

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

IN RE TREMONT SECURITIES LAW, STATE  
LAW AND INSURANCE LITIGATION

MASTER FILE NO.:  
08 CIV. 11117 (TPG)

This Document Relates To:

Insurance Action, 09 Civ. 557 (TPG)

**NOTICE OF PENDENCY OF CLASS ACTION, MOTION FOR FINAL APPROVAL OF PROPOSED  
SETTLEMENT OF THE INSURANCE ACTION, HEARING ON PROPOSED SETTLEMENT  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

TO: All Persons who purchased or otherwise acquired Variable Universal Life ("VUL") insurance policies or Deferred Variable Annuity ("DVA") policies (collectively, the "Policies") issued by Tremont International Insurance Limited ("TIIL") or Argus International Life Bermuda Limited ("Argus International") from May 10, 1994 - December 11, 2008 (the "Class Period") to the extent those policies were invested in Rye Select Broad Market Insurance Portfolio LDC ("Insurance Portfolio"), and Rye Select Broad Market XL Portfolio Limited ("XL Portfolio") (together, "Argus Rye Funds"), including any and all past and present heirs, executors, administrators, successors and assigns, policy holders, policy owners, policy beneficiaries, parties responsible for payment of policy premiums, trusts, trustees, insureds, and/or any other party with any direct or indirect interest in the Policies during the Class Period and who sustained losses thereby, but excluding the Individual Settling Insurance Plaintiffs (defined below)<sup>1</sup> (the "Insurance Subclass").

**The purpose of this Notice is to provide you with Notice of a Motion to Approve the Settlement, Notice of Motions to Approve Attorneys' Fees and Expenses, Notice of the Scheduling of the Final Fairness Hearing on the Motion for June 1, 2011, and Information Regarding how to Access and Inspect the Motion and Settlement Documents in Advance of the Hearing. Each and all of the documents related to the Settlement are available for inspection at the offices of Plaintiffs' Settlement Class Counsel during regular business hours. The documents are also available for review and download on the Settlement website set up by the Notice and Claims Administrator, [www.tremontlitigationsettlements.com](http://www.tremontlitigationsettlements.com).**

In addition, this Notice describes: (a) the pendency of this action (the "Insurance Action"); (b) the proposed partial settlement (the "Settlement")<sup>2</sup> of the Insurance Action, as well as certain related actions that were consolidated for pretrial purposes under the above caption (the "State Law Action" and the "Securities Action," and, together with the Insurance Action, the "Actions"); (c) the proposed distribution of the Settlement; and (d) the hearing to be held by the Court (the "Fairness Hearing") on June 1, 2011, at which time the Court will consider, among other matters: (i) whether the Settlement should be approved; and (ii) the motion of Plaintiffs' Insurance Settlement Class Counsel for an award of attorneys' fees and reimbursement of expenses.

This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement on the basis of your membership in the Insurance Subclass or wish to be excluded from the Insurance Subclass.

**A Federal Court authorized this Notice. This is not a solicitation from a lawyer.**

<sup>1</sup> Also excluded from the Insurance Subclass are the Settling Defendants, the current and former officers and directors of Defendants, and the Individual Settling Defendants' spouses and dependent children, and their successors, and legal representatives. Also excluded from the Insurance Subclass are all persons and entities who exclude themselves from the Settlement of the Insurance Action by timely requesting exclusion in accordance with the requirements set forth in response to Question 15.

<sup>2</sup> The Settlement was entered into by and between the Settling Plaintiffs and the Settling Defendants (each defined below) and *is separate from and in addition to* the July 21, 2009 partial settlement agreement (the "Argus Settlement") between the Insurance Class Plaintiffs, the Individual Settling Insurance Plaintiffs (each defined below) and Argus Group Holdings Limited, Argus International, and TIIL (collectively, "Argus Defendants"), which received final approval from the Court on January 4, 2010.

**DEADLINES:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	DEADLINE: Within 90-days of the Final Fairness Hearing—August 31, 2011. This is the <b>only</b> way to get a payment from the Insurance Settlement Fund. A Claim Form is not required to get a payment from the Fund Distribution Account (as described below).
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	DEADLINE: MAY 11, 2011—21 days before the Final Fairness Hearing. Receive no payment from the Settlement, except as explained below. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the Released Claims.  If you exclude yourself from the Settlement of the Insurance Action, you may still be entitled to a payment from the Fund Distribution Account, as explained below.
<b>OBJECT</b>	DEADLINE: MAY 11, 2011—21 days before the Final Fairness Hearing. Write to the Court about why you do not like the Settlement. You may not object if you have excluded yourself from the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	FINAL FAIRNESS HEARING DATE IS JUNE 1, 2011.  Plaintiffs' Settlement Class Counsel must file their motion papers for Final Approval of the Settlement and for Approval of Attorneys' fees and Expenses on or before May 4, 2011 (28 days before the Final Fairness Hearing). Counsel's Reply papers are due May 28, 2011 (7 days before the Final Fairness Hearing).  The Deadline to ask to speak in Court about the Settlement is May 11, 2011 (21 days before the Final Fairness Hearing).
<b>DO NOTHING</b>	Receive <b>no</b> payment from the Insurance Settlement Fund. Give up rights, except as explained below and in connection with a possible payment from the Fund Distribution Account.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.<sup>3</sup>

The Court in charge of the Actions still has to decide whether to approve the Settlement. Payments under the Settlement will be made if the Court approves the Settlement and that approval is upheld if any appeals are filed. Payments from the Fund Distribution Account<sup>4</sup> will be made to existing limited partners or shareholders of the Rye Funds through the claims administration process only if the Court approves the Settlement and that approval is upheld if any appeals are filed. Any distributions from the Fund Distribution Account to the current shareholders of the Argus Rye Funds, including Argus International, will be made through the International Fund Distributions.<sup>5</sup> Please be patient.

**Your legal rights are affected whether you act or do not act. Please read this Notice carefully.**

<sup>3</sup> This Notice applies **only** to the Insurance Subclass. If you purchased shares or units in one of the Settling Funds (defined below), as opposed to a Policy that invested in one of the Settling Funds, then you may also be a member of the subclasses in the State Law Action or the Securities Action. If that is the case, please refer to the separate notice sent in connection with the settlement of those actions. If you are a member of the Insurance Subclass **and** the subclasses in the State Law Action or the Securities Action, you do not have to exclude yourself from the settlement of the State Law Action and the Securities Action to participate in the settlement of the Insurance Action, or exclude yourself from the settlement of the Insurance Action to participate in the settlement of the State Law Action or the Securities Action.

<sup>4</sup> The "Fund Distribution Account" is the account (defined below), for the distribution of all amounts remaining in the Rye Funds after resolution of the Settling Funds' claims in or relating to the Madoff Trustee Proceedings. See the Fund Distribution Account Plan of Allocation, which is attached hereto as Appendix A.

<sup>5</sup> The "International Fund Liquidations" means the liquidation of Rye Select Broad Market Insurance Portfolio LDC, Rye Select Broad Market XL Portfolio Limited and Broad Market XL Holdings Limited (collectively, the "Liquidating Funds") pending in the Grand Court of the Cayman Islands, in which Messrs. Richard Fogerty and James Cleaver of Zolfo Cooper, P.O. Box 1102, 4th Floor, Building 3, Cayman Financial Centre, Grand Cayman, KY1-1102, were appointed as official liquidators (the "Liquidators").

## SUMMARY NOTICE

### Statement Of Plaintiffs' Recovery

The Insurance Class Plaintiffs,<sup>6</sup> the Court-approved representative plaintiffs in the Insurance Action, on behalf of themselves and the Insurance Subclass, as well as Court-approved representative plaintiffs in the State Law Action and the Securities Action, on behalf of themselves and the subclasses they represent, and the Individual Settling Insurance Plaintiffs,<sup>7</sup> have entered into a proposed Settlement with the Settling Defendants<sup>8</sup> that, if approved by the Court, will resolve the Actions as against the Settling Defendants.

A settlement fund of \$100 million in cash (the "Initial Settlement Payment"), plus interest, is being established for the benefit of the Settlement Class,<sup>9</sup> including the Insurance Subclass, and the Individual Settling Insurance Plaintiffs. Additional monies are expected to be added to the settlement fund from the amounts remaining in Tremont Group Holdings, Inc. after the wind down of its and its subsidiaries' operations (the "Remaining Tremont Funds") and pursuant to the Settling Defendants' assignment of certain legal claims (the "Assigned Insurance Claims") and certain litigation interests as part of the Settlement (the "Fidelity Bond Recovery"), as described herein.

On August 13, 2010, under the auspices of the Honorable Layn R. Philips (retired), acting as mediator, and the Honorable Thomas R. Brett (retired), acting as arbitrator, Plaintiffs in the Actions agreed that 8.2% of the Initial Settlement Payment, the Fidelity Bond Recovery and the Remaining Tremont Funds shall be allocated to the Insurance Subclass and the Individual Settling Insurance Plaintiffs.

Thus, a minimum of \$8.2 million in cash has been recovered for the benefit of the Insurance Subclass and the Individual Settling Insurance Plaintiffs (collectively, the "Insurance Plaintiffs"), which is equal to the Insurance Plaintiffs' 8.2% share of the \$100 million Initial Settlement Payment. In addition, 8.2% of any Fidelity Bond Recovery and the Remaining Tremont Funds plus any proceeds of the Assigned Insurance Claims, plus interest, are allocable to the Insurance Plaintiffs. Collectively, these recoveries and potential recoveries will form the "Insurance Settlement Fund."

The amounts to be recovered by Insurance Subclass Members and the Individual Settling Insurance Plaintiffs who are entitled to a payment from the Insurance Settlement Fund will be determined by the "Insurance Settlement Fund Plan of Allocation," which is described on pages 17 - 21 below. Whether or not they participate in the Settlement of the Insurance Action, current Policyholders and the Individual Settling Insurance Plaintiffs will recover pro rata from any amount paid to Argus International under the Fund Distribution Plan of Allocation, which is annexed hereto as Appendix A.

The amount of each claimant's payment from the Insurance Settlement Fund will depend upon on a number factors, including the initial policy premiums paid under the claimant's Policy, the amount of any policy loans outstanding as of December 11, 2008, the extent to which the investment account of the Policy was exposed to losses in the Madoff Ponzi scheme as of December 11, 2008, and the total Recognized Claims (defined below) of all Insurance Subclass Members and Individual Settling Insurance Plaintiffs who are entitled to receive a distribution from the Insurance Settlement Fund.

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<sup>6</sup> The "Insurance Class Plaintiffs" are Plaintiffs Chateau Fiduciaire, S.A., as Trustee of the Map Trust, Geoffrey Rabie Credit Shelter Trust, the Joanne Brenda Rabie Credit Shelter Trust, the Harriet Rutter Klein Revocable Trust, and the Matthew L. Klein Irrevocable Family Trust.

<sup>7</sup> The "Individual Settling Insurance Plaintiffs" are persons or entities who would otherwise have been Insurance Subclass Members, but are represented by Berger & Montague, P.C.

<sup>8</sup> The "Settling Defendants" are Mass Mutual Holding Trust I, Massachusetts Mutual Life Insurance Company, MassMutual Holding LLC, Oppenheimer Acquisition Corp., OppenheimerFunds, Inc. (the "Parent Settling Defendants"), Tremont Group Holdings, Inc., Tremont Partners, Inc., Rye Investment Management (the "Tremont Corporate Defendants," and, collectively with the Parent Settling Defendants, the "Corporate Settling Defendants"), Harry Hodges, James Mitchell, John V. Murphy, Kurt Wolfgruber, Lynn O. Keeshan, Patrick Kelly, Robert I. Schulman, Rupert A. Allan, Sandra Manzke, Stephen Thomas Clayton, Stuart Pologe, Suzanne Hammond and Cynthia Nicoll (the "Individual Settling Defendants," and, collectively with the Tremont Corporate Defendants, the "Tremont Defendants") and the Settling Funds.

<sup>9</sup> The "Settlement Class" consists of the Insurance Subclass, as well as a subclass of all persons who were holders of limited partnership interests or shares in the Rye Funds (other than Rye Select Broad Market Insurance Portfolio LDC, except with respect to INTAC Independent Technical Analysis Centre Ltd., LifeInvest Opportunity Fund, LDC, Scottish Annuity Company (Cayman) Limited, The Scottish Annuity and Life Insurance Company (Bermuda) Ltd. and The Scottish Annuity Life Insurance Co. (Cayman) Ltd.) or the Tremont Funds as of December 11, 2008 (the "State Law Subclass") and a subclass of all persons who purchased limited partnership interests in or shares of the Rye Funds (other than Rye Select Broad Market Insurance Portfolio LDC, except with respect to INTAC Independent Technical Analysis Centre Ltd., LifeInvest Opportunity Fund, LDC, Scottish Annuity Company (Cayman) Limited, The Scottish Annuity and Life Insurance Company (Bermuda) Ltd. and The Scottish Annuity Life Insurance Co. (Cayman) Ltd.) or the Tremont Funds between May 10, 1994 through and including December 11, 2008 (the "Securities Subclass"). Excluded from the Settlement Class and subclasses are the Defendants, the current and former officers and directors of Defendants, and the Individual Defendants' spouses and dependent children, and their successors and legal representatives. Additionally, Argus International is excluded from the State Law and Securities Subclasses to the extent it was a purchaser of, and/or a shareholder or limited partner in the Rye Funds or the Tremont Funds.

Your share of the Fund Distribution Account will be based on the amount of the Fund Distribution, if any, paid to the Liquidators of the Argus Rye Funds. The Liquidators will receive the amount of money received by the Argus Rye Funds in the Madoff Trustee Proceedings,<sup>10</sup> and the amount of money remaining in the Argus Rye Funds after resolution of the Madoff Trustee Proceedings. Any distributions made by the Liquidators to Argus International will be based on a methodology to be determined by the Liquidators. If the Liquidators make a payment to Argus International, Argus International in turn will make a payment to current Policyholders based on the investment of their respective Policies, through Argus International, in the Argus Rye Funds.

Eligible Insurance Subclass Members and Individual Settling Insurance Plaintiffs will recover on the basis of the same formula under the Insurance Settlement Fund Plan of Allocation. Current Policyholders and the Individual Settling Insurance Plaintiffs will recover pro rata from any amount paid to Argus International by the Liquidators under the Fund Distribution Plan of Allocation.

### **Statement Of Potential Outcome Of Case**

The Settling Parties<sup>11</sup> vigorously disagree about both liability and damages in the Insurance Action.

The Settling Defendants state that the aggregate damages that would be recoverable if the Insurance Class Plaintiffs prevailed on each claim asserted in the Insurance Action could be zero.

The issues on which the Settling Parties disagree include: (a) whether the Settling Defendants conducted appropriate due diligence in connection with the investment of the Argus Rye Funds with Bernard L. Madoff ("Madoff") and Bernard L. Madoff Investment Securities, LLC ("BLMIS"); (b) whether the statements made or facts allegedly omitted from offering documents and other relevant documents were materially false or misleading, or otherwise actionable under the applicable law; (c) whether the Insurance Class Plaintiffs could demonstrate that their losses were caused by the acts, alleged breaches of duty, statements and omissions of the Settling Defendants; (d) the appropriate economic methodology for determining the amounts by which the Insurance Subclass Members were damaged; (e) whether the Insurance Subclass could have been certified if the Settling Defendants contested certification, which they would have done, absent the Settlement; (f) whether the Parent Settling Defendants were culpable participants and/or aiders and abettors in the wrongs alleged; and (g) whether the Settling Defendants acted diligently and with good faith in discharging their responsibilities.

All Settling Defendants deny that they engaged in any wrongdoing, deny they are liable to the Insurance Subclass, as well as all of the other Settling Plaintiffs, and deny that the Insurance Subclass has suffered any recoverable damages relating to the losses caused by the exposure of the investment accounts of their Policies to Madoff through the Argus Rye Funds as alleged in the Insurance Action.

### **Statement Of Attorneys' Fees And Costs Sought**

Plaintiffs' Insurance Settlement Class Counsel and counsel for the Individual Settling Insurance Plaintiffs have agreed to divide any award of attorneys' fees and reimbursement of certain expenses by the Court in the Insurance Action and/or paid pursuant to retainer agreements with the Individual Settling Insurance Plaintiffs, subject to Court approval. Plaintiffs' Insurance Settlement Class Counsel intends to make a Motion to the Court for an award of attorneys' fees from the Insurance Settlement Fund representing not more than 30% of that portion of the Insurance Settlement Fund allocable to the Insurance Subclass Members, plus interest earned at the same rate as the Insurance Settlement Fund. Plaintiffs' Insurance Settlement Class Counsel will also apply for reimbursement of out-of-pocket costs and expenses incurred in prosecuting the Insurance Action in the estimated total amount of \$75,000.00, plus interest earned at the same rate as the Insurance Settlement Fund. Application will also be made for the payment of an incentive award to the Insurance Class Plaintiffs of an amount not to exceed \$10,000.00 per Plaintiff, to be paid from the portion of the Insurance Settlement Fund allocable to the Insurance Subclass, for their reasonable costs and expenses (including lost wages) relating to their representation of the Insurance Subclass.

Plaintiffs' Insurance Settlement Class Counsel have expended considerable time and effort in prosecuting the Insurance Action on a contingent fee basis, and have advanced all of the expenses of the Insurance Action with the expectation that if they were successful in obtaining a recovery for the Insurance Subclass, they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' class counsel to be awarded a percentage of the common fund recovery as attorneys' fees.

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<sup>10</sup> "Madoff Trustee Proceedings" is the case captioned *Securities Investor Protection Corporation v. Bernard Madoff Investment Securities LLC and In re Bernard Madoff Investment Securities LLC, Debtor*, Case No. 08-01789 (BRL), filed in the United States Bankruptcy Court, Southern District of New York, pending before the Honorable Burton R. Lifland, with Irving H. Picard as Trustee, and includes all substantively consolidated proceedings in those cases.

<sup>11</sup> The "Settling Parties" are the "Settling Plaintiffs" and the Settling Defendants. The "Settling Plaintiffs" are the named lead plaintiffs in the State Law Action and the Securities Action, the Insurance Class Plaintiffs, and the Individual Settling Insurance Plaintiffs.

**Identification Of Attorneys’ Representatives**

Plaintiffs’ Insurance Settlement Class Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP  
David A. Rosenfeld  
Edward Y. Kroub  
58 South Service Road, Suite 200  
Melville, NY 11747  
[drosenfeld@rgrdlaw.com](mailto:drosenfeld@rgrdlaw.com)

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP  
Daniel W. Krasner  
Demet Basar  
270 Madison Avenue  
New York, NY 10016  
[basar@whafh.com](mailto:basar@whafh.com)

**Reasons For The Settlement**

Insurance Class Plaintiffs and Plaintiffs’ Insurance Settlement Class Counsel, who have extensive experience in complex class-action litigation, including securities and shareholder litigation, agreed to the Settlement after considering, among other things: (a) the substantial immediate and future cash benefits to Insurance Subclass Members; (b) the uncertainty of being able to prove the allegations in the complaint in the Insurance Action; (c) the inherent problems of proof and possible defenses to the claims asserted against the Settling Defendants; (d) the risk that the Court may grant, in whole or in part, any motions to dismiss and, if denied, the likely motions for summary judgment that would be filed by the Settling Defendants; (e) the uncertainty, even if the Insurance Class Plaintiffs were to establish liability at trial against all Settling Defendants, inherent in the Settling Parties’ various and competing theories of loss causation and damages; (f) the Settling Defendants’ likely positions, expressed during the pendency of the litigation and also in connection with settlement negotiations, concerning various liability, causation, and damages issues; (g) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals); (h) the desirability of consummating the Settlement in order to provide relief to Insurance Subclass Members at this juncture of the Actions and without further delay; (i) the belief of the Insurance Class Plaintiffs and of Plaintiffs’ Insurance Settlement Class Counsel that the Settlement is fair, reasonable, and adequate and in the best interests of all Insurance Subclass Members; and (j) that the Settlement has recovered all available funds from the Tremont management entities for the benefit of the Settlement Class Members.

For the Settling Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reasons for entering into the Settlement are to bring to an end the substantial expenses, burdens, risks, and uncertainties associated with continued litigation of the Actions; to finally put to rest those claims and the underlying matters; and to avoid further expense and disruption to the management and operation of the Parent Settling Defendants’ businesses due to the prosecution and defense of the Actions.

**WHAT THIS NOTICE CONTAINS**

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**SPECIAL NOTICE TO AGENTS AND TRUSTEES**

**BASIC INFORMATION**

**1. Why Is The Insurance Action A Class Action?**

A class action is a lawsuit in which one or more persons sue on behalf of other persons who have similar claims. The members of this group are called the class. A class action may also include, as is the case here, a subclass. The settlement of a class action determines the rights of the member of the class, or, as here, each member of a subclass, except for those who choose to exclude themselves from the Settlement (see Question 15, below). For this reason, the Settlement must be approved by the judge. Those Insurance Subclass Members who do not exclude themselves from the Settlement may submit a claim (see Question 11, below) and may receive payment of money. They may also object to the terms of the Settlement and still remain in the subclass (see Questions 19 and 20, below).

In the Insurance Action, the Insurance Class Plaintiffs sued on behalf of persons and entities that have similar claims in connection with losses caused by the exposure of the investment accounts of their Policies to the Madoff Ponzi scheme. All these individuals and entities that have similar claims are referred to collectively as the Insurance Subclass or Insurance Subclass Members, or individually as an Insurance Subclass Member.

The Honorable Thomas P. Griesa, of the United States District Court for the Southern District of New York (the “Court”), is in charge of the Insurance Action.

**2. What Is A Derivative Action?**

In a derivative action, one or more people and/or entities who are shareholders in a corporation or, as here, shareholders or limited partners of an investment fund, sue on behalf of the fund. These are claims that belong to the respective funds and once released (as they will be by this Settlement), they are forever after barred and thus cannot be maintained by the funds or any of their shareholders or limited partners. Here, Argus International is a shareholder in the Insurance Portfolio and XL Portfolio funds, in which it invested all or part of the investment accounts of the Policies, and can assert derivative claims on behalf of those funds. The Insurance Subclass Members and the Individual Settling Insurance Plaintiffs are not shareholders in those funds, which are in liquidation in the Cayman Islands. However, to the extent the Insurance Subclass Members and the Individual Settling Insurance Plaintiffs could assert any derivative claims on behalf of the Insurance Portfolio and the XL Portfolio funds, such claims will be released by the Settlement.

**3. Why Did I Receive This Notice Package?**

By Order dated March 29, 2011, Judge Griesa directed the Actions to proceed as a class action for settlement purposes, consisting of three subclasses, one of which was the Insurance Subclass, which is comprised of:

All Persons, other than Settling Defendants, who purchased or otherwise acquired Variable Universal Life (“VUL”) insurance policies or Deferred Variable Annuity (“DVA”) policies (collectively, the “Policies”) issued

by Tremont International Insurance Limited (“TIIL”) or Argus International Life Bermuda Limited (“Argus International”) from May 10, 1994 - December 11, 2008 (the “Class Period”) to the extent those policies were invested in Rye Select Broad Market Insurance Portfolio LDC and Rye Select Broad Market XL Portfolio Limited, including any and all past and present heirs, executors, administrators, successors and assigns, policy holders, policy owners, policy beneficiaries, parties responsible for payment of policy premiums, trusts, trustees, insureds, and/or any other party with any direct or indirect interest in the Policies during the Class Period and who sustained losses thereby, but excluding the Individual Settling Insurance Plaintiffs.

The Court authorized this Notice to be sent to you or someone in your family because you or they have been identified as a member of the Insurance Subclass.

If the description above applies to you, you have a right to know about the proposed Settlement of the Insurance Action, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, then one or more administrators appointed by the Court will distribute the payments that the Settlement permits.

In addition, the Settlement provides for payment from the Fund Distribution Account to current limited partners and/or shareholders in the Rye Funds. Argus International is a shareholder in the Argus Rye Funds – the Insurance Portfolio and XL Portfolio funds – in which all or part of the investment accounts of the Policies are invested. However, because the Argus Rye Funds are in liquidation in the Cayman Islands, any distribution from the Fund Distribution Account will not go to the current shareholders of the Argus Rye Funds like Argus International, but will be made to the Liquidators. If the Liquidators make a payment to Argus International, Argus International in turn will make a payment to current Policyholders. The distribution of the cash in the Fund Distribution Account will be governed by the terms of the Settlement, as summarized below and the attached Appendix A, regardless of whether you, as an Insurance Subclass Member, opt out of the Settlement.

This package explains the Insurance Action, the Settlement, your legal rights, the benefits available under the Settlement, who is eligible to receive the benefits of the Settlement, and how to obtain these benefits.

**NOTE:** This Notice applies *only* to the Insurance Subclass. If you are also a member of the State Law Subclass or Securities Subclass, due to the direct purchase of an interest in a Settling Fund (independent of your purchase of one or more Policies), you may be entitled to participate in the settlement of the State Law Action or the Securities Action. If you wish to participate, object to, or exclude yourself from the settlement of the State Law Action or the Securities Action, please refer to the notices issued in those actions for instructions as to how to so participate, object or request exclusion.

#### **4. What Are The Insurance Action And Other Related Actions About?**

On December 21, 2008, the first in a series of putative class action complaints was filed against the Settling Defendants and others in the Court, which collectively alleged: (i) that the Settling Defendants breached or aided and abetted the breach of fiduciary duties owed to the Settlement Class by, among other things, failing to adequately conduct due diligence on Madoff and BLMIS before selecting Madoff and BLMIS to manage some or all of the assets of the Rye Funds,<sup>12</sup> the Tremont Funds<sup>13</sup> and/or the Argus Rye Funds (the “Funds”); (ii) that the Settling Defendants purportedly made fraudulent misrepresentations in various offering memoranda, performance updates, financial reports, and other documentation that they would and did conduct such due diligence before and after investing with Madoff, that the Funds’ assets would be invested as represented, and that the reported financial results reflected the performance of the Funds; and/or (iii) that one or more of the Settling Defendants controlled the entities that engaged in the alleged wrongdoing.

In the weeks and months that followed, numerous suits were filed in the Southern District of New York, and elsewhere, alleging substantially similar facts and asserting similar legal theories. On March 26, 2009, the Court entered a consolidation order (the “Consolidation Order”) that: (i) created three separate groups of consolidated actions (the Securities,

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<sup>12</sup> The “Rye Funds” are: (i) Rye Select Broad Market Fund, L.P.; (ii) Rye Select Broad Market XL Fund, L.P.; (iii) Rye Select Broad Market Prime Fund, L.P.; (iv) Rye Select Broad Market Insurance Fund, L.P.; (v) Rye Select Broad Market Portfolio Limited; (vi) Rye Select Broad Market XL Portfolio Limited; (vii) Broad Market XL Holdings Limited; and (viii) Rye Select Broad Market Insurance Portfolio LDC (but solely with respect to INTAC Independent Technical Analysis Centre Ltd., LifeInvest Opportunity Fund, LDC, Scottish Annuity Company (Cayman) Limited, The Scottish Annuity and Life Insurance Company (Bermuda) Ltd. and The Scottish Annuity Life Insurance Co. (Cayman) Ltd.).

<sup>13</sup> The “Tremont Funds” are: (i) Tremont Market Neutral Fund L.P.; (ii) Tremont Market Neutral Fund II, L.P.; (iii) Tremont Market Neutral Fund Limited; (iv) Tremont Opportunity Fund Limited; (v) Tremont Opportunity Fund II L.P.; (vi) Tremont Opportunity Fund III L.P.; (vii) Tremont Arbitrage Fund, L.P.; (viii) Tremont Arbitrage Fund-Ireland; (ix) The Tremont Multi-Manager Fund; and (x) Tremont Strategic Insurance Fund, L.P. The Rye Funds and the Tremont Funds are the “Settling Funds.”

State Law and Insurance Actions); (ii) consolidated specified cases within each group; and (iii) assigned a master caption and docket number for the three groups: *In re Tremont Securities Law, State Law and Insurance Litigation*, Master File No.: 08 Civ. 11117 (TPG). The three groups were assigned the following captions: (i) Securities Action, 08 Civ. 11212 (TPG); (ii) State Law Action, 08 Civ. 11183 (TPG); and (iii) Insurance Action, 09 Civ. 557 (TPG).

In the Consolidation Order, the Court appointed Wolf Haldenstein Adler Freeman & Herz LLP and Robbins Geller Rudman and Dowd LLP (formerly Coughlin Stoia Geller Rudman & Robbins LLP) as interim co-lead counsel for the class in the Insurance Action ("Plaintiffs' Insurance Settlement Class Counsel"). The Court also appointed counsel in the Securities and State Law Actions (with Plaintiffs' Insurance Settlement Class Counsel, collectively referred to as "Plaintiffs' Settlement Class Counsel").

Pursuant to the Consolidation Order, on April 20, 2009, Plaintiffs' Settlement Class Counsel filed in their respective actions consolidated and amended complaints (the "Complaints").

The Complaint in the Insurance Action alleged claims against the Settling Defendants for violations of common law fraud, breach of fiduciary duty, gross negligence, unjust enrichment, injunctive relief, promissory estoppel and violations of New York General Business Law § 349 relating to the Policies in connection with the investment account of Insurance Subclass Members' Policies with Madoff. The investment accounts of most of the Policies were invested in the Argus Rye Funds that were managed by one or more of the Tremont Defendants who, in turn, invested the Argus Rye Funds' assets with Madoff. The Insurance Class Plaintiffs alleged, among other things, that the Tremont Defendants failed to conduct adequate due diligence and failed to monitor fund assets that were invested with Madoff, that the offering materials for the funds contained false and misleading statements, and that the Tremont Defendants unjustly enriched themselves by collecting outside management fees. The Insurance Class Plaintiffs also alleged that the Argus Defendants wrongfully permitted the Policies' investment accounts to be ultimately invested with Madoff, and that the Policies contained false and misleading statements concerning the Argus Defendants' discretion to deem investments inappropriate. The Insurance Class Plaintiffs also alleged that the Parent Settling Defendants knew or recklessly disregarded that one or more of the Tremont Defendants was investing with Madoff.

On May 20, 2009, the Settling Defendants filed separate motions to dismiss the Complaints in the Securities Action and State Law Action. As of the date of the Settling Parties' agreement in principle to settle the Actions, the Settling Defendants' dismissal motions in the Securities Action and the State Law Action had not been decided. The Court subsequently denied these motions to dismiss as moot.

The Settling Defendants did not move to dismiss the Insurance Action because it was stayed prior to the deadline for filing motions to dismiss. On May 18, 2009, the Court stayed the Argus Defendants' May 20, 2009 deadline for responding to the Complaint filed in the Insurance Action, as well as any and all further proceedings in the Insurance Action, pending completion of the settlement in principle between the Insurance Class Plaintiffs, the Individual Settling Insurance Plaintiffs and the Argus Defendants. On May 20, 2009, the Court stayed the deadline for certain other Settling Defendants to respond to the Complaint filed in the Insurance Action and all further proceedings in the Insurance Action were stayed pending the Insurance Class Plaintiffs' filing of their intended amended complaint.

On July 21, 2009, the Insurance Class Plaintiffs, the Individual Settling Insurance Plaintiffs and the Argus Defendants entered into the Argus Settlement Agreement, which was preliminarily approved by the Court on October 14, 2009, and which received final approval from the Court on January 4, 2010.

On August 9, 2009, an action designated as related to the Insurance Action captioned *Lugano Trust v. Tremont Capital Mgmt., Inc., et al.*, Civil Action No. 09-6840 (TPG) (the "*Lugano Action*"), was filed in this Court. Plaintiffs in the *Lugano Action* are the Individual Settling Insurance Plaintiffs referred to in this Notice. On September 25, 2009, following a hearing and bench ruling, the Court issued an order consolidating the *Lugano Action* with the Insurance Action.

Following informal and formal arm's-length settlement discussions between Plaintiffs' Counsel, and counsel for Defendants, including a two-day mediation conducted on March 17 and 18, 2010, the Settling Parties entered into a Memorandum of Understanding ("MOU") setting forth the principal terms of the Settlement on March 18, 2010. Plaintiffs' Counsel also conducted confirmatory discovery in the form of document review and witness interviews. Based on the investigations of Plaintiffs' Counsel, the facts discovered during confirmatory discovery, the uncertain outcome and the risk of any further litigation, counsel for the Insurance Subclass and the other subclasses in the Settlement Class, and counsel for the Settling Defendants concluded that the proposed Settlement is fair, reasonable, and adequate, and that it serves the best interests of the Settlement Class.

## **5. Why Is There A Settlement?**

The Court has not decided the case in favor of the Insurance Class Plaintiffs or the Settling Defendants, who continue to deny wrongdoing and liability. Instead, in order to avoid the risks and costs of further litigation and trial, the Settling Parties agreed to the Settlement. The Insurance Class Plaintiffs and Plaintiffs' Insurance Settlement Class Counsel believe that the Settlement set forth in the Stipulation of Partial Settlement, dated February 24, 2011 ("Stipulation"), confers substantial immediate and future benefits upon the Insurance Subclass Members. Based on their evaluation, Plaintiffs' Insurance Settlement Class Counsel have determined that the Settlement is in the best interests of the Insurance Subclass Members.

### **WHO IS IN THE SETTLEMENT**

## **6. How Do I Know If I Am Part Of The Settlement?**

By Order dated March 29, 2011, the Court decided that the Actions can proceed as class actions for settlement purposes on behalf of the members of the subclasses discussed in Questions 1 and 3.

You have been identified as a member of the Insurance Subclass and will remain a member of the Insurance Subclass so long as you do not elect to exclude yourself from the Insurance Subclass. If you do not exclude yourself from the Insurance Subclass, do not timely file a valid Insurance Subclass Proof of Claim and Release Form ("Proof of Claim Form"), or do nothing, you will not be eligible to receive any payment pursuant to the Settlement with respect to the Insurance Action, but you nonetheless will be bound by the releases and the final judgment of the Courts' approval of the Settlement and the dismissal of the Insurance Action.

**NOTE:** The Proof of Claim Form already includes certain information about your Policy based on information that was furnished by Argus International. Please review this information carefully, and, if anything is incorrect, make corrections in accordance with the instructions set forth in the Proof of Claim Form. It is important that the information on the Proof of Claim Form be accurate because, if you are entitled to a distribution from the Insurance Settlement Fund, the amount of the distribution will be calculated on the basis of the information on the Proof of Claim Form.

## **7. Are There Exceptions To Being Included?**

Yes. Excluded from the Settlement Class are Defendants, the current and former officers and directors of Defendants, and the Individual Settling Defendants' spouses and dependent children, and their successors, and legal representatives. Also excluded from the Settlement Class are all persons and entities who exclude themselves from the Settlement by timely requesting exclusion in accordance with the requirements set forth in response to Question 15.

## **8. Still Unsure About Being A Member Of The Insurance Subclass?**

If you are still not sure whether you are a member of the Insurance Subclass, you may ask for free help. You may contact Garden City Group, Inc., the Insurance Notice and Claims Administrator, for more information. Or, you can fill out and return the Proof of Claim Form described in Question 11 to see if you qualify.

### **THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

## **9. What Does The Settlement Provide?**

The Settlement provides that eligible Insurance Subclass Members and Individual Settling Insurance Plaintiffs will receive payments consisting of: (i) 8.2% of the Initial Settlement Payment, or \$8.2 million, which will be transferred to the Insurance Settlement Fund; (ii) 8.2% of the Fidelity Bond Recovery,<sup>14</sup> that, to date, has resulted in a payment of \$6 million (of which 8.2% recovered will be transferred to the Insurance Settlement Fund); (iii) 8.2% of the Remaining Tremont Funds; and (iv) any recovery from the Assigned Insurance Claims, plus any interest that may accrue thereon.

In addition, the Settlement provides for the payment from the Fund Distribution Account to current limited partners and/or shareholders in the Settling Funds. The Fund Distribution Account will be comprised of all of the Remaining Fund Proceeds, namely: (i) all amounts remaining the Rye Funds after resolution of the Settling Funds' claims in or related to the Madoff Trustee Proceedings and any other matters required to be resolved in the ordinary course prior to distribution; and (ii) all

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<sup>14</sup> The "Fidelity Bond Recovery" means 50% of the aggregate actual recovery, if any, by the Settling Defendants with respect to the fidelity bonds at issue in the coverage litigation captioned *Massachusetts Mutual Life Insurance Company, et al. v. Certain Underwriters at Lloyds of London Subscribing to Bond Numbers B0391/FD020720g and B0391/FD020730g*, C.A. No. 4791-UCL (Del. Ch. Ct.), after the fees and expenses incurred in pursuing those claims have been deducted.

amounts the Tremont Funds would otherwise be entitled to from the Fund Distribution Account as a result of the Tremont Funds' investments in the Rye Funds. The distribution of that cash will be governed by the terms of the Settlement, as summarized below, regardless of whether you, as an Insurance Subclass Member, opt out of the Settlement. As set forth above, Argus International is the shareholder in the Argus Rye Funds in which the investment accounts of the Policies were invested, and those funds are in liquidation. Any payment from the Fund Distribution Account will first be made to the Liquidators of the Argus Rye Funds who then will make a distribution to those funds' shareholders like Argus International as they see fit. Argus International in turn will make a distribution of any monies received to Policyholders.

The full terms and conditions of the Settlement are contained in the Stipulation dated February 24, 2011. You can obtain a copy of the Stipulation by contacting Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, NY 10016, (212) 545-4600, [www.whafh.com](http://www.whafh.com), or Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, (631) 367-7100, [www.rgrdlaw.com](http://www.rgrdlaw.com). All documents related to the Settlement and the motions are also available for inspection at the offices of the above noted counsel during regular business hours.

In addition, Garden City Group, Inc., the Insurance Notice and Claims Administrator, has posted on its website the Stipulation and accompanying exhibits, including this Notice. The website address for the Insurance Notice and Claims Administrator is [www.tremontlitigationsettlements.com](http://www.tremontlitigationsettlements.com).

### **INSURANCE SETTLEMENT FUND PLAN OF ALLOCATION**

#### **10. How Much Will My Payment Be?**

If you are eligible to receive a payment from the Insurance Settlement Fund, the amount of your payment will be calculated using the Insurance Settlement Fund Plan of Allocation, which has been approved by the Court and is set forth below:

\* \* \* \* \*

#### **A. Preliminary Matters**

The purpose of this Plan of Allocation of the Insurance Settlement Fund ("Plan of Allocation" or "Plan") is to establish a reasonable and equitable method of distributing the Insurance Settlement Fund among Authorized Insurance Claimants (defined below), who are Insurance Subclass Members, and the Individual Settling Insurance Plaintiffs. Authorized Insurance Claimants and the Individual Settling Insurance Plaintiffs (collectively, "Eligible Policyholders") will recover on the basis of the same formula under this Plan.

For purposes of determining the amount an Eligible Policyholder may recover under this Plan, Plaintiffs' Insurance Settlement Class Counsel and counsel for the Individual Settling Insurance Plaintiffs have consulted with their damages consultants. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Plaintiffs' Insurance Class Counsel and counsel for the Individual Settling Insurance Plaintiffs believe could have been recovered had they prevailed at trial. The Plan is not intended to and does not exactly replicate such assessment of damages, however. Certain Insurance Subclass Members or Individual Settling Insurance Plaintiffs who may not have had recoverable damages at trial may be eligible to receive a payment under this Plan.

Because the Insurance Settlement Fund is less than the total losses alleged to be suffered by the Insurance Subclass Members and the Individual Settling Insurance Plaintiffs, the formulas described below for calculating Recognized Claims (defined below) are not intended to estimate the amount that will actually be paid to Eligible Policyholders. Rather, these formulas provide the basis on which the Insurance Settlement Fund will be distributed among Eligible Policyholders.

#### **B. Eligible Insurance Policies**

Eligible Policyholders may be entitled to receive a payment from the Insurance Settlement Fund based on investments in certain variable universal life insurance policies or deferred variable annuity policies ("Eligible Policies") offered by Tremont International Insurance Ltd. or Argus International Life Bermuda Limited, to the extent those Eligible Policies held investments in one or more of the following securities ("Eligible Investments"):

Rye Select Broad Market Insurance Portfolio LDC

Rye Select Broad Market XL Portfolio Limited

#### **C. Principles And Additional Definitions**

This Plan is based on the following principles and additional definitions (listed alphabetically), among others:

1. "Authorized Insurance Claimant" is an Insurance Subclass Member who is entitled under the Stipulation and this Plan to share in the distribution of the Insurance Settlement Fund and who submits a timely and valid Proof of Claim Form.
2. "Distribution" is the amount to be paid to an Eligible Policyholder from the Insurance Settlement Fund.
3. "Individual Settling Insurance Plaintiff" is a Person represented by Berger & Montague, P.C., who purchased or otherwise acquired an Eligible Policy, and who submits a valid and timely Proof of Claim.
4. "Initial Policy Premiums" is the amount paid to an Eligible Policy for initial premiums to fund the Eligible Policy.
5. "Insurance Settlement Fund" is the sum of \$8.2 million, plus 8.2% of any Fidelity Bond Recovery and the Remaining Tremont funds, plus any amount recovered on the Assigned Insurance Claims.
6. "Madoff Exposure" is the percentage an Eligible Policy was exposed to losses in the Madoff Ponzi scheme as of December 11, 2008, as a result of holdings in Eligible Investments as determined by measuring the difference in cash value of the Eligible Policy stated on each Eligible Policy's respective valuation statement for the months ending October 31, 2008 and November 30, 2008.<sup>15</sup>
7. "Net Insurance Settlement Fund" is the amount remaining in the Insurance Settlement Fund after payment of taxes and tax expenses on the Insurance Settlement Fund and distribution to Berger & Montague, P.C., on behalf of the Individual Settling Insurance Plaintiffs, less Court-approved attorneys' fees and expenses for Plaintiffs' Insurance Settlement Class Counsel and incentive awards to Insurance Class Plaintiffs, and notice and administration expenses.
8. "Policy Loan Amount" is the amount outstanding as a policy loan under an Eligible Policy as reflected on the policy valuation statement for the period November 1, 2008 to November 30, 2008.
9. "Recognized Claim" is the amount of a claim under this Plan and is the number used to calculate an Eligible Policyholder's Distribution.

#### **D. Recognized Claim**

The Recognized Claim for each Eligible Policyholder will be the total of all Initial Policy Premiums to Eligible Policies minus the total outstanding Policy Loan Amount, which difference will be multiplied by the Eligible Policy's Madoff Exposure.

For Eligible Policies which were fully exposed to Madoff, each Eligible Policyholder's Recognized Claim will reflect the entire net amount of the Eligible Policyholder's Initial Policy Premiums and Policy Loan Amount. Thus, if an Eligible Policyholder paid Initial Policy Premiums totaling \$1,000,000 and took out loans for a Policy Loan Amount totaling \$100,000, the Eligible Policyholder's Recognized Claim is \$900,000 (*i.e.*, \$1,000,000 minus \$100,000).

For Eligible Policies which were partially exposed to Madoff, each Eligible Policyholder's Recognized Claim will reflect the percentage that the Eligible Policy was exposed to Madoff as of December 11, 2008. Thus, if an Eligible Policyholder paid Initial Policy Premiums totaling \$1,000,000, had a Policy Loan Amount totaling \$100,000, and had a Madoff Exposure of 80% based on Eligible Investments held in the policy, the Eligible Policyholder's Recognized Claim is \$720,000 (*i.e.*, 80% X (\$1,000,000 minus \$100,000)).

Please note that the term "Recognized Claim" is used solely for calculating the amount of participation by Eligible Policyholders in the Insurance Settlement Fund. It is not the actual amount an Eligible Policyholder can expect to recover, nor is the determination of an Eligible Policyholder's Recognized Claim binding for any future litigation going forward that is not related to this Settlement.

#### **E. Distributions From The Insurance Settlement Fund And The Net Insurance Settlement Fund**

Based on the information set forth in the Authorized Insurance Claimants' Proof of Claim Forms and the Individual Settling Insurance Plaintiffs' Proof of Claim Forms, the Insurance Notice and Claims Administrator will determine each Eligible Policyholder's share of the Insurance Settlement Fund. Once this determination has been made, the Insurance Escrow

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<sup>15</sup> Losses in the Eligible Investments as a result of the disclosure of the Madoff Ponzi scheme were reflected on the Eligible Policies' respective valuation statement for the period of November 1, 2008 to November 30, 2008.

Agent shall distribute to Berger & Montague, P.C., as counsel for the Individual Settling Insurance Plaintiffs, the proportion of the Insurance Settlement Fund allocable to the Individual Settling Insurance Plaintiffs, as determined by multiplying the Insurance Settlement Fund by a fraction, the numerator of which is the sum of the Individual Settling Insurance Plaintiffs' Recognized Claims and the denominator of which is the sum total of all Eligible Policyholders' Recognized Claims.

The amount remaining in the Insurance Settlement Fund after payment of taxes and tax expenses and such distribution to Berger & Montague, P.C., less Court-approved attorneys' fees and expenses and incentive awards to the Insurance Class Plaintiffs, and notice and administration expenses is the "Net Insurance Settlement Fund." Each Authorized Insurance Claimant will receive a Distribution determined by multiplying the Net Insurance Settlement Fund by a fraction, the numerator of which is the Authorized Insurance Claimant's Recognized Claim and the denominator of which is the sum total of the Recognized Claims of all Authorized Insurance Claimants.

Payments made pursuant to this Plan of Allocation above shall be conclusive against all Eligible Policyholders. No Person shall have any claim against the Insurance Plaintiffs, Plaintiffs' Insurance Settlement Class Counsel, counsel for the Individual Settling Insurance Plaintiffs, the Insurance Notice and Claims Administrator or the Insurance Escrow Agent based on Distributions, determinations or claim rejections made substantially in accordance with this Plan or further orders of the Court, except in the case of fraud or willful misconduct. No Person shall have any claim under any circumstances against the Released Parties based on any Distributions, determinations or claim rejections or the design, terms or implementation of this Plan. Insurance Subclass Members who fail to complete and file a valid and timely Proof of Claim Form shall be barred from receiving Distributions from the Net Insurance Settlement Fund, unless the Court otherwise orders. Insurance Subclass Members who do not either submit a request for exclusion or submit a valid and timely Proof of Claim Form will nevertheless be bound by the Settlement and the Judgment of the Court dismissing the Insurance Action.

The Court has reserved jurisdiction to modify, amend or alter the Plan of Allocation without further notice to anyone, and to allow, disallow or adjust any Eligible Policyholder's claim to ensure a fair and equitable distribution of settlement funds.

Payments will be made to Eligible Policyholders whose claims entitle them to a payment of no less than \$10.00 after all claims have been processed and after the Court has finally approved the Settlement. If and when additional monies beyond the initial \$8.2 million are recovered from the Fidelity Bond Recovery, the Remaining Tremont Funds and/or the Assigned Insurance Claims, those monies will be placed into the Insurance Settlement Fund and the Insurance Notice and Claims Administrator will use the same methodology described above to distribute those funds to Authorized Insurance Claimants and the Individual Settling Insurance Plaintiffs.

Payment from the Fund Distribution Account will be made using the Fund Distribution Plan of Allocation approved by the Court. See Appendix A, Fund Distribution Plan of Allocation at pages 1 - 4 for more information. Your share of the Fund Distribution Account will be based on the amount of the Fund Distribution, if any, paid to the Liquidators of the Argus Rye Funds. Any amount paid to the Liquidators will be based on the amount of money received by the Argus Rye Funds in the Madoff Trustee Proceedings, and the amount of money remaining in the Argus Rye Funds after resolution of the Madoff Trustee Proceedings and any other matters required to be resolved in the ordinary course prior to distribution. Any distributions made by the Liquidators to Argus International will be based on a methodology to be determined by the Liquidators. If the Liquidators make a payment to Argus International, you will receive a portion of the cash in the Argus Rye Fund in which, through Argus International, your Eligible Policy held an Eligible Investment. As set forth above, because the Argus Rye Funds are in liquidation, any payment from the Fund Distribution Account will be made to the Liquidators, then to Argus International, and then to current Policyholders.

Once all the claims are calculated, Plaintiffs' Insurance Settlement Class Counsel, without further notice to the Insurance Subclass, will apply to the Court for an order authorizing the distribution of the Net Insurance Settlement Fund to the members of the Insurance Subclass with Recognized Claims. Application will also be made for authorization to distribute the Fund Distribution Account to current limited partners and/or shareholders in the Settling Funds, such as Argus International. In addition, Plaintiffs' Insurance Settlement Class Counsel may ask the Court to approve payment from the Net Insurance Settlement Fund of the Insurance Notice and Claims Administrator's fees and expenses incurred in connection with administering the Insurance Settlement Fund that have not already been reimbursed.

If there is any balance remaining in the Net Insurance Settlement Fund (whether by reason of unclaimed funds, tax refunds, uncashed checks, or otherwise), at a date one hundred eighty (180) days from the later of (a) the date on which the Court enters an order directing the Net Insurance Settlement Fund to be distributed to Authorized Insurance Claimants; or (b) the date the Settlement is final and becomes fully effective, then Plaintiffs' Insurance Settlement Class Counsel shall, upon approval of the Court, distribute such balance among Authorized Insurance Claimants as many times as is necessary, in a manner consistent with this Plan of Allocation, until each Authorized Insurance Claimant has received its Recognized Claim (but no greater than its Recognized Claim) as defined in this Plan. If Plaintiffs' Insurance Settlement Class Counsel determines that it is not cost-effective to conduct such further distribution, or following such further distribution any balance still remains in the Net Insurance Settlement Fund, Plaintiffs' Insurance Settlement Class Counsel shall, with the consent of

the Insurance Plaintiffs and upon approval of the Court, and without further notice to the Insurance Subclass, cause the remaining balance to be distributed *cy pres*.

The Settling Defendants do not have any responsibility or liability with respect to claims administration, the management, investment or distribution of the Insurance Settlement Fund or the Fund Distribution Account. The distribution of the Net Insurance Settlement Fund and the Fund Distribution Account is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the distribution shall not affect the validity or finality of the proposed Settlement if approved by the Court. The distribution of the Net Insurance Settlement Fund and the Fund Distribution Account may be modified in connection with, among other things, a ruling by the Court, or an objection filed by a member of the Insurance Subclass or a current limited partner and/or shareholder of a Settling Fund, without further notice.

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## **HOW YOU RECEIVE PAYMENT – SUBMITTING A CLAIM FORM**

### **11. How Do I File A Claim?**

To be eligible to receive a payment pursuant to the Settlement, you must complete and sign the enclosed Insurance Subclass Proof of Claim Form, and send it by prepaid first class mail, postmarked on or before August 31, 2011 (90-days following the June 1, 2011 Fairness Hearing), addressed as follows:

In re Tremont Insurance Litigation Claim Forms  
c/o Insurance Action Notice and Claims Administrator  
P.O. Box 9675  
Dublin, Ohio 43017-4975

IF YOU DO NOT PROPERLY FILE AN INSURANCE SUBCLASS PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE INSURANCE SETTLEMENT FUND BUT YOU WILL BE BOUND BY THE RELEASES AND THE FINAL JUDGMENT OF THE COURT DISMISSING THE ACTION, UNLESS YOU PROPERLY EXCLUDE YOURSELF FROM THE INSURANCE SUBCLASS.

Any Insurance Subclass Member who fails to submit the Proof of Claim Form by the date above shall be forever barred from receiving any payment based on his membership in the Insurance Subclass (unless, by Order of the Court, a later submitted Proof of Claim Form by such Subclass Member), but shall in all other respects be bound by all of the terms of the Stipulation, including the terms of the Judgment to be entered in the Actions and the releases provided for, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

A Proof of Claim Form shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim Form shall be deemed to have been submitted when actually received by the Notice and Claims Administrator or the Insurance Notice and Claims Administrator.

Each Proof of Claim Form shall be submitted to and reviewed by the Notice and Claims Administrator or the Insurance Notice and Claims Administrator, as the case may be, who shall determine in accordance with the Stipulation the extent, if any, to which each claim shall be allowed.

### **12. How Will My Claim Be Processed?**

To qualify for a payment from the Net Insurance Settlement Fund, you must be an eligible Insurance Subclass Member and you must submit a valid Proof of Claim Form by the submission deadline. Each Proof of Claim Form of a member of the Insurance Subclass will be reviewed by the Insurance Notice and Claims Administrator in order to determine whether to accept the claim, in whole or in part. You will be eligible to receive a payment only if you filed a valid Insurance Subclass Proof of Claim Form.

If you are a member of the Securities or State Law Subclasses, you must submit a separate Proof of Claim and Release Form as detailed in the Notice relating to those Actions. If you are a member of the Insurance Subclass *and* the subclasses in the State Law Action or the Securities Action, you do not have to exclude yourself from the settlement of the State Law Action and the Securities Action to participate in the settlement of the Insurance Action, or exclude yourself from the settlement of the Insurance Action to participate in the settlement of the State Law Action or the Securities Action.

### **13. What If My Claim Is Denied?**

If your Proof of Claim Form is deficient, the Insurance Notice and Claims Administrator will communicate with you in order to remedy any curable deficiencies therein. The Insurance Notice and Claims Administrator will also notify you in writing if your Proof of Claim Form has been rejected, in whole or in part, and will give you the reasons for any such rejection.

If any Claimant whose claim has been rejected, in whole or in part, desires to contest such rejection, the Claimant must, within thirty (30) days after the date of mailing of the notice referenced above, serve upon the Insurance Notice and Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation. The Insurance Notice and Claims Administrator shall provide a copy of the notice to counsel for the Settling Parties.

If the claim remains in dispute and cannot be resolved, Plaintiffs' Insurance Settlement Class Counsel shall thereafter present the disputed claim to the Court for review. There shall be no discovery of any type permitted in connection with such a request, and the scope of the Court's review shall be limited to a determination as to whether the Proof of Claim that was submitted was in compliance with the requirements of the Stipulation. Each Claimant expressly waives trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

### **14. What Am I Giving Up By Staying In The Class?**

If you complete and mail a valid Insurance Subclass Proof of Claim form postmarked by August 31, 2011 (90-days after the Fairness Hearing), and if the Court approves the proposed Settlement, you may receive the benefits of the Settlement as described in this Notice (see Question 9 above). In exchange for receiving the benefits of the Settlement, you will be prohibited from bringing a lawsuit against any of the Settling Defendants based on allegations relating to the Released Claims. The terms of the releases are included in the Proof of Claim that is enclosed.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Insurance Settlement Fund, but you want to keep the right to sue or continue to sue the Settling Defendants on your own about the claims being released in this Settlement in connection with the Insurance Action as set forth in the Proof of Claim Form, then you must take steps to exclude yourself from the Settlement with respect to the Insurance Action. This is referred to as "opting out" of the Insurance Subclass. Opting out of the Insurance Subclass will have no effect on your rights to receive a portion of any amounts ultimately paid to Argus International from the Fund Distribution Account.

### **15. How Do I Exclude Myself From The Settlement?**

Excluding yourself is not the same as doing nothing in response to this Notice. Each member of the Insurance Subclass shall be bound by all determinations and judgments in the Insurance Action concerning the Settlement, whether favorable or unfavorable, *unless* such a person shall mail, by first class mail, a written request for exclusion from the Settlement Class, postmarked no later than May 11, 2011, addressed to:

In re Tremont Insurance Litigation Claim Forms  
c/o Insurance Notice and Claims Administrator  
P.O. Box 9675  
Dublin, Ohio 43017-4975

No person may exclude himself or herself from the Settlement Class after that date. In order to be valid, each such request for exclusion from the Insurance Subclass must: set forth the name, address, and telephone number of the person or entity seeking exclusion; state that the sender "requests exclusion from the Insurance Subclass in *In re Tremont Securities Law, State Law, and Insurance Litigation*, Civ. No. 08-11117 (TPG);" and identify the full name of the VUL or DVA Policy purchased (including the Policy number), all premium payments with respect to such Policy, each fund in the investment account of such Policy, and the amount of each Policy loan outstanding as of December 11, 2008. Any such request for exclusion must be signed by the Person requesting exclusion.

Requests for exclusion shall not be effective unless the request includes the required information and is made within the time period stated above, or the exclusion is otherwise accepted by the Court.

If you ask to be excluded from the Insurance Subclass, you will not get any payment from the Insurance Action Settlement, and you cannot object to the Insurance Action Settlement, although your right to receive a portion of any amounts, if any, paid to Argus International from the Fund Distribution Account will not be affected. You will not be legally bound by anything that happens in the Insurance Action, except that the final judgment entered by the Court will operate to preclude you from

commencing or continuing to maintain any Released Claims that were, could have been or could be asserted by the Settling Funds or by you or Argus International on behalf of the Settling Funds (the "Released Fund Claims"). You also may be able to sue (or continue to sue) the Settling Defendants or Released Parties in the future, although not with respect to any of the Released Fund Claims.

**16. If I Do Not Exclude Myself From The Settlement, Can I Sue The Settling Defendants For The Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants or the Released Parties for the Released Claims. If you have a pending lawsuit relating to the Released Claims against any Settling Defendant or Released Party, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is May 11, 2011.

**17. Can I Exclude Myself From The Fund Distribution?**

No. Distributions from the Fund Distribution Account, if any, will be made to Policyholders by Argus International based on the amount it receives from the Liquidators of the Argus Rye Funds pursuant to the Fund Distribution Plan of Allocation through the claims and administration process irrespective of whether you choose to exclude yourself from the Insurance Subclass.

**18. If I Exclude Myself, Can I Receive A Payment From This Settlement?**

Yes. If you exclude yourself from the Insurance Subclass, you are only excluding yourself from participating in the Net Insurance Settlement Fund; you still may be entitled to receive a payment from the Fund Distribution Account through Argus International. Remember, if you exclude yourself from the Insurance Subclass, you will not be entitled to receive any of the benefits of the Settlement as it applies to the Insurance Action, other than a potential payment of a portion of any amounts received by Argus International from the Fund Distribution Account, though you may sue, continue to sue, or be part of a different lawsuit asserting the Released Claims, other than the Released Fund Claims, against the Settling Defendants or the Released Parties.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**19. How Do I Tell The Court That I Do Not Like The Settlement?**

If you are an Insurance Subclass Member, you can object to the Settlement if you do not like those portions of it applicable to the Insurance Action. To object, you must send a letter stating that you object to the Settlement of the Insurance Action, and the reasons why you object to the Settlement. Be sure to include in your statement: (i) your name, address, telephone number, and e-mail address; (ii) whether you are objecting to the fairness, reasonableness, or adequacy of the Insurance Action Settlement, the Insurance Action Plan of Allocation, the requests for awards of attorneys' fees or the requests for reimbursement of expenses; (iii) the reason(s), if any, for each such objection made, including any legal support and/or evidence you wish to bring to the Court's attention or introduce in support of your objection; and (iv) documentation showing the full name of the Policy purchased (and the Policy number), all premium payments with respect to such Policy, each fund in the investment account of such Policy, and the amount of each Policy loan outstanding as of December 11, 2008. Any objection to the Settlement of the Insurance Action must be served by first class mail, or delivered to *each of the following* counsel and filed with the Court on by no later than May 11, 2011:

COURT	COUNSEL FOR SETTLING PARTIES
Clerk of the Court United States District Court Southern District of New York 500 Pearl Street New York, NY 10007-1312	ROBBINS GELLER RUDMAN & DOWD LLP David A. Rosenfeld Edward Y. Kroub 58 South Service Road, Suite 200 Melville, NY 11747 <a href="mailto:drosenfeld@rgrdlaw.com">drosenfeld@rgrdlaw.com</a>  WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP Daniel W. Krasner Demet Basar 270 Madison Avenue New York, NY 10016 <a href="mailto:basar@whafh.com">basar@whafh.com</a>  Interim Co-Lead Counsel for the Insurance Action

	<p><b>MORRISON &amp; FOERSTER LLP</b>  Jack C. Auspitz  Gary S. Lee  1290 Avenue of the Americas  New York, NY 10104-0050  <a href="mailto:jauspitz@mofo.com">jauspitz@mofo.com</a></p> <p>Counsel for the Joint Official Liquidators of Rye Select Broad Market Insurance Portfolio LDC, Rye Select Broad Market XL Portfolio Limited and Broad Market XL Holdings Limited</p> <p><b>SKADDEN ARPS SLATE MEAGHER &amp; FLOM LLP</b>  Seth M. Schwartz  Four Times Square  New York, NY 10036  <a href="mailto:seth.schwartz@skadden.com">seth.schwartz@skadden.com</a></p> <p>Counsel for Tremont Capital Management, Tremont Group Holdings, Inc., Tremont Partners, Inc., Rye Investment Management, Harry Hodges, James Mitchell, Lynn O. Keeshan, Patrick Kelly, Robert I. Schulman, Rupert A. Allan, Stephen Thomas Clayton, Stuart Pologe and Cynthia J. Nicoll</p> <p><b>TANNENBAUM HELPERN SYRACUSE &amp; HIRSCHTRITT LLP</b>  Jamie B. W. Stecher  900 Third Avenue  New York, NY 10022  <a href="mailto:stecher@thshlaw.com">stecher@thshlaw.com</a></p> <p><b>BINGHAM MCCUTCHEN LLP</b>  Joseph L. Kociubes  One Federal Street  Boston, MA 02110  <a href="mailto:joe.kociubes@bingham.com">joe.kociubes@bingham.com</a></p> <p>Counsel for Massachusetts Mutual Life Insurance Co., MassMutual Holding Trust I, MassMutual Holding Company and MassMutual Life Insurance Co.</p> <p><b>DECHERT LLP</b>  William K. Dodds  1095 Avenue of the Americas  New York, NY 10036-6797  <a href="mailto:william.dodds@dechert.com">william.dodds@dechert.com</a></p> <p>Counsel for Oppenheimer Acquisition Corporation and OppenheimerFunds Inc.</p>
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You do not need to go to the Fairness Hearing to have your written objection considered by the Court. However, if you file and serve a timely, written objection in accordance with the instructions above, you may appear at the Fairness Hearing either in person or through counsel retained at your expense. If you or your attorney intend to appear at the Fairness Hearing, you must effect service of a notice of intention to appear on or before May 11, 2011, setting forth, among other things, your name, address, telephone number, and e-mail address (and, if applicable, the name, mailing address, telephone number, and e-mail address of your attorney) on Plaintiffs' Settlement Class Counsel and Settling Defendants' counsel (at the addresses set out above). Moreover, if you intend to present evidence at the Fairness Hearing, you must include in your written objections the identity of any witnesses you may call to testify and exhibits you intend to introduce into evidence at the Fairness Hearing. Any objector who does not timely file and serve a notice of intention to appear in accordance with this question will not be permitted to appear at the Fairness Hearing, except for good cause shown.

**20. What Is The Difference Between Objecting And Excluding?**

Objecting means telling the Court that you do not like something about the Settlement of the Insurance Action, the Insurance Settlement Fund Plan of Allocation, or the application for attorneys' fees and litigation expenses, the application for plaintiffs' incentive awards, and you want the Court to disapprove the Settlement of the Insurance Action. You can object to the Settlement as it pertains to the Insurance Action *only if* you stay in the Insurance Subclass. Excluding yourself is telling the

Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because that portion of the case no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

#### **21. Do I Have A Lawyer In This Case?**

The Court appointed the law firms listed below to represent you and the other members of the Insurance Subclass:

Plaintiffs' Insurance Settlement Class Counsel:

ROBBINS GELLER RUDMAN & DOWD LLP  
David A. Rosenfeld  
Edward Y. Kroub  
58 South Service Road, Suite 200  
Melville, NY 11747  
[drosenfeld@rgrdlaw.com](mailto:drosenfeld@rgrdlaw.com)

WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP  
Daniel W. Krasner  
Demet Basar  
270 Madison Avenue  
New York, NY 10016  
[basar@whafh.com](mailto:basar@whafh.com)

You will not be individually charged for the services of these lawyers. Attorneys' fees and expenses for those attorneys will be paid out of the Insurance Settlement Fund as set forth herein. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **22. How Will The Lawyers Be Paid?**

Plaintiffs' Insurance Settlement Class Counsel and counsel for the Individual Settling Insurance Plaintiffs have agreed to divide any award of attorneys' fees and reimbursement of certain expenses by the Court in the Insurance Action and/or paid pursuant to retainer agreements with the Individual Settling Insurance Plaintiffs, subject to Court approval. Plaintiffs' Insurance Settlement Class Counsel intends to make an application to the Court for an award of attorneys' fees from the Insurance Settlement Fund representing not more than 30% of that portion of the Insurance Settlement Fund allocable to the Insurance Subclass Members, plus interest earned at the same rate as the Insurance Settlement Fund. Plaintiffs' Insurance Settlement Class Counsel will also apply for reimbursement of out-of-pocket costs and expenses incurred in prosecuting the Insurance Action in the estimated total amount of \$75,000.00, plus interest earned at the same rate as the Insurance Settlement Fund. Such sums as may be approved by the Court will be paid out of the Insurance Settlement Fund after allocation to the Individual Settling Insurance Plaintiffs. Insurance Subclass Members are not personally liable for any such fees or expenses.

Plaintiffs' Insurance Settlement Class Counsel are also applying to the Court for an incentive award to the Insurance Class Plaintiffs of an amount not to exceed \$10,000.00 per Plaintiff, to be paid from the portion of the Insurance Settlement Fund allocable to the Insurance Subclass, for their reasonable costs and expenses (including lost wages) relating to their representation of the Insurance Subclass.

Plaintiffs' Insurance Settlement Class Counsel have expended considerable time and effort in prosecuting the Insurance Action on a contingent fee basis, and have advanced all of the expenses of the Insurance Action with the expectation that if they were successful in obtaining a recovery for the Insurance Subclass, they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' counsel to be awarded a percentage of the common fund recovery as attorneys' fees. The fees requested will compensate Plaintiffs' Insurance Settlement Class Counsel for their work in achieving the Settlement and Plaintiffs' Insurance Settlement Class Counsel believe that the fees requested are within the range of fees awarded to counsel under similar circumstances in other cases of this type. The Court has discretion, however, to award less than the amount requested by Plaintiffs' Insurance Settlement Class Counsel.

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

#### **23. When And Where Will The Court Decide Whether To Approve The Settlement?**

The Court will hold a Fairness Hearing at 2:30 p.m., on June 1, 2011, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan Courthouse, 500 Pearl Street, New York, NY 10007-1312, Courtroom 26(B). At this hearing, the Court will consider whether the Settlement of the Actions is fair, reasonable and adequate and should be approved, and will also consider the proposed Plans of Allocation, and the application of Plaintiffs' Insurance Settlement Class Counsel for attorneys' fees and reimbursement of expenses, and for an incentive award to each of the Insurance Class Plaintiffs, as well as the applications for fees and expenses made by counsel for plaintiffs in the other Actions. The Court will take into consideration any written objections filed in accordance with the instructions set forth at Question 19. The Court may also decide how much to pay to Plaintiffs' Insurance Settlement Class Counsel for their fees and expenses,

and to the settlement counsel for the other subclasses for their fees and expenses. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Fairness Hearing may be adjourned from time to time without further written notice to the Settlement Class and current limited partners and/or shareholders in the Settling Funds. If you intend to attend the Fairness Hearing, you should confirm the date and time with Plaintiffs' Insurance Settlement Class Counsel.

**24. Do I Have To Come To The Fairness Hearing?**

No. Plaintiffs' Insurance Settlement Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you served and filed an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection and otherwise complied with the requirements for submitting one (see Question 19) so that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 19, above.

Please be aware that the Court may change the date or time of the Fairness Hearing without further notice to the Settlement Class and current limited partners or shareholders in the Settling Funds. If you or your attorney plan to come to the Fairness Hearing, you should check with Plaintiffs' Insurance Settlement Class Counsel before coming to be sure that the date or time has not changed.

Settlement Class Members do not need to appear at the Fairness Hearing or take any other action to indicate their approval of the matters being considered at the hearing.

**25. May I Speak At The Fairness Hearing?**

You may speak at the Fairness Hearing if you are a member of the Insurance Subclass and you filed an objection to the Settlement, the Insurance Settlement Fund Plan of Allocation, and/or Insurance Plaintiffs' Settlement Class Counsel's application for an award of attorneys' fees and expenses, in the manner and the time period described in the answer to Question 19, above. If you plan to have an attorney speak on your behalf at the Fairness Hearing, your attorney must, no later than May 11, 2011, file a Notice of Appearance with the Clerk of the Court and deliver a copy to Plaintiffs' Settlement Class Counsel and Counsel for the Settling Defendants at the addresses listed in the answer to Question 19, above.

If you or your attorney plan to attend the Fairness Hearing and present evidence at the hearing, your written objections (prepared and submitted in accordance with the answer to Question 19, above) must identify any witness you or your attorney may seek to call to testify, and must identify any documents or other exhibits you or your attorney may seek to introduce into evidence.

You cannot speak about or object to the Settlement if you exclude yourself from the Settlement Class.

**IF YOU DO NOTHING**

**26. What Happens If I Do Nothing At All?**

If you do nothing, you will receive no money from the Settlement, other than distributions, if any, from the Fund Distribution Account, but nonetheless will be bound by its terms. Further, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants or the Released Parties about the Released Claims.

**OBTAINING MORE INFORMATION**

**27. Are There More Details About The Proposed Settlement?**

This Notice summarizes the proposed Settlement and gives Notice of the Motion for Final Approval of the Proposed Settlement and Motion for Attorneys' Fees as it pertains to the Insurance Subclass or the Insurance Action. More details concerning each of the subclasses and actions are in the Stipulation. You can get a copy of the Stipulation and any other motion papers and other documents submitted to the Court in connection with the Settlement by contacting any one of Plaintiffs' Insurance Settlement Class Counsel listed in Question 19, above.

You also can call Garden City Group, the Insurance Notice and Claims Administrator, toll-free at 1 (800) 636-7614; send an e-mail to [questions@tremontlitigationsettlements.com](mailto:questions@tremontlitigationsettlements.com); or visit the Insurance Notice and Claims Administrator's website at [www.tremontlitigationsettlements.com](http://www.tremontlitigationsettlements.com), where all documents related to the Settlement are available for inspection and

download. You will also find answers to questions about the Settlement, the Proof of Claim Form, and other information to help you determine whether you are an Insurance Subclass member and whether you are eligible for a payment under the Settlement related to the Insurance Action.

**28. Where Can I Get Additional Information?**

For even more detailed information concerning the matters involved in the Actions, reference is made to the pleadings, to the Orders entered by the Court, and the other papers filed in the Actions, which may be inspected at the Office of the Clerk of the U.S. District Court for the Southern District of New York and at the offices of Insurance Plaintiffs' Settlement Counsel during regular business hours. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Actions through the Court's on-line Case Management/Electronic Case Files System at <https://ecf.nysd.uscourts.gov>.

**SPECIAL NOTICE TO AGENTS AND TRUSTEES**

If you purchased or otherwise acquired insurance policies at issue in the Insurance Action for the beneficial interest of a person or organization other than yourself, the Court has directed that, within ten (10) calendar days of the receipt of the Notice, you either (a) provide to the Insurance Notice and Claims Administrator the name and last known address of each person or organization for whom or which you purchased such shares or interests during such time period; or (b) request additional copies of this Notice and the Proof of Claim Form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim Form directly to the beneficial owners of that Settling Fund. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Insurance Notice and Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Gross Settlement Fund or the Insurance Settlement Fund, as appropriate, of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Insurance Notice and Claims Administrator:

*In re Tremont Securities, State Law and Insurance Litigation*  
In re Tremont Insurance Litigation Claim Forms  
c/o Insurance Action Notice and Claims Administrator  
P.O. Box 9675  
Dublin, Ohio 43017-4975  
(800) 636-7614

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE**