

# **NOTICE OF CLASS CERTIFICATION AND PROPOSED \$8.5 MILLION SETTLEMENT OF CLASS ACTION**

District Court of Tulsa County, State of Oklahoma

**If you owned a Zero Coupon Series B Bond issued by Greater Southwestern Funding Corporation throughout the period from December 1, 1987 through July 26, 1994, you could get a payment from a class action settlement.**

*An Oklahoma District Court has authorized this Notice. This is not a solicitation from a lawyer.*

- The Oklahoma District Court has certified a class of certain investors in Zero Coupon Series B Bonds issued by Greater Southwestern Funding Corporation (the “Class”) in a lawsuit against the Bond Indenture Trustee, Shawmut Bank, N.A., now Bank of America, N.A. (the “Trustee”), arising from events involving Reading & Bates Corporation (“R&B”). The Class consists of:
  - all persons, wherever they reside, who owned a Series B Bond or Bonds on December 1, 1987 and continued to own that Series B Bond or Bonds through July 26, 1994, inclusive, and who do not file opt-out notices in the manner specified in this Notice. The Settlement Class includes Pacific Mutual Life Insurance Company or any other person who has succeeded to the rights of Pacific Mutual Life Insurance Company with respect to Pacific Mutual Life Insurance Company’s ownership of Series B Bonds throughout the class period, if Pacific Mutual Life Insurance Company or such entity that has succeeded to its rights does not file an opt-out notice in the manner specified in this Notice.
- You are receiving this Notice because the court-approved attorneys for the Class representatives (“Class Counsel”) believe, based on the information available to them, that you may be a member of the Class.
- A proposed settlement (the “Settlement”) will provide \$8,500,000.00 plus interest (the “Settlement Fund”) to settle certain claims that have been brought on behalf of the Class against the Trustee, and to pay attorney fees and costs. The complete terms of the Settlement are embodied in a lengthy Settlement Agreement.

- The Settlement resolves a lawsuit (the “Lawsuit”) in which the Class claims that the Trustee breached duties to the Class in the course of a default by R&B under its lease of the Mid-Continent Tower in Tulsa, Oklahoma (the “Tower”) and the release of collateral securing the Zero Coupon Series B Bonds (the “B Bonds”). The Settlement will provide substantial amounts of money to the Class, and will enable the Class (and other parties) to avoid further delays, costs and risks from continuing to pursue the Lawsuit. The Settlement will also require the Class to release the Trustee and five holders of Series A Bonds (the “Series A Bondholders”) from liability with regard to the claims made in the Lawsuit.
- Class Counsel will ask the Court to award them forty percent (40%) of the Settlement Fund as attorneys fees for investigating the facts, litigating the Lawsuit over a period of 14 years, and negotiating the Settlement, and to approve reimbursement of \$35,000 in costs and expenses. Class Counsel will also ask the Court to approve payment of \$5,000 in compensation to each of the two Class Representatives who filed and have prosecuted the lawsuit.
- If the Court approves the Settlement, and if the settlement payments are funded as provided in the Settlement Agreement, all claims which members of the Settlement Class have or might have against the Trustee and the Series A Bondholders in connection with the Lawsuit will be released on their behalf by the Class Representatives.
- The two sides disagree as to who would have prevailed in a trial, and if the Class had prevailed what recovery may have been received.
- **Your legal rights may be affected whether you act or don’t act. Read this Notice carefully.**
- **If you qualify as a member of the Class, you have the right to file an “opt-out” election and to exclude yourself from the Class. If you “opt out” of the Class, you will not be bound by the proceedings or by a judgment in the Lawsuit, but you also will not share in proceeds from the Settlement.**
- **If you qualify as a member of the Class, and if you do not file an “opt-out” election, you will remain a member of the Class. In that case you may participate in the Settlement, or you may object to the Settlement. However, you will remain a member of the Class even if the Settlement is not approved.**
- Your options are summarized in the following table and explained more fully in this Notice.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment from the Settlement Fund (if you qualify as a member of the Class).
<b>OBJECT</b>	Write to the Court explaining what you don't like about the Settlement (or any part of it) and submit a Claim Form. <b>FOLLOW INSTRUCTIONS CAREFULLY.</b>
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement. <b>You must both object in writing and speak at the hearing to preserve your right to appeal.</b>
<b>DO NOTHING</b>	If you qualify as a member of the Class and take no action (i.e., you do not opt out and you do not submit a claim form), you will be part of the Class and your claims will be released, but you will not receive any payment from the Settlement Fund.
<b>EXCLUDE YOURSELF (“OPT OUT”)</b>	You may file an “Opt Out” Form if you do not wish to remain a member of the Class. In that case you will not be bound by proceedings in the case. However, you also will not participate in the Settlement if it is approved.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court in which the Lawsuit is pending will decide whether to approve the Settlement. If the Court enters an Order approving the Settlement as sought by the parties, and if the Trustee complies with its payment obligations under the Settlement Agreement, and if no Class member successfully appeals, payment will be made from the Settlement Fund to each member of the Class who has timely submitted a properly-executed Claim Form proving membership in the Class. Such payments will be made within thirty days following the final sale of the Tower, but in any event no later than nine months (270 days) after the entry of the Court's Order approving the Settlement. Interest will accrue on the Settlement Fund before payment. Please be patient.

## WHAT THIS NOTICE CONTAINS:

<b>BASIC INFORMATION</b> .....	<b>PAGES 5-6</b>
1. Why did I get this Notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a proposed settlement?	
<b>AM I A MEMBER OF THE CLASS?</b> .....	<b>PAGES 6-7</b>
5. How do I know if I am a member of the Class?	
6. Are there exceptions to being included?	
7. I'm still not sure if I am included.	
<b>EXCLUDING YOURSELF FROM THE CLASS</b> .....	<b>PAGES 7-8</b>
8. How do I exclude myself from the Class?	
9. If I don't exclude myself, can I sue the Trustee for the same thing later?	
10. If I exclude myself, can I get money from this Settlement?	
11. What happens to my share of the Settlement Funds if I opt out?	
<b>THE PROPOSED SETTLEMENT</b> .....	<b>PAGES 8-10</b>
12. What does the proposed Settlement provide?	
13. Are there conditions to the Settlement?	
14. How much would my payment be?	
15. When will I receive my payment?	
<b>HOW TO SUBMIT A CLAIM FORM</b> .....	<b>PAGES 10-11</b>
16. How can I get a payment?	
17. If I submit a Claim Form, is it certain that I will be paid?	
18. When would I get my payment?	
19. What am I giving up to get a payment or to stay in the Class?	
<b>THE LAWYERS REPRESENTING YOU</b> .....	<b>PAGES 11-12</b>
20. Do I have a lawyer in the case?	
21. How will Class Counsel be paid and why?	
<b>OBJECTING TO THE SETTLEMENT</b> .....	<b>PAGES 12-13</b>
22. How do I tell the Court that I don't like the settlement?	
23. What is the difference between objecting and excluding?	
<b>THE COURT'S FAIRNESS HEARING</b> .....	<b>PAGES 13-14</b>
24. When and where will the Court decide whether to approve the Settlement?	
25. Do I have to come to the hearing?	
26. May I speak at the hearing?	
<b>IF YOU DO NOTHING</b> .....	<b>PAGE 14</b>
27. What happens if I do nothing at all?	
<b>GETTING MORE INFORMATION</b> .....	<b>PAGE 14</b>
28. How do I get more information?	

## BASIC INFORMATION

### 1. Why did I get this notice package?

You or someone in your family may have owned Series B Bonds that were issued by Greater Southwestern Funding Corporation in 1984 and sold to investors beginning in 1985.

The Court has directed that this Notice be sent to persons, including you, who may be members of the Class, so that you will be informed about the pending class action and the proposed Settlement and about the options available to Class members, including the right to file a Claim for a portion of the Settlement Funds, the right to object to the Settlement, and, if you do not want to be part of the Class, the right to file an “Opt Out” notice.

This package explains the claims, your legal rights, the proposed Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the claims is the District Court in and for Tulsa County, State of Oklahoma, and the Lawsuit is known as Shawmut Bank, N.A. v. Fourth Street Associates, Case No. CJ-94-03054.

### 2. What is this Lawsuit about?

The Trustee commenced the Lawsuit to foreclose on the Tower and related property. The Class intervened in the Lawsuit, claiming that the Trustee had breached its duties in responding to R&B’s default on its lease of the Tower. The R&B lease was the mechanism by which monies were expected to be generated to pay the amounts due on the B Bonds upon their maturity dates from 1999 through 2009. After intervention, a Class was certified, consisting of all persons who owned Series B Bonds on December 1, 1987 (the date of the first default) and continued to own those Series B Bonds through July 26, 1994. The class certification ruling was upheld on appeal. The claims against the Trustee then proceeded as a class action. Two other appeals also occurred, and the Class prevailed on each of them. The most recent of these appeals concluded approximately one year ago.

The Class claims that the Trustee breached its duties under the Trust Indenture governing the Bonds and the common law of Oklahoma in failing to sell the Tower in December 1987 when R&B defaulted on its Tower lease and in agreeing to distribute all funds from settlement with R&B only to the Series A Bondholders instead of ratably sharing those funds with the Class. In addition, the Class claims other breaches of the Trust Indenture by the Trustee.

Current holders of Series B Bonds will have a right, if they continue to hold those bonds, to a share of the proceeds from the sale of the Tower when it occurs, regardless of their action in response to this Notice.

This Lawsuit and the claims of the Class do **not** relate to payment of the B Bonds upon their maturity. A separate lawsuit is presently pending that asks for such payment for certain holders:

Michael A. Brady v. UBS Financial Services, Inc., and Greater Southwestern Funding Corporation, Case No. 06-CV-282-TCK(SAJ), in the United States District Court for the Northern District of Oklahoma. Class Counsel herein has brought that lawsuit.

### 3. Why is this a class action?

In a class action, one or more Class Representatives (in this case, David B. Magill and John R. Roberson) sue on behalf of themselves and other people in a group defined by a court, all of whom have similar claims. All these people are members of the class. One court resolves the claims of all class members, except for those who exclude themselves from (or opt out” of) the Class. District Court Judge Michael Gasset is in charge of this class action.

### 4. Why is there a proposed settlement?

The Lawsuit is ongoing. The Court has not reached a decision on the Class’s claims in favor of either the Class or the Trustee. Class Counsel think the Class could be awarded damages of not less than approximately \$3.5 million, plus interest, if the Class could prevail upon a trial. The Trustee thinks the Class would not have won anything upon a trial. However, there was no trial. Instead, both sides agreed to the Settlement. That way, both sides avoid the cost and delay of a trial and possible appeals, and Class members are certain of obtaining the compensation provided by the Settlement. The Class Representatives and the Class Counsel think the Settlement is best for all Class members.

This Settlement does not affect the foreclosure of the mortgage on the Tower, except it assures that those who continue to hold B Bonds will also have the right to receive a total of 23.32020967% of the net proceeds from the sale of the Tower to be distributed to current holders of B Bonds. Under the Settlement Agreement, the Series A Bondholders may not aggregate their Bonds and bid those Series A Bonds in connection with a foreclosure sale of the Building, for themselves. Rather, the Trustee may bid the Notes that were pledged to the Trustee in connection with a foreclosure sale of the Building and is given a reasonable period, not less than 275 days (from the date on which a judgment in the foreclosure is entered) to effect a sale at the best price possible.

## **AM I A MEMBER OF THE CLASS?**

To see if your rights are affected by the Lawsuit, and whether you have a right to receive payment under the proposed Settlement, you first have to determine whether you are a member of the Class.

### 5. How do I know if I am a member of the Class?

Judge Gasset decided that everyone who fits this description is a member of the Class: *All people or entities who owned a Series B Bond throughout the period from December 1, 1987 through July 26, 1994*. The period from December 1, 1987 through July 26, 1994 is called the Class Period.

**6. Are there exceptions to being included?**

No. You are a Class member if you owned one or more B Bonds throughout the entire Class Period. Contact your broker to see if you held one or more B Bonds throughout the entire Class Period.

**7. I'm still not sure if I am included.**

If you are still not sure whether you are included in the Class, you can ask for free help by calling Class Counsel at 1-918-587-1800 for more information. Or you can fill out and return the Claim Form described in Question 10 below, and enclosed herewith, to see if you qualify.

## **EXCLUDING YOURSELF FROM THE CLASS**

If you are entitled to be a member of the Class but you do not want to be bound by the proceedings and the judgment in the Lawsuit, then you must take steps to exclude yourself from the Class. This is referred to as opting out of the Class.

**8. How do I exclude myself from the Class?**

To exclude yourself from the Class, you must send, on or before the date stated in the sentence in bold face below, the enclosed Opt-Out Form. **You must mail this Opt-Out Form postmarked no later than July 17, 2009 to:**

Pinkerton & Finn, P.C.  
Penthouse Suite  
15 E. 5th Street  
Tulsa, OK 74103-4303

If you exclude yourself from the Class, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Lawsuit, and you will not be releasing your own claims pursuant to the Settlement Agreement. You may have Claims against the Trustee which will not be settled in this Lawsuit.. However, you must be mindful of the potential expiration of the appropriate statute of limitations. No assurance is offered as to whether persons who opt out of the Class would be able to pursue claims separately from the Lawsuit.

**9. If I don't exclude myself, can I sue the Trustee for the same thing later?**

No. Unless you opt out, you will be part of the Class and your claims will be resolved as part of the Lawsuit. You must exclude yourself from *this* Class if you wish potentially to commence your own suit. Remember, the exclusion or opt out deadline is **July 17, 2009**.

**10. If I exclude myself, can I get money from this Settlement?**

No. If you opt out, you may not send in a Claim Form to ask for any money. You may attempt to sue, or be part of a different lawsuit against the Trustee, but you should seek independent legal advice to be certain of your rights.

**11. What happens to my share of the Settlement Funds if I opt out?**

To the extent any Class members opt out of the Settlement, are not located, or do not timely return completed Claim Forms, all Settlement funds attributable to their Series B bonds will be returned to the Trustee after payment of the applicable attorneys' fees and expenses and compensation for the Class Representatives.

## **THE PROPOSED SETTLEMENT**

**12. What potential benefits does the proposed Settlement provide?**

The Trustee and the Series A Bondholders have agreed to create an \$8,500,000 Settlement Fund. The Settlement Fund will not only be used to pay the Class members who send in valid and timely Claim Forms, but it will also be used to pay the Class Counsel for their services and expenses (in amounts approved by the Court), as well as to pay compensation not in excess of \$5,000 (in the amount approved by the Court) to the Class Representatives for their services. Portions of the Settlement Fund that otherwise would have gone to Class members who file opt-out notices or who do not file valid and timely Claim Forms will be returned to the Trustee.

**13. Are there conditions to the Settlement?**

Yes. The most important is that the Court must approve the Settlement. Approximately 110 days after the date of the mailing of this Notice, Judge Gasset will hold a fairness hearing on the Settlement ("Fairness Hearing"). At the Fairness Hearing the Court will hear any objections to the Settlement by members of the Class and applications for attorneys' fees and expenses and Class Representative compensation. After the hearing, the Court will be asked to issue an order approving the Settlement and a Plan of Distribution that prescribes the method for determining the amount to be paid to each Class member who submits a valid Claim Form on a timely basis, and awarding attorneys' fee and expenses and Class Representative compensation. If the Court does not approve the Settlement, or if it approves it and that approval is reversed on appeal, the Settlement will not proceed, at least on its current terms.

Another important condition imposed by the Trustee and certain Series A Bondholders is their right to elect to terminate the Settlement Agreement if Class members representing more than 20% of the total December 1993 Value for 100% of the Series B Bonds (as defined in the Settlement Agreement) decide to opt out of the Class.



**14. How much would my payment be?**

If the Settlement is approved, and if the termination right described above is not applicable or is not exercised, and the Class Order becomes final, then each Class member that timely submitted a valid Claim Form will be entitled to receive a fixed percentage of the balance in the Settlement Fund after the payment of the attorneys' fees, expenses and compensation that are awarded by the Court. The percentage of that balance that each Class Member will be entitled to receive is based on the face amount and maturity date of the B Bond or B Bonds that the Class member owned throughout the Class Period.

Each Class member who has returned a valid Claim Form will be entitled to receive, if such Claim Form is approved, in respect of each \$10,000 in face amount of such B Bonds, the following percentage of the balance remaining in the Settlement Fund, depending on the maturity date or dates of the B Bond or B Bonds owned by that Class member:

Maturity Date	Percentage of Funds Available for Distribution for Each \$10,000 in Face Amount of Class B Bonds
December 1, 1999	0.00997121620053%
June 1, 2000	0.00920703250280%
December 1, 2000	0.00850141505337%
June 1, 2001	0.00790426371436%
December 1, 2001	0.00730186024421%
June 1, 2002	0.00674536743114%
December 1, 2002	0.00623128631053%
June 1, 2003	0.00583249532596%
December 1, 2003	0.00539172204849%
June 1, 2004	0.00498425888467%
December 1, 2004	0.00460758852292%
June 1, 2005	0.00430482187527%
December 1, 2005	0.00398133815054%
June 1, 2006	0.00368216245136%
December 1, 2006	0.00340546816311%
June 1, 2007	0.00318907510197%
December 1, 2007	0.00295079815125%
June 1, 2008	0.00273032445177%
December 1, 2008	0.00252632380455%
June 1, 2009	0.00237128743130%

For example, if the balance in the Settlement Fund is \$5,000,000, a Class member who owned B Bonds with a face amount of \$35,000 and a maturity date of June 1, 2006 would be entitled to receive  $(\$35,000 \div \$10,000) \times 0.00368216245136\% \times \$5,000,000$ , or \$644.38, and a Class member who owned B Bonds with a face amount of \$5,000 and a maturity date of December 1, 2002 would be entitled to receive  $(\$5,000 \div \$10,000) \times 0.00623128631053\% \times \$5,000,000$ , or \$155.78.

**15. When will I receive my payment?**

Another important condition imposed by the Trustee and Series A Bondholders is that the complete funding of the Settlement will not occur until the Tower is sold or until 270 days after the Class Order is entered, whichever is earlier. After funding, payments to the Class Members will be made as soon as possible after the Class Order is final, *i.e.* there are no appeals, or any appeal is resolved. Interest will accrue on your payment from the date of the Class Order.

## **HOW TO SUBMIT A CLAIM FORM**

**16. How can I get a payment?**

To qualify for a payment, you must send in a Claim Form. A Claim Form is enclosed with this Notice. **You may also print a Claim Form from the internet at [www.pinkertonfinn.com](http://www.pinkertonfinn.com)**, by clicking on Bond Settlement. Read the instructions carefully, fill out the form, include all the documents asked for in the form, sign it, and mail it postmarked no later than **August 17, 2009**, to B Bond Settlement, Pinkerton & Finn, P.C., Penthouse Suite, 15 E. 5<sup>th</sup> Street, Tulsa, Oklahoma 74103-4303.

Your Claim Form will be reviewed to determine whether you qualify as a Class member. If your Claim Form is approved, you will receive payment according to the Plan of Allocation that is approved by the Court. As presently agreed by the Parties, the Plan of Allocation is described in Section 14 above.

**17. If I submit a Claim form, is it certain that I will be paid?**

Payment depends on several factors.

First, you must be a Class member.

Second, you must submit a proper Claim Form on a timely basis.

Third, you must not exclude yourself from the Class.

Fourth, the Court must approve the Settlement, and any objection to the Settlement that is pursued on appeal must be overcome.

Fifth, the Settlement must not be terminated pursuant to the termination option that is described above in answer to Question 13.

**18. When would I get my payment?**

The Court will be asked to enter an order approving the Settlement after the Fairness Hearing that is scheduled for **September 21, 2009**. Under the Settlement Agreement, the Settlement Fund

will be fully funded thirty days following the final sale of the Tower, but in any event no later than nine months (270 days) following the entry of an order approving the Settlement. Any appeal from the approval of the Settlement could extend the period for actual payment. Interest will accrue on the Settlement Fund until payment is made to you. Your payment with interest will be mailed after full funding and the resolution of any appeal.

**19. What am I giving up to get a payment or to stay in the Class?**

Unless you exclude yourself by opting out using the enclosed opt-out form, you will remain a member of the Class, and that means that you won't be able to sue, continue to sue, or be part of any other lawsuit against the Trustee or the Series A Bondholders about the legal issues in the Lawsuit. It also means that all of the Court's orders and its judgment in the Lawsuit will apply to you and legally bind you. If the Settlement is approved, then your claims against the Trustee and the Series A Bondholders will be released when the final payment is made into the Settlement Fund. By remaining in the Class, a current B Bond holder does **not** give up its rights to a share of the proceeds from the sale of the Tower.

## **THE LAWYERS REPRESENTING YOU**

**20. Do I have a lawyer in this case?**

Yes. The Court, upon application, approved the law firm of Pinkerton & Finn, P.C. of Tulsa, Oklahoma to represent you and other Class members, in which role they have served since 1995. These lawyers are called Class Counsel. You will not be personally charged for these lawyers. If you want independent legal advice, you should hire your own lawyer at your own expense.

**21. How will Class Counsel be paid and why?**

Oklahoma statutes permit attorney fees up to 50% of a recovery. Normally a 50% attorney fee is sought in cases where the attorneys bear all the expenses of the litigation. In this case, Class Counsel has paid all the expenses of this litigation for the past 14 years, and no attorney fees have ever been paid. This case has been hard fought from the inception. Approximately 25 motions were filed, all of which required extensive briefing and numerous hearings before the Court. Investigating and marshaling the relevant facts in this very complex case included document review of several thousand pages and taking depositions. Three separate appeals were filed over the years, with results favorable to the Class and which allowed this case to proceed. Class Counsel also negotiated the settlement which has taken hundreds of hours of work since January 2009.

Class counsel will ask the Court to approve payment of forty percent (40%) of the Settlement Fund to them for attorney fees, approximately \$35,000 in expenses, and payment of \$5,000 each to David B. Magill and John R. Roberson for their services as Class Representatives. A copy of Counsel's Motion and the papers supporting it will be posted at [www.pinkertonfinn.com](http://www.pinkertonfinn.com) on June 18, 2009. The Court may award less than these amounts. The fees, expenses, and payments that

the Court awards will be paid from the Settlement Fund. These amounts will reduce the \$8,500,000 available for Class Members. The Trustee and Series A Bondholders have agreed, as part of the Settlement Agreement, that they will not oppose these requests. The Trustee will also separately pay \$100,000 toward the costs to administer the Settlement. If that sum does not cover the expenses, Class Counsel may apply to the Court for reimbursement of additional costs from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

If you stay in the Class, you can tell the Court that you don't agree with the proposed Settlement or some part of it.

### 22. How do I tell the Court that I don't like the Settlement?

If you're a Class member, you can object to the proposed Settlement if you don't agree with any part of it. To object, in addition to filing a Claim Form, you must send a letter saying that you object to the proposed Settlement. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement and whatever proof of ownership of B Bonds you wish to provide. **If you object, you must give reasons why you think the Court should not approve the Settlement.** The Court may consider your views if you submit or present evidence of your ownership of specific B Bonds throughout the Class Period.

Your objection must contain:

- (1) A heading, referring to the Case Number (CJ-94-03054) and to the District Court of Tulsa County, State of Oklahoma.
- (2) A statement as to whether the objector intends to appear at the Fairness Hearing scheduled for **September 21, 2009**, either in person or through counsel, and if through counsel, identifying counsel by name, address, and telephone number.
- (3) A detailed statement of the specific legal and factual basis for each and every objection.
- (4) A list of witnesses the objector may call at the Fairness Hearing, together with a brief summary of the expected testimony of each witness.
- (5) A list and copies of any exhibits which the objector may seek to use at the Fairness Hearing.
- (6) A list of any legal authority the objector may present at the Fairness Hearing.

You must mail (or personally deliver) the objection to **each** of these **three different places** postmarked no later than **August 17, 2009**:

COURT	CLASS COUNSEL	TRUSTEE COUNSEL
Clerk of the Court Tulsa County District Court Courthouse 500 S. Denver Avenue Tulsa, Oklahoma 74103	Laurence L. Pinkerton, Esq. PINKERTON & FINN, P.C. 15 E. 5th Street, Penthouse Suite Tulsa, Oklahoma 74103-4303	Roy Breedlove, Esq. FELLERS, SNIDER 321 S. Boston, Suite 800 Tulsa, Oklahoma 74103-3318

**23. What is the difference between objecting and opting out?**

Objecting is simply telling the Court that you don't like something about the Settlement and don't want the Court to approve it. You can object only if you stay in the Class. Opting out of the Class is telling the Court that you don't want to be part of the Class. If you opt out, you have no basis to object because the Settlement of the Class Claims no longer affects you.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a Fairness Hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the Fairness Hearing, but you don't have to do so. However, if you do not attend the Fairness Hearing, you will not be able to appeal in the event the Court overrules your objection.

**24. When and where will the Court decide whether to approve the Settlement?**

The Fairness Hearing is scheduled for 9:00 AM on Monday, **September 21, 2009**, at the Courthouse for the District Court for Tulsa County, Oklahoma, 500 S. Denver Avenue, Tulsa, Oklahoma, in Courtroom 506. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. Judge Gasset will listen to Class members (or their counsel) who have asked to speak at the Fairness Hearing. At or after the Fairness Hearing, the Court will also decide how much to pay to Class Counsel as compensation and for reimbursement of costs and expenses, and will consider the request for compensation to the Class Representatives. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**25. Do I have to come to the hearing?**

No. So long as you submitted your objection in accordance with these instructions, the Court will consider it. However, you are welcome to come at your own expense, or to have your own lawyer attend. If you send an objection, you don't have to come to Court to talk about it.

However, if you want to appeal from the Court’s ruling on your objection, you must **both** file an objection as described in Section 21 above **and** appear at the hearing.

**26. May I speak at the Fairness Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in Shawmut Bank v. Fourth Street Associates.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **August 17, 2009**, and must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 20 above. You cannot speak at the hearing if you opt out of the Class.

## **IF YOU DO NOTHING**

**27. What happens if I do nothing at all?**

If you do nothing, you’ll get **no money** from the Settlement Fund. You also won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Trustee or the Series A Bondholders about the legal issues in the Lawsuit, **ever again**. Doing nothing will not affect your right to receive proceeds from the sale of the Tower.

## **GETTING MORE INFORMATION**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement.

**28. How do I get more information?**

You can call 1-918-587-1800; write to Pinkerton & Finn, P.C., Penthouse Suite, 15 E. 5th Street, Tulsa, Oklahoma 74103; or visit the website at [www.pinkertonfinn.com](http://www.pinkertonfinn.com), where you will find the Settlement Agreement, a Claim Form, plus other information to help you determine whether you are a Class member and whether you are eligible for a payment.

This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in this action are available for inspection, during business hours, at the District Court of Tulsa County, Oklahoma, 500 S. Denver Ave., Tulsa, OK 74103. Ask the Civil Clerk for *Shawmut Bank, N.A., (Bank of America) v. Fourth Street Associates, et al.*, Case No. CJ-94-3054.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION IN REGARD TO THIS LAWSUIT.**

DATED: MAY 19, 2009.