

Orchard Enterprises Stockholders Litigation  
Claims Administrator  
PO Box 3145  
Portland, OR 97208-3145

Toll Free Number: 1-877-797-5688  
Website: www.orchardstockholderlitigation.com  
Email: info@orchardstockholderlitigation.com  
Deadline to File a Claim: August 12, 2014

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE ORCHARD ENTERPRISES INC.  
STOCKHOLDERS LITIGATION

CONSOLIDATED  
C.A. No. 7840-VCL

**CLASS ACTION PROOF OF CLAIM FORM AND RELEASE**

**DEADLINE FOR FILING CLASS PROOF OF CLAIM FORM.** This Class Proof of Claim Form must be postmarked for mailing or emailed no later than August 12, 2014. The Proof of Claim Form can be mailed to *Orchard Stockholders Litigation*, PO Box 3145, Portland, OR 97208-3145 or scanned and emailed to info@orchardstockholderlitigation.com. Failure to timely submit a claim shall result in a waiver of any rights to participate in any distribution of proceeds from the settlement in the action called *In re Orchard Enterprises, Inc. Stockholder Litigation*, Consolidated C.A. No.7840-VCL (the “Class Action”), currently pending in the Court of Chancery for the State of Delaware (the “Orchard Settlement”) concerning the cash buyout of The Orchard Enterprises, Inc. by Dimensional Associates, LLC in July 2010 (the “Buyout”).

*Before completing your Class Proof of Claim Form, please read the Notice*

*Providing false, misleading or incomplete information or documentation will delay any disbursement from this Orchard Settlement and could jeopardize your right to a distribution.*

**INSTRUCTIONS:**

- A. This Claim Form has been sent to you because you may be a member of the Class in this matter. To participate, you must complete and sign this Claim Form and provide supporting documents for the Eligible Shares you claim. If you fail to file a properly addressed Claim Form and supporting documents, your claim may be rejected, and you may be determined to be ineligible for any payment from the Net Settlement Fund.
- B. Submission of this Claim Form does not assure that you will share in the proceeds of the Net Settlement Fund created in this Action.
- C. If you are NOT a member of the Class, as defined in the Notice, DO NOT submit a Claim Form.
- D. Use the section of this form entitled “Claimant Information” to identify each owner of Eligible Shares.
- E. Use the section of this form entitled “Eligible Share Information” to supply the number of Eligible Shares you held. “Eligible Shares” means shares of The Orchard Enterprises, Inc. common stock held as of July 29, 2010 (the Effective Date of the Cash-Out Merger). Please note, only shareholders who held Eligible Shares may receive an award from the Net Settlement Fund. If you purchased shares of The Orchard Enterprises, Inc. common

stock during the Class Period, but sold all of your shares prior to the July 29, 2010 Cash-Out Merger, you are not eligible for an award.

- F. You must provide documentation of your holdings of Eligible Shares. Acceptable documentation may include contract notes, brokers' confirmation slips, account activity pages from brokers' computer printouts, or account activity pages from brokers' monthly statements, if those statements verify your holdings of Eligible Shares. Failure to provide documentation could delay verification of your claim or result in rejection of your claim.
- G. If you need further assistance filing a claim you may contact the Claims Administrator at the phone number or email address above. Your completed Claim Form must be submitted to the Claims Administrator by no later than **August 12, 2014**.

**PART I: CLAIMANT INFORMATION:**

Beneficial Owner's First Name <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	Beneficial Owner's Last Name <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	
Co- Beneficial Owner's First Name <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	Co- Beneficial Owner's Last Name <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	
Entity Name (if Beneficial Owner is not an individual) <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
Representative or Custodian Name (if different from Beneficial Owner(s) listed above) <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
Address 1 (street name and number) <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
Address 2 (apartment, unit or box number) <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
City <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>	State <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>	Zip Code <input style="width: 20px; height: 20px; border: 1px solid black;" type="text"/>
Foreign Country (only if not USA) <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
Social Security Number <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	OR	Taxpayer Identification Number <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>
Telephone Number (home) <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	Telephone Number (work) <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/> - <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	
Email Address <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		
Account Number <input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>		

**PART II: ELIGIBLE SHARE INFORMATION:**

Please provide the total number of shares of The Orchard Enterprises, Inc. common stock that you held as of July 29, 2010 (the Effective Date of the Cash-Out Merger). You must attach supporting documentation for these holdings. Acceptable documentation may include contract notes, brokers' confirmation slips, account activity pages from brokers' computer printouts, or account activity pages from brokers' monthly statements, if those statements verify your holdings of Eligible Shares. Failure to provide documentation could delay verification of your claim or result in rejection of your claim.

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### **PART III: RELEASE:**

The Parties agree that this Stipulation and the terms set forth herein are intended to and shall, upon the entry of the Final Defendants Settlement Order and Defendants' depositing the full Settlement Amount into the Settlement Escrow Account, effectuate a full and complete settlement of all claims and potential claims the Parties have against one another or against their respective parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, accountants, auditors, financial advisors, investment banks, representatives and attorneys, including unknown claims, (A) that plaintiffs or any or all other members of the Class ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, based on his, her or its ownership of Orchard common stock during the Class Period, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Orchard), which are based upon, arise from, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, contracts, occurrences, statements, representations, alleged misrepresentations, alleged failures of disclosure, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that are, were, or could have been, alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Action or the subject matter of the Action in any court, tribunal, forum or proceeding, including, without limitation, any and all claims which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the July 29, 2010 merger between Dimensional and Orchard (the "Merger"); (ii) the Proxy Statement, including any statements contained therein and the subject matter thereof; (iii) any other disclosures made available or filed relating, directly or indirectly, to the Merger, including claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (iv) any deliberations or negotiations in connection with the Merger, including the process of deliberation or negotiation by any of the Defendants, and any of their respective officers, directors, employees, principals, partners or advisors; (v) the consideration to be received any person in connection with the Merger; (vi) the fiduciary obligations, if any, of the Defendants in connection with the Merger; or (vii) the Certificate of Designations of Series A Convertible Preferred Stock, and any amendments thereto, and (B) that in any way relate to the institution, prosecution, settlement, or resolution of the Action; provided, however, that the release contemplated by the Settlement Documents shall not include claims for or arising from the performance or non-performance of the terms of the Settlement Documents (the "Released Claims"). The term "Control" (and its correlative terms "Controlled" and "Controlling") means (a) direct or indirect ownership or control of more than fifty percent (50%) of the voting interests or securities of an entity, (b) the ability to elect a majority of the board of directors or other governing body for the entity, (c) in relation to a partnership, limited liability company or other unincorporated association, the right to a share of more than half of its net assets or net income or (d) if an entity is in a country that limits the ownership permitted for foreign companies, such lesser percentage that is the maximum allowed to be owned by a foreign company in a particular jurisdiction. The term "Affiliate" shall include any entity that Controls, is Controlled by, or is under common Control with the entity in question, whether now or in the past. The Parties acknowledge and agree that, for purposes of the releases given herein only, (i) Dimensional's "Affiliates" include, without limitation, Dimensional, JDS Capital, L.P. and JDS Capital Management, LLC, and each of their past, present and future partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them; and (ii) Orchard's "Affiliates" include, without limitation, Orchard Media, Inc., Orchard Asset Holdings, LLC, Sony Music Entertainment, and Internet Online Distribution Alliance, Inc., and each of their past, present and future partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them.

The Parties shall further release each other as follows: Upon entry of the Final Defendants Settlement Order and Defendants depositing the full Settlement Amount into the Settlement Escrow Account, and in consideration of the terms and conditions herein, and in consideration of the terms and conditions herein, all Class Plaintiffs and other members of the Class, and their past, present and future parents, subsidiaries, Affiliates, divisions, predecessors, predecessors in interest, successors, assigns, partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them or any of them (the "Class Member Releasing Parties"), do hereby irrevocably and unconditionally release, waive and forever discharge Dimensional, Orchard and each of the Individual Defendants, and any and all of their past, present and future parents, subsidiaries, Affiliates, divisions, predecessors, successors and assigns, and their respective partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them, or any of them, from any and all actions, causes of action, suits, claims, debts, obligations, demands, liabilities, rights, damages, losses, costs, expenses (including, but not limited to, attorneys' fees and costs actually incurred) concerning the Released Claims, whether known or unknown, that have been, or could have been, asserted by the Class Member Releasing Parties against them, from the beginning of time through the date of this Stipulation, including any claim asserted or that could have been asserted in the Consolidated Complaint and all legal, accounting, arbitrator and other fees and expenses related thereto; provided, however, that this release shall not include claims to enforce the Settlement

or this Stipulation. The Defendants, and their past, present and future parents, subsidiaries, Affiliates, divisions, predecessors, successors, assigns, partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them or any of them (the "Defendant Releasing Parties"), do hereby irrevocably and unconditionally release, waive and forever discharge David Wood, each of the Loeb Plaintiffs and all Class members, and any and all of their past, present and future parents, subsidiaries, Affiliates, divisions, predecessors, successors and assigns, and their respective partners, officers, directors, stockholders, owners, employees, investors, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them, or any of them, from any and all actions, causes of action, suits, claims, debts, obligations, demands, liabilities, rights, damages, losses, costs, expenses (including, but not limited to, attorneys' fees and costs actually incurred) concerning the Released Claims, whether known or unknown, that have been, or could have been, asserted by the Dimensional Releasing Parties against them, from the beginning of time through the date of this Stipulation; provided, however, that this release shall not include claims to enforce the Settlement or this Stipulation.

Unknown Claims: The Parties acknowledge and understand that there is a risk that, subsequent to the execution of this Stipulation, they may discover claims that existed but were unknown or unanticipated at the time of the execution of this Stipulation, and which, if known on the date of the execution of this Stipulation, might have materially affected his, its or their decision(s) to enter into and execute this Stipulation. The Parties further agree that, by reason of the releases contained herein, they are assuming the risk of such unknown claims and agree that this Stipulation applies thereto.

The Parties hereby expressly waive all rights under the provisions of Section 1542 of the California Civil Code and any similar rights in any State or territory or under any similar statute or regulation of the United States or any of its agencies. Section 1542 of the California Civil Code reads as follows:

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.

The Parties acknowledge, warrant and represent that they are familiar with Section 1542 of the California Civil Code, and the effective import of that section, and that they elect to and hereby do release the other Parties as set forth above.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_  
(Month / Year) (City) (State / Country)

Signature of Claimant

Print Name of Claimant

Date 

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Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date 

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