IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

IN RE MAYTAG CORPORATION SHAREHOLDERS LITIGATION	Consolidated C.A. No. 1362-CC

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO OWNED COMMON STOCK OF MAYTAG CORPORATION ("MAYTAG" OR THE "COMPANY") AT THE TIME OF THE CLOSING OF THE MERGER (THE "MERGER") BETWEEN MAYTAG AND WHIRLPOOL CORPORATION ("WHIRLPOOL" OR "PURCHASER") ON MARCH 31, 2006 AFTER EXCLUDING DEFENDANTS AND CERTAIN AFFILIATES (AS SET FORTH BELOW).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT. IF YOU HELD MAYTAG COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

This Notice has been sent to you pursuant to an order of the Delaware Court of Chancery (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation and of the hearing to be held by the Court (in which you may participate as explained below) to consider the fairness, reasonableness, and adequacy of the proposed settlement. This Notice describes the rights you may have in connection with the settlement and what steps you may take in relation to the settlement and this class action litigation.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in the Action or the fairness or adequacy of the proposed settlement.

I. BACKGROUND AND THE HISTORY OF THE LITIGATION

On May 19, 2005, Maytag publicly announced that it had entered into a definitive merger agreement (the "Ripplewood Merger Agreement") by which the Ripplewood Group would acquire all of the outstanding shares of Maytag common stock in a cash merger at a price of $14.00 per Maytag share (the "Proposed Ripplewood Merger").

After such announcement and between May 20, 2005, and May 31, 2005, seven putative class actions were commenced against the Company and each of its directors (the "Individual Defendants" or the "Maytag Board") in the Court alleging breach of fiduciary duty. The Individual Defendants were alleged to have violated their fiduciary obligations by approving the sale of Maytag for an unfair and inadequate price and utilizing an unfair sales process that wrongfully favored the Ripplewood Group over other potential bidders.

On June 3, 2005, the Court consolidated the actions under the caption *In re Maytag Corporation Shareholders Litigation,* Consolidated C.A. No. 1362-CC (the "Action").

The Ripplewood Merger Agreement provided for a 30-day "go shop" period (from May 19, 2005, to June 17, 2005) during which Maytag was permitted to solicit proposals from, participate in merger negotiations with, and furnish non-public information to, other potential bidders. The Ripplewood Merger Agreement prohibited Maytag from soliciting, entering into an agreement, or participating in discussions that may reasonably lead

to a "Company Takeover Proposal" upon the expiration of the 30-day "go shop" period. This prohibition, however, was subject to a "fiduciary out" clause in the Ripplewood Merger Agreement that allowed Maytag to furnish non-public information to, or participate in discussions or negotiations with, anyone who made a proposal to acquire Maytag as long as, among other things, the Maytag Board determined in good faith, after consultation with outside counsel and financial advisors, that such proposal was reasonably expected to lead to a transaction that was more favorable from a financial point of view to Maytag's shareholders than the Proposed Ripplewood Merger and that such a proposal was reasonably capable of being completed (a "Superior Company Proposal"). The Ripplewood Merger Agreement also allowed the Maytag Board to terminate such agreement (prior to a shareholder vote on the matter) upon the receipt of a "Superior Company Proposal" as long as, among other things: (1) a majority of Maytag's disinterested directors determined in good faith, after consultation with outside counsel, that failure to withdraw or modify their recommendation of the Ripplewood Merger to Maytag's shareholders would be inconsistent with the Maytag Board's proper exercise of fiduciary duties under applicable law; (2) Maytag gave notice to the Ripplewood Group of such determination and, at least five business days thereafter, were in a position to take into account any revised proposal made by the Ripplewood Group; and (3) Maytag paid a $40 million termination fee to the Ripplewood Group.

During the "go shop" period in late May and early June, Maytag and its financial advisors contacted 36 parties to determine if they were interested in a transaction involving Maytag. On the last day of the "go shop" period, June 17, 2005, Maytag received a preliminary, non-binding proposal from Bain Capital Partners LLC, Blackstone Capital Partners IV L.P. and Haier America Trading, L.L.C. (collectively, the "Haier Consortium") to acquire all outstanding shares of the Company for $16.00 per share in cash (the "Haier Offer"). The Haier Offer was subject to due diligence review, which was projected to take six to eight weeks.

On July 11, 2005, the plaintiffs (the "Representative Plaintiffs") in the Action moved for class certification. Thereafter, on July 15, 2005, Representative Plaintiffs filed the First Consolidated and Amended Class Action Complaint (the "First Amended Complaint"). The First Amended Complaint included additional allegations of fiduciary impropriety by the Individual Defendants that allegedly occurred after Maytag received the Haier Offer. Among other things, the First Amended Complaint alleged that the Individual Defendants violated their fiduciary duties by: (1) agreeing to sell Maytag to the Ripplewood Group at an inadequate and unfair price; (2) agreeing to the $40 million termination fee; and (3) failing either to conduct an effective market check or to solicit third-party offers for the Company.

On July 13, 2005, Maytag announced that it would convene a special shareholder meeting on August 19, 2005, to consider and vote on the Ripplewood Merger Agreement.

On July 17, 2005, Maytag received an unsolicited bid from Whirlpool which proposed to acquire Maytag for $17.00 per share, payable half in cash and half in Whirlpool securities (the "Whirlpool $17.00 Offer"). Maytag issued a press release the following day announcing that the Maytag Board would consider the Whirlpool $17.00 Offer but would not retract its recommendation of the Ripplewood Merger Agreement.

On July 19, 2005, the Haier Consortium withdrew its $16.00-per-share bid.

On July 21, 2005, Maytag formally responded to the Whirlpool $17.00 Offer. The Company stated that the Maytag Board was "unable to determine" whether the Whirlpool $17.00 Offer was reasonably likely to lead to a Superior Company Proposal.

On July 22, 2005, Whirlpool increased its bid to $18.00 per share (the "Whirlpool $18.00 Offer"). Whirlpool stated: (1) it would pay the termination fee to the Ripplewood Group in the event Maytag terminated the Ripplewood Merger Agreement to enter into a definitive agreement with Whirlpool; (2) it would like to discuss the prospect of the paying of a reverse termination fee to Maytag in the event that Whirlpool was unable to obtain the required regulatory approvals for its proposed transaction; and (3) it had 17 letters of support for the proposed transaction from top trade customers and buying groups in the appliance industry.

On July 24, 2005, Maytag announced that the Maytag Board had determined that the Whirlpool $18.00 Offer could reasonably be expected to lead to a Superior Company Proposal. Maytag further represented that the Maytag Board had not changed its recommendation of the Ripplewood Merger Agreement because of the uncertainty of material terms of Whirlpool's bid such as, among other things, the timing of completion of the

due diligence process as well as the transaction itself, the form of consideration, the valuation of any stock consideration, and the regulatory and other closing risks.

In late July and early August 2005, the parties to the Action engaged in expedited document and deposition discovery, including the depositions of Maytag's CEO (defendant Hake), one of Maytag's outside directors (defendant Rethore), and a representative of the Company's financial advisor (Lazard Freres & Co. LLC). On August 5, 2005, the representative plaintiffs in the Action filed a motion for preliminary injunction. Specifically, the Representative Plaintiffs sought an order enjoining the scheduled August 19, 2005, Maytag shareholder meeting and the operation of the Ripplewood Merger Agreement. Representative Plaintiffs argued, among other things, that the Individual Defendants had breached their fiduciary duties to "secure the highest price for Maytag's shareholders" by "passively" relying on a "stale market-check rather than actively shopping the company before entering into the Ripplewood Merger Agreement." Representative Plaintiffs further argued that Maytag needed to maintain control over the timing of any vote in connection with the Ripplewood Merger Agreement. The Court scheduled a hearing on the motion for August 15, 2005.

On August 8, 2005, following several days of negotiations between representatives of Maytag and of Whirlpool, Whirlpool submitted to Maytag a binding, irrevocable offer to acquire all outstanding shares of Maytag for $20 per share (50% in cash and 50% in Whirlpool stock) conditioned on receipt of required regulatory approvals, Maytag shareholder approval, and other customary conditions (the "Whirlpool $20 Offer"). Whirlpool stated that, if not accepted by Maytag, the Whirlpool $20 Offer would expire at 5:00 p.m. on August 20, 2005. The Whirlpool $20 Offer included a commitment to pay to Maytag a reverse termination fee of $120 million if the proposed merger failed to close.

On August 9, 2005, the Ripplewood Group and Whirlpool representatives made separate presentations to the Maytag Board. The Ripplewood Group representatives verbally offered to raise their offer to $15.50 per share in cash.

On August 10, 2005, Whirlpool raised its offer to $21.00 per Maytag share, 50% in cash and 50% in Whirlpool stock (the "Whirlpool $21.00 Offer"). Whirlpool represented that this latest offer was worth approximately $558 million more than the most recent Ripplewood Group offer, and it would expire at 5:00 p.m. on August 21, 2005. Counsel for the Representative Plaintiffs withdrew their motion for a preliminary injunction from the Court's calendar but reserved their right to reinstate the motion at a later date.

On August 12, 2005, the Representative Plaintiffs filed a motion for leave to file a Second Amended Class Action Complaint adding as parties to the Action members of the Ripplewood Group. On the same day, the Maytag Board determined that: (1) the Whirlpool $21.00 Offer was a Superior Company Proposal to the Ripplewood Merger Agreement; and (2) the Whirlpool $21.00 Offer was reasonably capable of being completed, taking into account all necessary financial, regulatory and legal aspects of the Whirlpool $21.00 Offer. The Maytag Board withdrew its recommendation of, and support for, the Ripplewood Merger Agreement and resolved to recommend that Maytag shareholders vote against it. The Maytag Board then postponed the special shareholder meeting to vote thereon from August 19 to August 30, 2005, to permit Maytag time to file and distribute supplemental proxy materials reflecting these determinations.

On August 15, 2005, counsel for Maytag and counsel for the Individual Defendants advised the Court that the Whirlpool $21 Offer was a Superior Company Proposal within the meaning of the Ripplewood Merger Agreement. They also informed the Court that due to these developments, Representative Plaintiffs did not anticipate making any applications to the Court that week.

On August 17, 2005, Representative Plaintiffs filed their Second Amended Class Action Complaint.

On August 22, 2005, the Maytag Board determined that the consideration included in the Whirlpool $21.00 Offer was fair to Maytag shareholders from a financial point of view and unanimously approved the termination of the Ripplewood Merger Agreement. The Maytag Board also: (1) cancelled the special shareholder meeting then scheduled for August 30th; and (2) approved Maytag's entry into a merger agreement with Whirlpool (the "Whirlpool Merger Agreement").

Later that same day, Maytag paid the $40 million termination fee to the Ripplewood Group due under the Ripplewood Merger Agreement, for which it was promptly reimbursed by Whirlpool. Maytag and Whirlpool then executed the Whirlpool Merger Agreement.

On December 22, 2005, Maytag shareholders approved the Whirlpool Merger Agreement at a special shareholder meeting with 68.5% of all outstanding voting shares and 97.8% of those shares actually voting supporting the merger.

On March 29, 2006, the U.S. Department of Justice granted regulatory approval to Maytag and Whirlpool to consummate the transaction (the "Whirlpool Merger").

In late March 2006, counsel for the Representative Plaintiffs advised counsel for Maytag and the Individual Defendants that the Representative Plaintiffs would seek a temporary restraining order enjoining consummation of the Whirlpool Merger until a fund was created out of the consideration to be paid to Maytag shareholders under the Whirlpool Merger Agreement from which the fees and expenses of counsel for the Representative Plaintiffs could be paid.

On March 30, 2006, the parties to the Action entered into a letter agreement pursuant to which: (1) Representative Plaintiffs agreed not to seek to restrain or enjoin the consummation of the Whirlpool Merger or otherwise seek delay in Maytag shareholders' receipt of the full consideration from Whirlpool in connection with the merger; and (2) Maytag and the Individual Defendants agreed that they would not later assert that the Representative Plaintiffs' only remedy would be to recover fees and expenses from the Maytag shareholders who received consideration in the Whirlpool Merger.

The Whirlpool Merger closed on March 31, 2006.

On July 24, 2007, the parties to the Action entered into a Stipulation And Agreement of Compromise, Settlement, And Release (the "Stipulation") setting forth the terms of a proposed settlement of the Action.

The Parties now seek approval of the proposed settlement pursuant to Court of Chancery Rule 23. This Notice is being provided to you in connection therewith.

II. TERMS OF THE PROPOSED SETTLEMENT

A. As a direct result of the prosecution of the Action and extensive negotiations between the parties to the Action resulting in the entry into of the Stipulation, a proposed settlement (the "Settlement") has been reached under the following terms:

1. Maytag's insurer shall pay the sum of up to $735,000 (on behalf of Maytag and the Individual Defendants) to Representative Plaintiffs' counsel for the benefit of the Representative Plaintiffs and the members of the Settlement Class (to be certified in connection herewith, and as defined below) for such counsel's fees and expenses in consideration for an unconditional release from Representative Plaintiffs and the members of the Settlement Class as set forth below and the dismissal of the Action with prejudice.

2. As a result of this Settlement, Representative Plaintiffs and the members of the Settlement Class will have received the full merger consideration from Whirlpool without any reduction for the fees and costs of Representative Plaintiffs' counsel.

3. No defendant admits either expressly or impliedly that any Defendant is subject to liability for any violation of law, breach of duty, or wrongdoing or other actionable conduct. Whirlpool and Defendants state that they have agreed to such compromise recognizing that Representative Plaintiffs' initiation and prosecution of the Action played an important and helpful role and that the pendency of the Action was known to and considered by the Individual Defendants while they were making the decisions that led to the Whirlpool Merger.

4. If and when the Settlement becomes effective (and not subject to any further appeals challenging any Order of the Court of Chancery approving the Settlement), the Representative Plaintiffs, each and all of the members of the Settlement Class, and counsel to the Representative Plaintiffs shall be deemed to have, and by operation of the judgment to be entered by the Court of Chancery shall have, fully, finally, forever and unconditionally released, relinquished and discharged any and all claims, rights, causes of action, suits, liabilities, matters and issues, whether known or unknown, existing or contingent, ripe or unripe, that have been or that could have been asserted by the Representative Plaintiffs, members of the Settlement Class, or their attorneys in the Action, whether directly, individually, derivatively, representatively or in any other capacity, against Defendants, their respective past, present or future family members, parent entities, controlling persons, associates, affiliates or subsidiaries, and each and all of their respective past, present or future

officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, insurers, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, advisors, agents, heirs, executors, trustees, administrators, general or limited partners or partnerships, limited liability companies, members, managers, joint venturers, estates, predecessors, successors and assigns, (the "Released Persons"), in connection with, which now or hereafter arise from, or which relate in any way to the issues in the Action or to any matters, transactions or occurrences referred to in the complaints in the Action, including any claim for the plaintiffs' and the Settlement Class' attorneys' fees and expenses, except that there shall be no release, relinquishment, and discharge of any and all non-moot claims, rights, causes of action, suits, liabilities, matters and issues (if any) that were asserted and remain pending, or can still be asserted in that certain action (the "Iowa Action") denominated Sheet Metal Workers Local #218(S) Pension Fund v. Maytag Corporation, et al., No. LACV 112931, pending in the Iowa District Court for Jasper County (all such released matters, the "Released Claims"). Further, this Action and all claims herein shall be dismissed with prejudice as to the Representative Plaintiffs, members of the Settlement Class (which will be certified as part of this Settlement), and their counsel (except there shall be no prejudice with respect to the Iowa Action).

5. Representative Plaintiffs, each and all members of the Settlement Class, and counsel to Representative Plaintiffs, for themselves and their respective legal representatives, heirs, executors, administrators, agents, predecessors, successors, transferees and assigns, immediate and remote, shall be deemed to have waived any and all rights and benefits which they now have, or in the future may have, by virtue of the provisions of § 1542 of the California Civil Code and any other similar law or provision with respect to the Released Claims, which section provides as follows:

> 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.

6. Representative Plaintiffs will be certified as representatives of the Settlement Class, and their counsel, Wolf Haldenstein Adler Freeman & Herz LLP and Harwood Feffer LLP, will be certified as plaintiffs' Co-Lead Counsel, and the law firms Chimicles & Tikellis LLP and Rigrodsky & Long LLP will be certified as Delaware Liaison Counsel for the Settlement Class.

7. The parties to the Action agree, for purposes of the Settlement only, to the certification of a non opt-out Settlement Class under Rule 23(b)(1) and (b)(2) of the Delaware Court of Chancery Rules.

III. HEARING ON THE PROPOSED SETTLEMENT

A hearing on the Settlement will be held by the Court on October 3, 2007, at 11:00 a.m., at the Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947, before the Honorable Chancellor William B. Chandler III (the "Settlement Hearing"). The purpose of the Settlement Hearing will be for the Court to determine: (a) whether the Settlement should be approved as fair, reasonable and adequate; and (b) whether the award of fees and expenses requested by Representative Plaintiffs' counsel should be granted. The Court may adjourn or continue the Settlement Hearing by oral announcement at such hearing or at any adjournment without further notice of any kind.

IV. DEFINITIONS USED IN THIS NOTICE

A. "Defendants" means the defendants in the Action, which include Maytag, Ralph F. Hake, William T. Kerr, Barbara R. Allen, Bernard G. Rethore, Wayland R. Hicks, Lester Crown, Neele E. Stearns, Jr., Frederick G. Steingraber, W. Ann Reynolds, James A. McCaslin and Howard L. Clark, Jr.

B. "Effective Date" means the first date by which all of the events and conditions specified in ¶ 38 of the Stipulation have occurred and have been met.

C. "Individual Defendants" means Ralph F. Hake, William T. Kerr, Barbara R. Allen, Bernard G. Rethore, Wayland R. Hicks, Lester Crown, Neele E. Stearns, Jr., Frederick G. Steingraber, W. Ann Reynolds, James A. McCaslin and Howard L. Clark, Jr..

D. "Judgment" means the Order and Final Judgment to be rendered by the Court finally approving the Settlement of the Action.

E. "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

F. "Representative Plaintiffs" means Herbert Resnik, Market Street Securities, Inc., Hindie Silver, David Roitman, Louis Rubenstein, Davaid Birnbaum and Morris Gurt.

G. "Settlement Class" means all persons or entities who were record or beneficial owners of Maytag common stock at the time of the closing of the Merger on March 31, 2006, and their legal representatives, heirs, executors, administrators, agents, predecessors, successors, transferees and assigns, immediate and remote. Excluded from the Settlement Class are Defendants and the Purchaser, members of the immediate families of the Individual Defendants, any entity in which any Defendant or the Purchaser has or had a controlling interest as of the closing of the Whirlpool Merger on March 31, 2006, directors and officers of Maytag, and the legal representatives, heirs, executors, administrators, agents, predecessors, successors, or assignees of any such excluded person or entity.

H. "Members of the Settlement Class" means a Person who falls within the definition of the Settlement Class as set forth in ¶ 7, above.

V. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On August 1, 2007, the Court preliminarily certified the Settlement Class for purposes of Settlement discussed above.

VI. DISMISSAL AND RELEASES

If the proposed Settlement is approved by the Court, the Court will enter an Order and Final Judgment (the "Judgment") as defined above. The Judgment will dismiss the Action with prejudice and release the Released Claims as to the Released Persons. The Judgment will provide that all members of the Settlement Class shall be deemed to have released and forever discharged all Released Claims against all Released Persons, and will be barred from asserting any of the Released Claims in the future, unless the Settlement is canceled or terminated pursuant to the terms of the Stipulation.

VII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from, alter or amend the Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions prior to the entry into the Settlement.

VIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT HEARING

Any member of the Settlement Class may appear at the Settlement Hearing and show cause, if he, she or it has any reason why the proposed Settlement of the Action should or should not be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, or why the proposed Order and Final Judgment (the "Judgment") attached as Exhibit C to the Stipulation should or should not be entered thereon, provided, however, that no member of the Settlement Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, including any award of fees and expenses sought by counsel for the Representative Plaintiffs, or, if approved, the Judgment to be entered thereon approving the same, unless that person has, at least ten (10) calendar days before the Settlement Hearing, delivered by hand or overnight mail written notice of intention to appear, proof of membership in the Settlement Class, a detailed statement of objections, and copies of any papers and briefs in support thereof to: Robert I. Harwood, Esq.,

Harwood Feffer LLP, 488 Madison Avenue, New York, NY, 10022; Pamela S. Tikellis, Esq., Chimicles & Tikellis LLP, One Rodney Square, P.O. Box 1035, Wilmington, Delaware 19899; Seth D. Rigrodsky, Esq., Rigrodsky & Long, LLP, 919 N. Market Street, Suite 411, Wilmington, Delaware 19899; Robert K. Payson, Esq., Potter Anderson & Corroon LLP, 1313 North Market Street, P.O. Box 951, Wilmington, Delaware 19899-0951; and Richard L. Levine, Esq., Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York, 10153, and filed the same with the Court at least 10 calendar days before the Settlement Hearing. Any member of the Settlement Class who does not make his, her or its objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation unless otherwise ordered by the Court.

IX. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

Nominees who held the common stock of Maytag at the time of the closing of the Merger on March 31, 2006, for the beneficial ownership of another are requested to either: (1) forward a copy of this Notice to all such beneficial owners within ten (10) days after receipt hereof, or (2) to send a list of the names and addresses of such beneficial owners to the Notice Administrator at the address below within ten (10) days of receipt hereof, **preferably in an MS Excel data table setting forth (a) title/registration, (b) street address, (c) city/state/zip; electronically in MS Word or WordPerfect files (label size Avery® # 5162); or on computer-generated mailing labels,** in which event the Notice Administrator shall promptly mail the Notice to such beneficial owners. Additional copies of this Notice for transmittal to beneficial owners are available by request if directed to the Notice Administrator at:

Maytag Shareholders Litigation
c/o Berdon Claims Administraton LLC
P.O. Box 9014
Jericho, NY 11753-8914
Telephone: (800) 766-3300
Facsimile: (516) 931-0810
Website: www.berdonclaims.com

X. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For further details of the matters discussed in this Notice, you or your attorney may review the Stipulation and the Court's public files in this Action, which may be inspected during business hours, at the office of the Register in Chancery at 500 North King Street, Wilmington, Delaware. For further information regarding this Settlement you may contact: Robert I. Harwood, Harwood Feffer LLP, 488 Madison Avenue, New York, NY 10022.

DO NOT WRITE OR TELEPHONE THE COURT OR THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

Dated: August 1, 2007

BY ORDER OF THE COURT

Patricia B. Randolph
Register in Chancery