

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GE DANDONG; LOH TUCK WOH PETER;
SINGAPORE GOVERNMENT STAFF CREDIT
COOPERATIVE SOCIETY, LTD; NI YAN AMY;
ANG SOO CHENG; CHOH GEK HONG
JOHNSON; NG SHOOK PHIN SUSAN; and
ZHAO YUZHENG,

Plaintiffs,

-vs.-

PINNACLE PERFORMANCE LIMITED;
MORGAN STANLEY ASIA (SINGAPORE) PTE;
MORGAN STANLEY & CO. INTERNATIONAL
PLC; MORGAN STANLEY CAPITAL SERVICES
INC.; MORGAN STANLEY & CO. INC.; and
MORGAN STANLEY,

Defendants.

10 Civ. 8086 (JMF) (GWG)

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *Ge Dandong et al. v. Pinnacle Performance Limited et al.*, No. 10 Civ. 8086 (S.D.N.Y.) (the “Action”), you must complete and, on Page 6 hereof, sign this Proof of Claim and Release (as used herein, the “Claim Form”). If you fail to file a properly addressed (as set forth in Paragraph I-3 below) Claim Form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.¹
2. Submission of this Claim Form, however, does not ensure that you will share in the proceeds of the Settlement in the Action.
3. YOU MUST SUBMIT YOUR COMPLETED AND SIGNED CLAIM FORM, POSTMARKED OR SUBMITTED BY EMAIL, ON OR BEFORE JUNE 2, 2015, ADDRESSED AS FOLLOWS:

GE DANDONG ET AL. V. PINNACLE PERFORMANCE LIMITED ET AL.
CLAIMS ADMINISTRATOR
c/o A.B. DATA, LTD.
30 DUXTON ROAD
#02-00
SINGAPORE 089494

OR

info@pinnaclenotesettlement.com

¹ Otherwise undefined terms have the definitions provided in the Settlement Agreement, dated November 7, 2014 (the “Stipulation”).

If you are NOT a member of the Class, as defined in the Notice of Pendency of Class Action Lawsuit and Proposed Settlement (the “Notice”), DO NOT submit a Claim Form.

4. If you are a member of the Class and you do not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Action, including the releases provided herein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

II. DEFINITIONS

1. “Defendants” means Pinnacle Performance Limited, Morgan Stanley Asia (Singapore) Pte., Morgan Stanley & Co. International plc, Morgan Stanley Capital Services Inc., Morgan Stanley & Co. Inc., and Morgan Stanley.
2. “Released Persons” and “Released Claims” are defined below.

III. CLAIMANT IDENTIFICATION

1. If you purchased Pinnacle Notes Series 1, 2, 3, 6, 7, 9, and/or 10 and held the Notes in your name, you are the beneficial purchaser, as well as the record purchaser. If, however, the Notes were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.
2. In Section IV below, use Part I of the form entitled “Claimant Identification” to identify each purchaser of record, if different from the beneficial purchaser of the Pinnacle Notes that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF PINNACLE NOTES UPON WHICH THIS CLAIM IS BASED, **NOT** THE RECORD PURCHASER.
3. All joint purchasers must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of Persons represented by them and their authority must accompany this Claim Form and their titles or capacities must be stated. The Singapore National Registration Identity Card Number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of your claim.

IV. CLAIM FORM

1. Use Part II of this Claim Form, entitled “Schedule of Transactions in Pinnacle Notes,” to supply all required details of your transaction(s) in Pinnacle Notes. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to *all* of your purchases and *all* of your sales of Pinnacle Notes that took place from January 1, 2006 to December 31, 2010, both dates inclusive (the “Class Period”), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction in the Class Period separately and in chronological order, beginning with the earliest. You must accurately provide the day, month and year of each transaction you list.
4. On the schedules, provide all of the requested information with respect to *all* monies you recovered in connection with your ownership of Pinnacle Notes during the Class Period, including but not limited to monies recovered as a result of settlements entered into with the Distributors (who may include, without limitation, CIMB-GK Securities Pte. Ltd., DMG & Partners Securities Pte. Ltd., Kim Eng Securities Pte. Ltd., OCBC Securities Pte. Ltd., Phillip Securities Pte. Ltd., Malayan Banking Berhad, UOB Kay Hian Pte. Ltd., DBS Vickers Securities (Singapore) Pte. Ltd., Hong Leong Finance Limited, and RHB Bank Berhad).
5. Purchase confirmations or other documentation of your transactions in Pinnacle Notes should be attached to your claim. Do **not** send original documents. If you no longer have copies of your purchase confirmations or statements, your broker may be able to get you copies. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim if the Claims Administrator cannot otherwise verify your transactions with records provided by Defendants.
6. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses.
7. If the Class Member chooses to be paid in Singapore Dollars, the conversion will be their portion of the Net Settlement Fund as calculated in US Dollars, then converted to Singapore Dollars using the published conversion rate in the *Wall Street Journal* four business days prior to distribution.

FOR OFFICE USE ONLY



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Ge Dandong et al. v. Pinnacle Performance Limited et al.
Civil Action No. 10 Civ. 8086 (JMF) (GWG)
PLEASE TYPE OR PRINT

MUST BE POSTMARKED OR SUBMITTED BY
EMAIL NO LATER THAN:
JUNE 2, 2015

PROOF OF CLAIM AD RELEASE FORM

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (LAST, First)

Joint Beneficial Owner's Name, if any (LAST, First)

Street Address

City

State

Postal Code

Foreign Province

Foreign Country

National Registration Identity Card Number

Email Address

Individual

Corporation / Other

Country Code

Telephone Number (work)

()

Country Code

Telephone Number (home)

()

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN PINNACLE NOTES

A. Purchases of Pinnacle Notes from January 1, 2006 through December 31, 2010, inclusive:

Purchase Date (Day/Mo./Year)	Series Number	Securities Account ("GSA") OR CPF bank code/ Depository Agent Code (if known)	Number of Notes Purchased (if known)	Purchase Price Per Note	Net Purchase Price (less commissions and fees)	Currency Type
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD

B. Sales (if any) of Pinnacle Notes from January 1, 2006 through December 31, 2010, inclusive:

Sale Date (Day/Mo./Year)	Series Number	Securities Account ("GSA") OR CPF bank code/ Depository Agent Code (if known)	Number of Notes Sold (if known)	Sale Price Per Note	Net Sale Price (less commissions and fees)	Currency Type
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD
						<input type="checkbox"/> USD <input type="checkbox"/> SGD

C. Number of Pinnacle Notes held on December 31, 2010: _____

D. Payments received in connection with Pinnacle Note ownership:

Payment Date (Day/Mo./Year)	Series Number	Amount Paid to You	Currency Type	Source of Payments ("Distributor" or "Other")
			<input type="checkbox"/> USD <input type="checkbox"/> SGD	
			<input type="checkbox"/> USD <input type="checkbox"/> SGD	
			<input type="checkbox"/> USD <input type="checkbox"/> SGD	
			<input type="checkbox"/> USD <input type="checkbox"/> SGD	

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Pinnacle Notes during the Class Period and know of no other Person having done so on my (our) behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish, and discharge, all of the Released Claims against each and all of the “Released Persons,” defined as: (i) each of the Defendants; (ii) any direct or indirect parent, subsidiary, affiliate, person or entity that is, was or will be related to or affiliated with any or all of them, is controlled by or under common control with any or all of them, or in which any or all of them has, had or will have a controlling interest; and (iii) the respective past, present or future family members, spouses, and heirs, as well as the respective past or present trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, and associates, of each and all of the persons and entities identified in (i) and (ii) above.
2. “Released Claims” means any and all claims, demands, losses, rights, causes of action, liabilities, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, that have been or could have been asserted in the Action or in any court, tribunal, forum, or proceeding (including, but not limited to, any claims arising under federal, state or foreign law, including, but not limited to, the laws of the Republic of Singapore, common law, statute, rule or regulation relating to alleged fraud, deceit, misrepresentation, breach of any duty, negligence, violations of the federal or state securities laws, or breach of contract), whether individual, class, direct, derivative, representative, legal, equitable, subrogation, or any other type, or in any other capacity, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, the Action or the Pinnacle Notes (“Release”). This Release extends to any and/or all Released Persons. Released Claims include all Unknown Claims.
3. “Unknown Claims” means any claim that any Class Member does not know or suspect exists in his, her, or its favor at the time of the Release as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement. Upon the Effective Date of the Stipulation, each Class Member shall be deemed to have, and by operation of the final order and judgment by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under California Civil Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or any principle of common law or foreign law (including, without limitation, the laws of the Republic of Singapore), which is similar, comparable or equivalent to § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiffs have read and understand this section and each Lead Plaintiff has had the opportunity to consult, and to be advised by, counsel regarding the rights and/or benefits afforded by California Civil Code section 1542. Lead Plaintiffs fully and completely understands the rights and/or benefits afforded by California Civil Code section 1542; therefore, the foregoing release, waiver, and relinquishment of any and all rights under California Civil Code section 1542, and any other statute(s) or common law principle(s) of similar effect, is made knowingly and voluntarily.

4. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Lead Plaintiffs, and by operation of law the members of the Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or previously existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for, was a material element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Stipulation and Settlement.
5. This release shall be of no force or effect unless and until the District Court approves the Stipulation and it becomes effective on the Effective Date.
6. I (We) hereby affirm that any settlements I (we) entered into with the Distributors (as such term is used in the section titled “The Distributors” in the Pricing Statement applicable for each Series of Pinnacle Notes) regarding the Pinnacle Notes were with respect to the conduct of the Distributors and not with respect to Defendants.
7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Pinnacle Notes that occurred during the Class Period, as well as the number of Pinnacle Notes held by me (us) on December 31, 2010, and the amount of recoveries I (we) received in connection with my (our) Pinnacle Note ownership.

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER APPLICABLE LAWS AND REGULATIONS THAT THE FOREGOING INFORMATION SUPPLIED BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____, 20____ in _____, _____.
(City/Province) (State/Country)

(Sign your name here)

(Signature of Joint Claimant, if any)

(Type or print your name here)

(Type or print name of Joint Claimant here)

Signature of Person Signing on behalf of Claimant

Print Name of Person Signing on behalf of Claimant

Capacity of Person Signing (Executor, Trustee, Custodian, etc.)

If eligible, I (we) would like to receive my distribution in Singapore Dollars:

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration. If the Claim Form is being submitted on behalf of Joint Claimants, then both must sign.
2. Remember to attach supporting documentation.
3. Do not send originals of any supporting documents.
4. Keep a copy of your Claim Form and all documentation submitted for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested. If you choose to submit by email you will receive a confirmation email from the Claims Administrator upon receipt.
6. If you move, please send your new address to the Claims Administrator at the address below.
7. THIS COMPLETED AND SIGNED CLAIM FORM MUST BE POSTMARKED OR SUBMITTED BY EMAIL ON OR BEFORE JUNE 2, 2015 TO:

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CLAIMS ADMINISTRATOR
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