

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:12-cv-02941-JLK

CRAIG TELKE, and
WILLIAM DOUGLAS MORELAND,
Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

NEW FRONTIER MEDIA, INC.,
ALAN ISAACMAN,
MELISSA HUBBARD,
HIRAM J. WOO, and
WALTER TIMOSHENKO,

Defendants.

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. All capitalized terms not otherwise defined shall have the same meanings as set forth in the Stipulation of Settlement dated April 27, 2015 (“Stipulation”), which can be downloaded at www.rg2claims.com/newfrontier.html.

2. To recover as a member of the Class based on your claims in the action entitled *Craig Telke and William Douglas Moreland v. New Frontier Media, Inc., et. al.*, Civil Action No. 1:12-cv-02941-JLK (the “Action”), you must complete and, on page 5 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 4 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Amount created in connection with the proposed settlement of the Action.

3. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the settlement of the Action.

4. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED OR SUBMITTED ELECTRONICALLY ON OR BEFORE AUGUST 31, 2015, ADDRESSED AS FOLLOWS:

New Frontier Shareholder Litigation
Claims Administrator
RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: info@rg2claims.com

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

5. If you are a member of the Class and you do not timely request exclusion from the Class, you are bound by the terms of any judgment entered in the litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

1. “Class” means, as certified by the Court, all persons and/or entities who held shares of New Frontier common stock at any time from and including October 15, 2012 through and including November 27, 2012 (the “Class Period”), whether beneficially or of record, including the legal representatives, heirs, successors-in-interest, transferees, and assignees of all such foregoing holders, but excluding Defendants, New Frontier, LFP, the directors and executive officers of New Frontier who served in those capacities during the Class Period, and their legal representatives, heirs, successors-in-interest, transferees, and assignees. Also excluded from the Class are those persons or entities who timely and properly request exclusion from the Class pursuant to the instructions set forth in the Notice approved through the Preliminary Approval Order.

2. “Defendants” means New Frontier, Alan Isaacman, Melissa Hubbard, Walter Timoshenko and Hiram J. Woo.

3. “Released Persons” means (i) Defendants and all past or present directors, officers, shareholders or employees of New Frontier; (ii) LFP and all past or present directors, officers, shareholders or employees of LFP; (iii) any and all past or present direct or indirect affiliates, parents, subsidiaries, shareholders, general partners, limited partners, partnerships, members, associates, predecessors, or successors of New Frontier and LFP and the respective officers, directors, managing directors, employees, agents, attorneys, advisors, insurers, accountants, auditors, trustees, financial advisors, lenders, investment bankers, representatives, heirs, executors, personal representatives, estates, administrators, predecessors, successors, and assigns of any of the foregoing.

III. CLAIMANT IDENTIFICATION

If you held New Frontier common stock at any time from and including October 15, 2012 through and including November 27, 2012, and held the certificate(s) in your name, you are the beneficial holder as well as the record holder. If, however, you held New Frontier common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

Use Part I of this form entitled “Claimant Identification” to identify each holder of record (“nominee”), if different from the beneficial holder of New Frontier common stock which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S) OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S) OF THE NEW FRONTIER COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

All joint holders must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) 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 the claim.

IV. CLAIM FORM

Use Part II of this form entitled “Schedule of Shares of New Frontier Common Stock Tendered in the Acquisition for \$2.06 in Cash Per Share or Cashed Out in the Back-End Merger for \$2.06 Per Share” to supply the number of shares of New Frontier common stock you held during the Class Period and for which you received \$2.06 per share.

Broker confirmations or other documents verifying that you held New Frontier common stock during the Class Period and tendered it in the acquisition of New Frontier by LFP at the price of \$2.06 per share or were cashed out of your shares for \$2.06 per share, should be attached to your claim. Failure to do so could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large holdings in New Frontier common stock may request, or may be requested, to submit information regarding their transactions in electronic format. All claimants **MUST** submit a manually signed paper Proof of Claim and Release form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at info@rg2claims.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART II: SCHEDULE OF SHARES OF NEW FRONTIER COMMON STOCK TENDERED IN THE ACQUISITION FOR \$2.06 IN CASH PER SHARE OR CASHED OUT IN THE BACK-END MERGER FOR \$2.06 PER SHARE

A. Number of shares of New Frontier common stock you held and tendered in the acquisition of New Frontier by LFP at the price of \$2.06 per share or were cashed out of in the back-end Merger for \$2.06 per share (*Be sure to attach the required documentation*):

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Proof Enclosed: Yes
 No

YOU MUST ALSO READ AND SIGN THE RELEASE ON PAGE 5.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement (the “Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the U.S. District Court for the District of Colorado, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the New Frontier common stock I (we) held between October 15, 2012 and November 27, 2012 for which we received \$2.06 per share, 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 and discharge from and covenant not to sue with respect to, the Released Claims each and all of the Released Parties.

2. “Released Claims” means any and all claims which are based on, arise out of, result from, relate 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, that (i) were alleged, asserted, set forth, or claimed in the Action against the Released Persons; or (ii) could have been alleged, asserted, set forth, or claimed in the Action or in any other action, court (whether state or federal), tribunal, forum, or proceeding by the Releasers including, but not limited to, claims under any and all federal or state securities laws (including those within the exclusive jurisdiction of the federal courts), which arise out of the Class Members’ status as former New Frontier stockholders, and which are based on, arise out of, result from, relate in any way to, or involve, directly or indirectly: the Tender Offer, the Merger; the New Frontier Board’s recommendation of the Tender Offer and approval of the Merger; the New Frontier Board’s consideration, or potential consideration, of the Merger and alternatives to the Merger; disclosures made to New Frontier stockholders in connection with the Tender Offer and Merger; the institution, prosecution, assertion, settlement, or resolution of the Action; or Class Members’ ownership of New Frontier common stock during the Class Period; provided, however, that the Released Claims shall not include (i) the right of an Party to enforce the Stipulation; or (ii) any of Defendant’s rights to (a) indemnification or (b) insurance coverage under applicable insurance policies.

3. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

4. 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.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings in New Frontier common stock requested in this Proof of Claim and Release form.

6. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

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

Executed this _____ day of _____ (Month/Year) in _____ (City) _____ (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser,
Executor or Administrator)

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

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.