member who does not make his, her or its objection or opposition in the manner provided shall be deemed to have waived all objections to the foregoing matters. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

55. The Settlement Fairness Hearing may be adjourned from time to time by the Court without further written notice to the Class. If you intend to attend the Settlement Fairness Hearing, you should confirm the date and time with Lead Counsel.

### **IX. ATTORNEYS' FEES, COSTS AND EXPENSES OF PLAINTIFFS' ATTORNEYS**

56. At the Settlement Fairness Hearing, or at such other time as the Court may direct, Lead Counsel intends to apply to the Court for a collective award of attorneys' fees in the amount of 20% of the \$3.25 million Settlement Amount less expenses plus accrued interest thereon and for reimbursement of their expenses, which were incurred in connection with this litigation, in an amount not to exceed \$75,000.00. As noted above, the percentage to be requested is the same percentage approved by the Court with respect to the award of attorneys' fees in connection with the Earlier Settlements.



57. The fee requested by Lead Counsel would compensate Plaintiffs' counsel for their efforts in achieving the Gross Settlement Fund for the benefit of the Class in connection with this partial Settlement, and for their risk in undertaking this representation on a contingency basis.

#### **X. SPECIAL NOTICE TO BROKERS AND OTHER NOMINEES**

58. If you purchased ACLN common stock on the NYSE or other U.S. Exchanges during the period beginning on June 29, 2000 through and including March 18, 2002 for the beneficial interest of a person or organization other than yourself, the Court has directed that WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE (a) if you have not previously done so in connection with the earlier partial settlements of this Action, you provide to The Garden City Group, Inc., the Claims Administrator, the name and last known address of each person or organization for whom or which you purchased such stock during such time period, or (b) request additional copies of this Notice, which will be provided to you free of charge, and, within seven (7) days of receipt, mail the Notice directly to the beneficial owners of the securities referred to herein. If you previously chose or now choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was timely made as directed. You are entitled to reimbursement from the Gross Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and, if you did not previously mail directly to the beneficial owners, the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation reflecting compliance with these instructions, including timely mailing of the Notice, if you elect to do so. All communications concerning the foregoing should be addressed to the Claims Administrator at the address shown in paragraph 60 below.

#### **XI. EXAMINATION OF PAPERS AND INQUIRIES**

59. This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in this Action, reference is made to the: pleadings; Stipulation; Orders entered by the Court, and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York 10007, during regular business hours.

60. All inquiries concerning this notice or the proof of claim form by class members should be addressed as follows:

**A.C.L.N. Limited Securities Litigation  
c/o The Garden City Group, Inc.  
P.O. Box 9000 #6204  
Merrick, NY 11566-9000  
1(866) 808-3563**

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

Dated: New York, New York  
November 10, 2005

By Order of the Court  
CLERK OF THE COURT

### Inflation Table

Purchase Date	Closing Price	True Value	Inflation Amount	Purchase Date	Closing Price	True Value	Inflation Amount
6/29/2000	21.30	1.42	19.88	9/8/2000	31.91	2.13	29.78
6/30/2000	22.50	1.50	21.00	9/11/2000	31.30	2.09	29.21
7/3/2000	22.10	1.47	20.63	9/12/2000	29.20	1.95	27.25
7/5/2000	21.70	1.45	20.25	9/13/2000	29.70	1.98	27.72
7/6/2000	21.40	1.43	19.97	9/14/2000	30.40	2.03	28.37
7/7/2000	21.60	1.44	20.16	9/15/2000	29.60	1.97	27.63
7/10/2000	22.00	1.47	20.53	9/18/2000	28.05	1.87	26.18
7/11/2000	23.10	1.54	21.56	9/19/2000	28.50	1.90	26.60
7/12/2000	22.80	1.52	21.28	9/20/2000	29.13	1.94	27.18
7/13/2000	22.89	1.53	21.36	9/21/2000	28.75	1.92	26.83
7/14/2000	24.40	1.63	22.77	9/22/2000	28.56	1.91	26.66
7/17/2000	27.15	1.81	25.34	9/25/2000	26.13	1.74	24.38
7/18/2000	26.60	1.77	24.83	9/26/2000	26.50	1.77	24.73
7/19/2000	27.80	1.85	25.95	9/27/2000	24.50	1.63	22.87
7/20/2000	27.70	1.85	25.85	9/28/2000	25.00	1.67	23.33
7/21/2000	27.70	1.85	25.85	9/29/2000	26.75	1.67	25.08
7/24/2000	27.50	1.83	25.67	10/2/2000	27.75	1.73	26.02
7/25/2000	28.00	1.87	26.13	10/3/2000	27.38	1.71	25.67
7/26/2000	28.40	1.89	26.51	10/4/2000	27.44	1.71	25.73
7/27/2000	29.60	1.97	27.63	10/5/2000	26.38	1.65	24.73
7/28/2000	31.10	2.07	29.03	10/6/2000	24.56	1.53	23.03
7/31/2000	32.10	2.14	29.96	10/9/2000	24.25	1.51	22.74
8/1/2000	34.40	2.30	32.10	10/10/2000	23.50	1.47	22.03
8/2/2000	35.40	2.36	33.04	10/11/2000	23.50	1.47	22.03
8/3/2000	33.60	2.24	31.36	10/12/2000	24.88	1.55	23.32
8/4/2000	33.30	2.22	31.08	10/13/2000	26.25	1.64	24.61
8/7/2000	34.90	2.33	32.57	10/16/2000	27.13	1.69	25.43
8/8/2000	33.50	2.24	31.26	10/17/2000	27.00	1.68	25.32
8/9/2000	32.60	2.17	30.43	10/18/2000	26.44	1.65	24.79
8/10/2000	29.60	1.97	27.63	10/19/2000	27.00	1.68	25.32
8/11/2000	31.00	2.07	28.93	10/20/2000	27.00	1.68	25.32
8/14/2000	30.80	2.05	28.75	10/23/2000	27.00	1.68	25.32
8/15/2000	29.90	1.99	27.91	10/24/2000	27.75	1.73	26.02
8/16/2000	30.60	2.04	28.56	10/25/2000	28.06	1.75	26.31
8/17/2000	30.40	2.03	28.37	10/26/2000	27.75	1.73	26.02
8/18/2000	30.50	2.03	28.47	10/27/2000	27.00	1.68	25.32
8/21/2000	30.30	2.02	28.28	10/30/2000	27.00	1.68	25.32
8/22/2000	30.60	2.04	28.56	10/31/2000	26.88	1.68	25.20
8/23/2000	31.95	2.13	29.82	11/1/2000	27.13	1.69	25.43
8/24/2000	31.95	2.13	29.82	11/2/2000	28.06	1.75	26.31
8/25/2000	31.90	2.13	29.77	11/3/2000	27.38	1.71	25.67
8/28/2000	31.90	2.13	29.77	11/6/2000	27.38	1.71	25.67
8/29/2000	31.95	2.13	29.82	11/7/2000	27.50	1.72	25.78
8/30/2000	31.80	2.12	29.68	11/8/2000	27.50	1.72	25.78
8/31/2000	33.65	2.25	31.40	11/9/2000	27.25	1.70	25.55
9/1/2000	33.70	2.25	31.45	11/10/2000	25.38	1.58	23.79
9/5/2000	33.50	2.24	31.26	11/13/2000	24.75	1.54	23.21
9/6/2000	32.00	2.13	29.87	11/14/2000	26.50	1.65	24.85
9/7/2000	32.00	2.13	29.87	11/15/2000	26.75	1.67	25.08

### Inflation Table

Purchase Date	Closing Price	True Value	Inflation Amount	Purchase Date	Closing Price	True Value	Inflation Amount
11/16/2000	26.94	1.68	25.26	1/30/2001	23.00	1.44	21.56
11/17/2000	26.50	1.65	24.85	1/31/2001	24.00	1.50	22.50
11/20/2000	24.88	1.55	23.32	2/1/2001	26.13	1.63	24.49
11/21/2000	24.50	1.53	22.97	2/2/2001	26.25	1.64	24.61
11/22/2000	25.13	1.57	23.56	2/5/2001	26.75	1.67	25.08
11/24/2000	25.00	1.56	23.44	2/6/2001	27.73	1.73	26.00
11/27/2000	24.50	1.53	22.97	2/7/2001	27.88	1.74	26.14
11/28/2000	23.75	1.48	22.27	2/8/2001	27.75	1.73	26.02
11/29/2000	22.75	1.42	21.33	2/9/2001	28.38	1.77	26.60
11/30/2000	18.75	1.17	17.58	2/12/2001	28.75	1.79	26.96
12/1/2000	20.13	1.26	18.87	2/13/2001	28.63	1.79	26.84
12/4/2000	22.75	1.42	21.33	2/14/2001	27.00	1.68	25.32
12/5/2000	23.50	1.47	22.03	2/15/2001	27.38	1.71	25.67
12/6/2000	23.31	1.45	21.86	2/16/2001	28.00	1.75	26.25
12/7/2000	24.06	1.50	22.56	2/20/2001	29.00	1.81	27.19
12/8/2000	24.00	1.50	22.50	2/21/2001	28.25	1.76	26.49
12/11/2000	23.88	1.49	22.39	2/22/2001	28.63	1.79	26.84
12/12/2000	23.50	1.47	22.03	2/23/2001	29.13	1.82	27.31
12/13/2000	23.38	1.46	21.92	2/26/2001	28.63	1.79	26.84
12/14/2000	22.88	1.43	21.45	2/27/2001	27.75	1.73	26.02
12/15/2000	23.38	1.46	21.92	2/28/2001	27.00	1.68	25.32
12/18/2000	23.63	1.47	22.15	3/1/2001	28.13	1.75	26.37
12/19/2000	22.75	1.42	21.33	3/2/2001	28.94	1.81	27.13
12/20/2000	22.75	1.42	21.33	3/5/2001	27.63	1.72	25.90
12/21/2000	22.75	1.42	21.33	3/6/2001	27.88	1.74	26.14
12/22/2000	23.75	1.48	22.27	3/7/2001	28.38	1.77	26.60
12/26/2000	23.50	1.47	22.03	3/8/2001	27.50	1.72	25.78
12/27/2000	22.63	1.41	21.21	3/9/2001	27.81	1.74	26.08
12/28/2000	23.06	1.44	21.62	3/12/2001	27.69	1.73	25.96
12/29/2000	23.38	1.46	21.92	3/13/2001	27.25	1.70	25.55
1/2/2001	23.63	1.47	22.15	3/14/2001	26.75	1.67	25.08
1/3/2001	24.13	1.51	22.62	3/15/2001	25.06	1.56	23.50
1/4/2001	23.25	1.45	21.80	3/16/2001	27.00	1.54	25.46
1/5/2001	22.00	1.37	20.63	3/19/2001	27.75	1.58	26.17
1/8/2001	21.38	1.33	20.04	3/20/2001	27.38	1.56	25.81
1/9/2001	21.63	1.35	20.28	3/21/2001	26.38	1.50	24.87
1/10/2001	22.13	1.38	20.74	3/22/2001	25.38	1.45	23.93
1/11/2001	21.38	1.33	20.04	3/23/2001	26.50	1.51	24.99
1/12/2001	23.00	1.44	21.56	3/26/2001	24.38	1.39	22.98
1/16/2001	23.00	1.44	21.56	3/27/2001	25.06	1.43	23.63
1/17/2001	23.25	1.45	21.80	3/28/2001	24.50	1.40	23.10
1/18/2001	21.75	1.36	20.39	3/29/2001	23.00	1.31	21.69
1/19/2001	23.31	1.45	21.86	3/30/2001	24.00	1.37	22.63
1/22/2001	22.13	1.38	20.74	4/2/2001	24.00	1.37	22.63
1/23/2001	23.00	1.44	21.56	4/3/2001	22.75	1.30	21.45
1/24/2001	23.50	1.47	22.03	4/4/2001	23.00	1.31	21.69
1/25/2001	23.50	1.47	22.03	4/5/2001	23.00	1.31	21.69
1/26/2001	23.38	1.46	21.92	4/6/2001	22.69	1.29	21.39
1/29/2001	23.13	1.44	21.68	4/9/2001	23.06	1.32	21.74

### Inflation Table

Purchase Date	Closing Price	True Value	Inflation Amount	Purchase Date	Closing Price	True Value	Inflation Amount
4/10/2001	23.06	1.32	21.74	6/20/2001	33.50	1.91	31.59
4/11/2001	22.92	1.31	21.61	6/21/2001	34.21	1.95	32.26
4/12/2001	23.90	1.36	22.54	6/22/2001	33.82	1.93	31.89
4/16/2001	24.20	1.38	22.82	6/25/2001	34.20	1.95	32.25
4/17/2001	24.09	1.37	22.72	6/26/2001	33.30	1.90	31.40
4/18/2001	23.60	1.35	22.25	6/27/2001	31.85	1.82	30.03
4/19/2001	23.93	1.37	22.56	6/28/2001	31.85	1.82	30.03
4/20/2001	23.30	1.33	21.97	6/29/2001	31.15	1.78	29.37
4/23/2001	22.79	1.30	21.49	7/2/2001	30.86	1.76	29.10
4/24/2001	22.87	1.30	21.57	7/3/2001	30.90	1.76	29.14
4/25/2001	22.95	1.31	21.64	7/5/2001	30.44	1.74	28.70
4/26/2001	23.00	1.31	21.69	7/6/2001	29.30	1.67	27.63
4/27/2001	22.00	1.26	20.74	7/9/2001	28.80	1.64	27.16
4/30/2001	22.73	1.30	21.43	7/10/2001	29.10	1.66	27.44
5/1/2001	22.80	1.30	21.50	7/11/2001	30.15	1.72	28.43
5/2/2001	23.25	1.33	21.92	7/12/2001	32.99	1.88	31.11
5/3/2001	23.85	1.36	22.49	7/13/2001	37.00	2.11	34.89
5/4/2001	25.20	1.44	23.76	7/16/2001	36.55	2.09	34.46
5/7/2001	26.11	1.49	24.62	7/17/2001	35.80	2.04	33.76
5/8/2001	28.05	1.60	26.45	7/18/2001	37.70	2.15	35.55
5/9/2001	28.03	1.60	26.43	7/19/2001	38.80	2.21	36.59
5/10/2001	28.24	1.61	26.63	7/20/2001	38.43	2.19	36.24
5/11/2001	30.50	1.74	28.76	7/23/2001	36.98	2.11	34.87
5/14/2001	29.50	1.68	27.82	7/24/2001	35.95	2.05	33.90
5/15/2001	28.95	1.65	27.30	7/25/2001	34.97	2.00	32.97
5/16/2001	28.44	1.62	26.82	7/26/2001	35.71	2.04	33.67
5/17/2001	27.60	1.57	26.03	7/27/2001	35.45	2.02	33.43
5/18/2001	28.90	1.65	27.25	7/30/2001	33.95	1.94	32.01
5/21/2001	30.10	1.72	28.38	7/31/2001	33.27	1.90	31.37
5/22/2001	29.41	1.68	27.73	8/1/2001	34.65	1.98	32.67
5/23/2001	28.01	1.60	26.41	8/2/2001	36.70	2.09	34.61
5/24/2001	28.95	1.65	27.30	8/3/2001	36.70	2.09	34.61
5/25/2001	29.48	1.68	27.80	8/6/2001	36.60	2.09	34.51
5/29/2001	28.57	1.63	26.94	8/7/2001	35.45	2.02	33.43
5/30/2001	27.90	1.59	26.31	8/8/2001	35.23	2.01	33.22
5/31/2001	29.35	1.67	27.68	8/9/2001	37.75	2.01	35.74
6/1/2001	29.01	1.66	27.35	8/10/2001	37.81	2.01	35.80
6/4/2001	29.15	1.66	27.49	8/13/2001	40.08	2.13	37.95
6/5/2001	29.00	1.65	27.35	8/14/2001	39.00	2.08	36.92
6/6/2001	28.50	1.63	26.87	8/15/2001	38.43	2.05	36.38
6/7/2001	28.96	1.65	27.31	8/16/2001	37.65	2.00	35.65
6/8/2001	29.35	1.67	27.68	8/17/2001	44.00	1.99	42.01
6/11/2001	32.85	1.87	30.98	8/20/2001	44.79	2.03	42.76
6/12/2001	33.49	1.91	31.58	8/21/2001	43.99	1.99	42.00
6/13/2001	32.35	1.85	30.50	8/22/2001	46.55	2.11	44.44
6/14/2001	31.40	1.79	29.61	8/23/2001	45.56	2.06	43.50
6/15/2001	30.91	1.76	29.15	8/24/2001	45.64	2.07	43.57
6/18/2001	30.00	1.71	28.29	8/27/2001	44.60	2.02	42.58
6/19/2001	31.48	1.80	29.68	8/28/2001	44.10	2.00	42.10

### Inflation Table

Purchase Date	Closing Price	True Value	Inflation Amount	Purchase Date	Closing Price	True Value	Inflation Amount
8/29/2001	45.80	2.07	43.73	11/13/2001	30.70	1.39	29.31
8/30/2001	45.26	2.05	43.21	11/14/2001	33.09	1.40	31.69
8/31/2001	44.97	2.04	42.93	11/15/2001	37.60	1.59	36.01
9/4/2001	48.25	2.18	46.07	11/16/2001	36.54	1.55	34.99
9/5/2001	48.27	2.19	46.08	11/19/2001	35.01	1.48	33.53
9/6/2001	49.35	2.23	47.12	11/20/2001	36.20	1.53	34.67
9/7/2001	49.93	2.26	47.67	11/21/2001	35.51	1.50	34.01
9/10/2001	49.40	2.24	47.16	11/23/2001	34.60	1.46	33.14
9/17/2001	41.20	1.87	39.33	11/26/2001	31.61	1.34	30.27
9/18/2001	41.36	1.87	39.49	11/27/2001	31.45	1.33	30.12
9/19/2001	36.20	1.64	34.56	11/28/2001	30.56	1.29	29.27
9/20/2001	32.95	1.49	31.46	11/29/2001	31.06	1.31	29.75
9/21/2001	35.95	1.63	34.32	11/30/2001	33.00	1.40	31.60
9/24/2001	40.10	1.82	38.28	12/3/2001	34.05	1.44	32.61
9/25/2001	37.87	1.71	36.16	12/4/2001	34.00	1.44	32.56
9/26/2001	34.77	1.57	33.20	12/5/2001	34.60	1.46	33.14
9/27/2001	39.00	1.77	37.23	12/6/2001	33.00	1.40	31.60
9/28/2001	39.25	1.78	37.47	12/7/2001	33.45	1.41	32.04
10/1/2001	38.00	1.72	36.28	12/10/2001	33.30	1.41	31.89
10/2/2001	38.40	1.74	36.66	12/11/2001	32.97	1.39	31.58
10/3/2001	42.50	1.92	40.58	12/12/2001	33.25	1.41	31.84
10/4/2001	44.25	2.00	42.25	12/13/2001	35.81	1.51	34.30
10/5/2001	42.30	1.91	40.39	12/14/2001	35.75	1.51	34.24
10/8/2001	38.45	1.74	36.71	12/17/2001	30.75	1.30	29.45
10/9/2001	38.48	1.74	36.74	12/18/2001	26.50	1.12	25.38
10/10/2001	37.90	1.72	36.18	12/19/2001	26.11	1.10	25.01
10/11/2001	39.05	1.77	37.28	12/20/2001	9.40	1.10	8.30
10/12/2001	37.75	1.71	36.04	12/21/2001	10.10	1.18	8.92
10/15/2001	36.21	1.64	34.57	12/24/2001	7.79	0.91	6.88
10/16/2001	33.31	1.51	31.80	12/26/2001	10.31	1.21	9.10
10/17/2001	32.86	1.49	31.37	12/27/2001	10.66	1.25	9.41
10/18/2001	29.33	1.33	28.00	12/28/2001	8.86	1.04	7.82
10/19/2001	29.90	1.35	28.55	12/31/2001	9.27	1.08	8.19
10/22/2001	32.08	1.45	30.63	1/2/2002	10.27	1.20	9.07
10/23/2001	32.50	1.47	31.03	1/3/2002	11.35	1.33	10.02
10/24/2001	33.41	1.51	31.90	1/4/2002	10.30	1.20	9.10
10/25/2001	29.75	1.35	28.40	1/7/2002	7.23	1.20	6.03
10/26/2001	26.41	1.20	25.21	1/8/2002	6.86	1.14	5.72
10/29/2001	24.71	1.12	23.59	1/9/2002	6.75	1.12	5.63
10/30/2001	25.65	1.16	24.49	1/10/2002	6.59	1.10	5.49
10/31/2001	26.73	1.21	25.52	1/11/2002	6.80	1.13	5.67
11/1/2001	27.28	1.23	26.05	1/14/2002	6.58	1.09	5.49
11/2/2001	26.80	1.21	25.59	1/15/2002	5.75	0.96	4.79
11/5/2001	24.21	1.10	23.11	1/16/2002	5.22	0.87	4.35
11/6/2001	25.21	1.14	24.07	1/17/2002	6.79	1.13	5.66
11/7/2001	25.48	1.15	24.33	1/18/2002	7.05	1.17	5.88
11/8/2001	25.50	1.15	24.35	1/22/2002	7.12	1.18	5.94
11/9/2001	26.90	1.22	25.68	1/23/2002	7.23	1.20	6.03
11/12/2001	28.45	1.29	27.16	1/24/2002	7.70	1.28	6.42

### Inflation Table

Purchase Date	Closing Price	True Value	Inflation Amount	Purchase Date	Closing Price	True Value	Inflation Amount
1/25/2002	7.98	1.33	6.65				
1/28/2002	9.00	1.50	7.50				
1/29/2002	8.99	1.49	7.50				
1/30/2002	8.38	1.39	6.99				
1/31/2002	8.32	1.38	6.94				
2/1/2002	8.51	1.41	7.10				
2/4/2002	8.35	1.39	6.96				
2/5/2002	8.22	1.37	6.85				
2/6/2002	9.85	1.36	8.49				
2/7/2002	10.40	1.44	8.96				
2/8/2002	10.81	1.49	9.32				
2/11/2002	10.87	1.50	9.37				
2/12/2002	9.96	1.37	8.59				
2/13/2002	10.25	1.41	8.84				
2/14/2002	10.30	1.42	8.88				
2/15/2002	10.45	1.44	9.01				
2/19/2002	11.25	1.55	9.70				
2/20/2002	11.80	1.63	10.17				
2/21/2002	12.10	1.67	10.43				
2/22/2002	12.14	1.68	10.46				
2/25/2002	12.45	1.72	10.73				
2/26/2002	12.28	1.70	10.58				
2/27/2002	12.09	1.67	10.42				
2/28/2002	12.05	1.66	10.39				
3/1/2002	11.68	1.61	10.07				
3/4/2002	10.45	1.44	9.01				
3/5/2002	10.81	1.49	9.32				
3/6/2002	10.50	1.45	9.05				
3/7/2002	10.48	1.45	9.03				
3/8/2002	8.52	1.46	7.06				
3/11/2002	8.63	1.48	7.15				
3/12/2002	9.08	1.55	7.53				
3/13/2002	8.35	1.54	6.81				
3/14/2002	8.45	1.56	6.89				
3/15/2002	8.35	1.54	6.81				
3/18/2002	N/A	1.54	-				
3/19/2002	N/A	1.54	-				
3/20/2002	N/A	1.54	-				
3/21/2002	N/A	1.54	-				
3/22/2002	N/A	1.54	-				
3/25/2002	N/A	1.54	-				
3/26/2002	N/A	1.54	-				
3/27/2002	N/A	1.54	-				
3/28/2002	N/A	1.54	-				
4/1/2002	N/A	1.54	-				
4/2/2002	1.60	1.60	-				

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