

the claims against BCI. In his capacity as Plan Trustee, Mr. Smith is pursuing claims against the Underwriter Defendants and Arthur Andersen, the other defendants to this Litigation, and Bell, Boyd & Lloyd (the Plan Trustee's Claims) in the United States District Court for the District of Arizona as Case No. CIV-01-218-PHX-PGR (Consolidated) (the "Trustee Litigation"). The term "Plan Trustee's Claims" as used herein includes only those claims purportedly brought on behalf of BCI and the BCI Affiliates presently pending in the United States District Court for the District of Arizona as Case No. CIV-01-218-PHX-PGR (Consolidated) and does not include any claims possessed by the Class, including but not limited to those claims which are being settled and released pursuant to the settlement of this Litigation. These Settlements do not have any preclusive effect on the Plan Trustee's Claims as defined herein.

Potential Outcome of the Case: The parties disagree as to the potential damages per share that would be recoverable against the various Defendants if the Plaintiffs were to prevail on each claim at trial. Indeed, the Settling Parties disagree about many issues, the outcome of any one of which could affect the outcome of the case. Plaintiffs' Counsel estimate that if Plaintiffs were to prevail on each of their claims against Defendants, the Class would recover on the average about \$2.62 per share against the Defendants, before the deduction of any Court-awarded attorneys' fees or reimbursement of expenses.

The Settling Defendants, on the other hand, deny that the complaints in the above-captioned action (the "Litigation") state viable claims and believe that Plaintiffs would recover nothing on their claims. The Settling Defendants also contend that, even if Plaintiffs were to prevail on each of their claims, the average amount of damages recoverable per share of common stock would be zero or minimal and no more than a small fraction of Plaintiffs' estimate. They believe that Plaintiffs' hypothetical damage figures might be supportable only if all significant liability and damage issues were resolved in Plaintiffs' favor at trial, and do not take into account the considerable risks of litigation, especially the significant risk to Plaintiffs of having to prove Defendants' fraudulent intent or recklessness, an indispensable element of some of Plaintiffs' claims, and the risk to Plaintiffs of having to prove the fact and amount of damages caused by Defendants' alleged violations separate from market forces. If Plaintiffs were not to prevail on all of the elements of their claims against Defendants, their recovery would be zero. Even if Plaintiffs were to prevail in establishing their claims, the Settling Defendants believe the amount of damages would be zero because Plaintiffs cannot show that their losses in any way can be attributed to the Settling Defendants' alleged conduct. The numerous issues on which the Settling Parties disagree are more fully described below.

Attorneys' Fees and Costs Sought: Class Counsel, in compensation for their time and risk in prosecuting the action on a contingent fee basis, intend to apply to the Court for an award of attorneys' fees of up to 30 percent of the Settlement Funds, plus accrued interest, and reimbursement of their expenses to prosecute the action and administer the Settlements. Should the Court award attorneys' fees and costs in the amount applied for, the average fee and costs per-share of common stock to Class Members would be approximately 3¢ to 4¢ (assuming 75 percent of class members tender claims).

Identification of the Class' Attorneys: Co-Lead Counsel for the Class are the law firms, BERGER & MONTAGUE, P.C., 1622 Locust Street, Philadelphia, Pennsylvania 19103, (215) 875-3000 and HAGENS BERMAN, LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101, (206) 623-7292. Co-Liaison Counsel for the Class are the law firms, DYER & SHUMAN LLP, 825 Logan Street, Denver, Colorado 80203-3114; and BADER & ASSOCIATES, 650 S. Cherry Street, Suite 1230, Denver, Colorado 80246. Sherrie R. Savett, Esq. and Stuart J. Guber, Esq., of BERGER & MONTAGUE, P.C., Steve W. Berman, Esq., of HAGENS BERMAN LLP, and the Class' Claims Administrator, P.O. Box 750, Philadelphia, PA 19105-0750, Telephone: 1-800-335-2852, are available to answer your questions on any matter contained in this Notice.

Reasons for Settlement: The Settling Parties believe that the Settlements are fair and in each of their best interests considering: (i) the immediate recovery to the Class, (ii) the uncertainty and risk of the outcome of further litigation, and (iii) each Settling Defendant's desire to eliminate the time and resources required to continue to defend the action.

THE SETTLEMENT HEARING

A hearing will be held before the Honorable Walker D. Miller, United States District Judge, on February 15, 2002, at 1:30 p.m. in Courtroom C-203, of the United States Courthouse, 1929 Stout Street, Denver, CO 80294, for the purpose of determining, among other things, whether: (i) the proposed Settlements are fair, reasonable and adequate; (ii) the proposed Settlements should be approved by the Court and the Litigation dismissed on the merits and with prejudice as against the Settling Defendants, and a Final Judgment entered, as provided above; (iii) Class Counsel's request for attorneys' fees and expenses plus expenses for the individual plaintiffs is fair and should be awarded; and (iv) the Plan of Allocation should be approved. The hearing may be adjourned from time to time by the Court at the hearing or any adjourned session thereof without further notice.

DEFINITION OF THE CLASS

In connection with the Settlements, the Court has conditionally certified a settlement class comprised of:

all persons who purchased or otherwise acquired the publicly traded debt or equity securities of BCI between February 6, 1995, and October 4, 1998, inclusive. Excluded from the Class are the Defendants, members of the immediate family of the BCI Individual Defendants, any entity in which any Defendant has a controlling interest, and the legal affiliates, representatives, heirs, controlling persons, successors, and predecessors in interest or assigns of any such excluded party. Specifically included in the Class are any and all mutual or other investment funds established or offered by the Underwriter Defendants or their affiliates, that have acquired the publicly traded debt or equity securities of BCI during the time period noted.

The settlement class described above is referred to herein as "the Class." The named representatives of the Class are Albion Financial, L.L.C., Linda Corray, Gordon Gaebler, Ira Graegerman, Leonard Hoffman, Mark and Debbie Katz, Tom Krzesinski, Alf and Marianne Silkeberg, Teachers' Retirement System of Louisiana and Raymond Wilkes.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. The purpose of this Notice is to advise you of the proposed Settlement of the Litigation and your rights with regard to it.

COMMENCEMENT OF THE LITIGATION

This litigation began in June 1997 with the filing of several class-action complaints against the defendants in federal court, all of which have been consolidated and docketed as *In Re Boston Chicken, Inc., Securities Litigation*, Civil Action No. 97-WM-1308 (D. Colorado) (the "Litigation"). Two more complaints were filed in Colorado state court, *Krzesinski v. Boston Chicken, Inc. et al.*, Case No. 97-CV-2295, and *Hoiseth, et al. v. Boston Chicken, Inc. et al.*, Case No. 97-CV-2543. The state court later consolidated these actions under the Krzesinski civil-action number (the "State Complaint").

On January 29, 1998, the Plaintiffs filed in federal court their Supplemental Consolidated Amended Class Action Complaint, which alleged claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission, sections 11, 12(2) and 15 of the Securities Act of 1933, and claims under the Colorado securities statutes against some or all of BCI, the BCI Individual Defendants, Arthur Andersen, and the Underwriter Defendants.

PRETRIAL PROCEEDINGS AND DISCOVERY IN THE LITIGATION

Class Counsel has conducted extensive discovery during the prosecution of the Litigation. The discovery has included, *inter alia*: (i) review and analysis of documents obtained from stock analysts who followed BCI; (ii) review and analysis of BCI's financial statements and results for fiscal 1994-1998; (iii) review and analysis of BCI's financial records and other internal documents, Arthur Andersen's

workpapers and analyses, and the Underwriter Defendants' "due diligence" files and supporting documentation; (iv) interviewing numerous witnesses, including current and former employees of BCI as well as each of the BCI Individual Defendants, representatives of the Underwriter Defendants who were involved in BCI's public offerings, and auditors from Arthur Andersen involved in the audits at issue; (v) review and analysis of public documents, including all relevant filings made by BCI with the SEC; (vi) extensive consultation with experts; and (vii) a thorough analysis and evaluation of the facts supporting Plaintiffs' claims. Class Counsel also has researched thoroughly the applicable law with respect to the claims of the Plaintiffs against the Settling Defendants and the potential defenses thereto.

CLAIMS OF PLAINTIFFS

The Complaint alleged claims for violation of certain federal and state securities laws. Plaintiffs sought damages based upon allegations that the defendants issued false and misleading public statements relating to BCI's business position and future prospects, and that certain of BCI's financial statements and public offering documents were materially inaccurate and/or failed to reflect all required information. Specifically, Plaintiffs alleged that defendants devised and executed a scheme to take a business—fast food stores in this case—and structure it in a fashion that permitted them to: (i) hide \$155.5 million in losses during 1996 and \$325 million during 1997 while (ii) retaining the revenues for BCI long enough to lure in investors' monies with reports of sensational profits. The mechanism used to further this alleged scheme was a number of purportedly independent marketing affiliates commonly referred to as Financed Area Developers ("FADs") that conducted BCI's retail business of selling fast food. Supported by "loans" from BCI, these affiliates paid back huge fees and royalties to BCI—BCI reported nearly \$800 million in revenues for 1996—but kept their losses to themselves. Plaintiffs alleged that by excluding these enormous losses from its own books in 1996 and 1997, and failing to recognize \$128 million in bad loans throughout almost the entire Class Period, BCI used this arrangement to report false "profits" and prime the securities market for a quick series of public offerings.

Plaintiffs also alleged that, as investors discovered only later, BCI's financial statements were fraudulent. Throughout the Class Period, BCI listed the fees and royalties from the FADs on its income statements and loans to the FADs as an asset. Plaintiffs alleged that at no point during the Class Period, however, did BCI disclose any information about the individual financial status of the FADs, such as losses or their ability to pay fees, royalties and loan payments back to BCI without first borrowing more money from BCI. Significantly, Plaintiffs alleged that BCI's financial statements and public offering documents failed to disclose the enormous losses that the FADs incurred as BCI's expansion plan unfolded. Indeed, Plaintiffs alleged that in just 1996 alone, these losses totaled \$155.5 million, and that investors knew nothing of this until later.

Plaintiffs believe that the Litigation has substantial merit and that they would ultimately prevail at trial. Further, the Settling Defendants would refile their motions to dismiss all of Plaintiffs' claims that were previously dismissed without prejudice due to the Settlements embodied herein. Plaintiffs believe that had a settlement not been reached, the motions (if refiled) would be denied. Entering into or carrying out the Settling Parties' separate Amended Stipulations of Settlement dated July 30, 2001 (or the Exhibits thereto), and any related negotiations or proceedings shall not in any event be construed as, or be deemed to be, evidence of an admission or a concession by the Plaintiffs with regard to the merits of their claims and shall not be offered or received in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Stipulations and the Exhibits thereto; except that the Stipulations and the Exhibits thereto may be filed in this Litigation or related litigation as evidence of Settlement, or in any subsequent action against or by the Settling Defendants or the Released Parties, as defined in the Plaintiffs' Stipulations with the Settling Parties to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense (except as to the Plan Trustee's Claims as defined herein).

BENEFITS OF SETTLEMENT TO PLAINTIFFS AND THE CLASS

Class Counsel recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Litigation against the Settling Defendants through trial and through appeals. Class Counsel has also taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Counsel has taken into account the strengths and uncertainties of the claims asserted in the Litigation, the possible defenses to the claims asserted, the obstacles to Plaintiffs' recovery imposed by the federal Private Securities Litigation Reform Act of 1995, and the substantial benefits of a cash settlement of \$19.4 million plus interest (less the fees, which shall not exceed 30 percent thereof, and expenses awarded to Class Counsel) for the Class (the "Settlements"). Counsel also considered the procedural obstacles created by the October 1998 bankruptcy filing of BCI. Among other matters, the filing led to the imposition of a temporary injunction staying further activity against BCI in the Litigation, and upon confirmation of the Plan of Reorganization, the imposition of a permanent injunction. This stay is still in effect as of the date of the Stipulations. These Settlements were reached after numerous arms-length negotiating sessions. Class Counsel has therefore determined that the Settlements set forth in the Stipulations are in the best interests of the Plaintiffs and the Class.

THE SETTLING DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Each of the Settling Defendants has denied and continues to deny each and all of the claims and contentions alleged by Plaintiffs in the Litigation. They have asserted and continue to assert many defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability arising out of the conduct alleged in the Litigation. They have also denied that Plaintiffs or members of the Class have suffered damage or that the price of BCI's equity or debt securities was artificially inflated by reason of their representations, alleged non-disclosures or otherwise.

Specifically, the Settling Defendants deny the allegations that they concealed the risk of losses incurred by BCI's FADs. To the contrary, the Settling Defendants believe that BCI's public filings demonstrate that BCI fully disclosed its financial relationship with its FADs; fully disclosed the risks FAD losses posed to the Company; and fully disclosed the FAD's actual losses as they became known. The Settling Defendants further deny the allegations that BCI's financial reporting or offering materials were inaccurate or misleading in any way or that they misled the market about whether BCI's financial reporting was inaccurate or misleading in any way or was prepared in compliance with the governing financial accounting standards. The Settling Defendants would be refiling their motions to dismiss all of Plaintiffs' claims against them had the case gone forward. Had a settlement not been reached, they believe they would have prevailed on their motions.

Neither the proposed Settlements, nor any document referred to in the Stipulations, nor any action taken to carry out the Stipulations, are, may be construed as, or may be used as an admission by or against any Settling Defendant of any fault, wrongdoing or liability whatsoever. Entering into, or carrying out, the Stipulations (or the Exhibits thereto) and any negotiations or proceedings related thereto shall not in any event be construed as, or be deemed to be evidence of, an admission or concession with regard to the denials or defenses of any Settling Defendant and shall not be offered or received in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Stipulations (and the Exhibits thereto) or the provisions of any related agreement or release; except that the Stipulations and the Exhibits thereto may be filed in this Litigation or related litigation as evidence of settlement, or in any subsequent action against or by any Settling Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense (except as to the Plan Trustee's Claims as defined herein).

BENEFITS OF SETTLEMENT TO THE SETTLING DEFENDANTS

The Settling Defendants have concluded that it is desirable that the claims asserted against them in this Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulations in order to avoid the expense, inconvenience and distraction of further legal proceedings and to put to rest the Settled Claims, including Unknown Claims (as those terms are defined in the respective Releases as part of the Proof of Claim) asserted by the Plaintiffs. In determining to enter into and to perform the Stipulations, the Settling Defendants have also considered a number of issues, including the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation and the strengths and uncertainties of the claims and defenses asserted in the Litigation.

THE RIGHTS OF CLASS MEMBERS

For purposes of the Settlements, members of the Class are all persons who purchased BCI equity or debt securities during the Class Period, defined above. Excluded from the Class are the Defendants, members of the immediate family of the BCI Individual Defendants, any entity in which any Defendant has a controlling interest, and the legal affiliates, representatives, heirs, controlling persons, successors, and predecessors in interest or assigns of any such excluded party. Specifically included in the Class are any and all mutual or other investment funds established or offered by the Underwriter Defendants or their affiliates, that have acquired the publicly traded debt or equity securities of BCI during the time period noted. For purposes of these Settlements, "Class Members" mean all members of the Class as defined above, except for persons who submit a valid and timely request for exclusion.

If you are a Class Member and submit a Proof of Claim, you may receive the benefit of, and you will be bound by, the terms of the proposed Settlements described below, upon approval of the Court and consummation of the Settlements.

All members of the Class have the option of excluding themselves from the Class by mailing a timely and valid request for exclusion, postmarked on or before January 31, 2002 to:

BCI Securities Litigation Claims Administrator
P.O. Box 750
Philadelphia, PA 19105-0750

A request for exclusion must set forth the following information with respect to the person or entity requesting exclusion: (i) the name, address, Social Security or Employer Identification number of the Person seeking exclusion; (ii) the name and address of the person in whose name the shares were registered (if different from the foregoing); (iii) the number and type of BCI common stock and/or debt securities purchased and sold, if applicable; (iv) the dates of all such trades; (v) the price paid for and the proceeds received, if any, from sale of such securities, and (vi) furnish written confirmation of each such transaction. All requests for exclusion must be signed by or on behalf of the person or entity requesting exclusion and must clearly state the intention to be excluded from the Class.

A request for exclusion is invalid if it is not timely submitted, or does not include all the information required by this Notice, or is not signed as provided in this Notice. A member of the Class who submits an invalid request for exclusion remains a Class Member.

All persons or entities who properly submit requests for exclusion from the Class shall not be Class Members and shall have no rights with respect to the Settlements and no interest in the Settlement Funds and may seek to prosecute claims on an individual basis.

If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Lead

Counsel for Plaintiffs and the Class, including:

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THE PROPOSED SETTLEMENT

Between September 9, 1998 and June 30, 1999, Plaintiffs and the two groups of Settling Defendants reached Settlements, which are set forth in the Amended Stipulations on file with the Court.⁴ Class Counsel, on the basis of, among other things, a thorough investigation of the facts and the law relating to the acts, events, and conduct complained of and the subject matter of the Litigation, has concluded that the proposed Settlements are fair to, and in the best interests of, the Class. While the Settling Defendants deny all charges of wrongdoing and do not concede liability, they have agreed to settle the Litigation on the basis proposed for the purpose of putting to rest all further controversy and avoiding substantial expenses and the inconvenience and distraction of burdensome and protracted litigation.

The following description of the proposed Settlements of the Litigation is only a summary. Reference may be made to the text of the Stipulations, on file with the Court, for a full statement of their provisions. As already described, the major terms of the Settlements are:

1. The Settlement Funds have been established totaling \$19.4 million plus interest. Deducted from the Settlement Funds will be: (i) taxes on the accrued interest; (ii) litigation expenses awarded to Class Counsel; (iii) attorneys' fees awarded to Class Counsel, which shall not exceed 30 percent of the Settlement Funds after deduction of expenses; (iv) expenses of notifying the Class of this Partial Settlement and administering Class members' claims; and (v) other incidental costs, including reimbursement to the individual Plaintiffs for their personal expenses in prosecuting this Litigation.

2. Upon approval of the Settlements by the Court, entry of a Final Judgment that becomes a final and nonappealable judgment, and satisfaction of other conditions of the Settlements, the Settlement Funds will be distributed under the Court's direction and supervision, as follows:

(a) Subject to the approval and order(s) of the Court, to pay Class Counsel's attorneys' fees and expenses, plus accrued interest thereon, including the fees of experts and reimbursement of expenses incurred by each of the Plaintiffs in connection with the Litigation, all if and to the extent allowed by the Court.

(b) To pay all reasonable costs and expenses incurred in connection with providing notice to members of the Class, locating members of the Class, soliciting Class Members' claims, assisting with the submitting of claims, administering and distributing the Settlement Funds to the Class, processing proofs of claims, processing requests for exclusion, escrow fees and costs.

3. Subject to the approval and order(s) of the Court, the balance of the Settlement Funds (the "Net Settlement Fund") shall be distributed to Class Members who submit valid and timely Proofs of Claim and Releases ("Authorized Claimants") in accordance with the Plan of Allocation described below.

STATEMENT OF PLAINTIFFS' RECOVERY

Based on assumptions and calculations made concerning the trading pattern and volume of the Subject Securities during the Class Period and the number of Subject Securities⁵ entitled to participate in the Settlements, and an assumption that not all Class Members who are eligible to submit proofs of claim will actually do so, Plaintiffs' Counsel estimate that the average per-common-share recovery is approximately 11¢, less each share's portion of any fees, expenses, or

⁴As noted in footnote 3, above, the original Stipulations of Settlement were amended to reflect the fact that the Plan Trustee has filed litigation against both Arthur Andersen and the Underwriter Defendants.

⁵The term "Subject Securities" means BCI common stock, 4.5% Notes, 7.75% Notes and/or the LYONS.

costs authorized or awarded by the Court. *This amount is only an estimate.*⁶ Individual Class Members' actual recoveries under the Settlements may vary depending on the amount they paid for their securities, the amount of proceeds they received if any of the securities purchased during the Class Period were sold, when the securities were purchased and sold, and the number of securities with respect to which valid claims against the Net Settlement Fund are submitted. (See also the description of the proposed Plan of Allocation below.)

STATEMENT OF POTENTIAL OUTCOME OF THE CASE

Although the Settling Parties agree about the general principles of law and economics that govern the question of damages, they do not agree on an average amount of potential damages per share that could be reasonably estimated if the Class were to prevail in establishing liability with respect to each claim asserted in the Litigation.

Agreed principles. The parties agree with respect to the following legal and economic principles governing Plaintiffs' claims for damages: Plaintiffs can recover only those actual out-of-pocket losses that the Plaintiffs prove were caused by Defendants' violation of the federal securities laws, and not losses caused by other factors. Plaintiffs bear the burden of proving that they were, in fact, damaged by reason of the defendants' violations and the amount of damages caused by such violations. Should Plaintiffs fail to satisfy their burden with respect to either of those matters, they would be entitled to receive nothing. A Class Member's market loss may bear little relationship to the legal measure of damages in this case. The measure of damages could be materially less than any Class Member's market losses because Class Members' market losses, as measured by changes in the price of the Subject Securities during the Class Period, may not all be attributed to the matters alleged in the Complaint. (The Settling Defendants deny that any such losses may be so attributed.) With respect to the estimate of damages in securities fraud cases, plaintiffs and defendants often have widely divergent views, as they do here. The estimate of damages in such cases involves highly complex valuation and trading models that require the supporting testimony of a qualified expert witness. Before any such expert testimony may be presented to a jury, the Court must determine, in the first instance, that it is admissible in evidence. Subject to the agreed legal principles, and assuming the admissibility of the experts' estimates, the proper measure of damages is then a question for the jury to determine.

Plaintiffs' estimate. Plaintiffs estimate that if they were to prevail on each claim asserted in the Litigation, the average amount of the potential damages recoverable per common stock share would be approximately \$2.62, before deducting any attorneys' fees and expenses or other costs.⁷ These hypothetical damages assume that all significant liability and damage issues would be resolved in Plaintiffs' favor at trial, and they do not take into account the considerable risks of litigation, especially great in a complex action such as this. If Plaintiffs were not to prevail on each of their claims against defendants, the damages recoverable would be much lower and could be zero.

Defendants' estimate. The Settling Defendants estimate that, even if Plaintiffs were to prove defendants' liability on each of the claims asserted in the Litigation, the average amount of potential damages per share would be zero or minimal and not exceed a small fraction of Plaintiffs' estimate.

The parties' areas of disagreement on damages. The Settling Parties disagree with respect to numerous issues that bear upon the question of damages that would be recoverable if Plaintiffs were to prevail on each of their claims. The issues on which the Settling Parties disagree include:

- (1) the appropriate economic model for determining the amount by which the prices of the Company's securities were allegedly artificially inflated (if at all) during the Class

Period, including the threshold question of its admissibility under federal law;

- (2) the amount by which the Company's securities prices were allegedly artificially inflated (if at all) during the Class Period;
- (3) the various market forces influencing the trading prices of the Company's securities during the Class Period;
- (4) the extent to which external factors, such as general market conditions, or factors unrelated to the matters alleged in the Complaint influenced the trading prices of BCI's securities during the Class Period (including the question of what portion of the drop in the market price of the Company's securities can reasonably be attributed to the matters alleged in the Complaint and what portion should be attributed to other factors);
- (5) the extent to which the various matters that Plaintiffs alleged were false or misleading influenced (if at all) the trading prices of the Company's securities during the Class Period;
- (6) the extent to which the various matters that the Company disclosed that Plaintiffs do *not* allege were false or misleading, or that were otherwise publicly available to investors, counteracted or nullified the effect (if any) on the market prices of the Company's securities of those matters that the Plaintiffs alleged were false or misleading;
- (7) the number of shares of common stock or units of the other Subject Securities that were, in fact, damaged by the alleged misstatements or omissions;
- (8) the admissibility of estimates of the number of shares of common stock or units of the other Subject Securities that were, in fact, damaged by the alleged misstatements or omissions;
- (9) the proper effect of the damages ceiling set forth in the securities laws; and
- (10) the estimate of the number of valid claims that are likely to be submitted.

PLAN OF ALLOCATION

Payments and distributions from the Net Settlement Fund shall be allocated among Authorized Claimants pursuant to the Plan of Allocation:

(a) The term "Market Loss" shall mean the difference between the purchase price of the Subject Security and the sales price of the Subject Security (or the closing value of such Subject Security on October 2, 1998, if any Subject Security was still held and not sold as of that date). Any gain on the purchase and sale of Subject Securities during the Class Period shall be used to offset an Authorized Claimant's Recognized Loss.

(b) The Recognized Loss per security for each Subject Security shall be determined as follows:

Common Stock Purchasers (Equity Securities)

(i) For Authorized Claimants who purchased common shares during the Class Period but on or before April 9, 1997 and who sold such shares at a loss on or before April 9, 1997 ("Subgroup 1"), the Recognized Loss is deemed \$.05 per share.

(ii) For Authorized Claimants who purchased common shares during the Class Period but on or before April 9, 1997 and who sold such shares at a loss on or after April 10, 1997, or held their common shares after October 2, 1998 ("Subgroup 2"), the Recognized Loss is 100% of the "Market Loss" as defined above.

(iii) For Authorized Claimants who purchased common shares between April 10, 1997 and October 30, 1997, inclusive, and who sold their shares at a loss at any time on or after April 10, 1997 or held their common shares after October 2, 1998 ("Subgroup 3"), the Recognized Loss is 75% of the "Market Loss" as defined above.

⁶ It is necessary to make certain assumptions and estimates to determine the average per-common-share recovery. Among such assumptions are that the shares used to generate the estimate are those described in the Plan of Allocation at Subgroups 2 and 3 (see Plan of Allocation, below) and that timely and valid proofs of claim with respect to 75% of such shares will be submitted. Based on Plaintiffs' Counsel's experience in class action securities settlements, no more than 75% of Class Members will submit valid and timely proofs of claim. Plaintiffs' Counsel also believe that, because of the small recognized losses attributable to Subgroups 1 and 4, it is not appropriate to include shares from those Subgroups in estimating the average per-common-share recovery.

⁷ At trial, pursuant to Section 201 of the Private Securities Litigation Reform Act of 1995, the jury would have been asked to determine the percentage of responsibility that each of the Defendants (including BCI) caused or contributed to the loss incurred by the Class. Based upon Plaintiffs' Counsel's analysis, the jury would likely find that BCI caused at least 50% of the Class' damages. Due to BCI's filing for bankruptcy protection under the federal bankruptcy laws on October 5, 1998, and the Bankruptcy Court's issuance of a permanent injunction in the Bankruptcy Proceedings, an estimated 50% of the damages suffered by the Class would be unrecoverable. The \$2.62 figure set forth above takes into account that at least 50% of the damages proven at trial would be unrecoverable.

(iv) For Authorized Claimants who purchased common shares between October 31, 1997 and October 2, 1998, inclusive, and who sold their shares at a loss at any time on or after October 31, 1997 or held their common shares after October 2, 1998 ("Subgroup 4"), the Recognized Loss is deemed \$.05 per share.

Purchasers of LYONS, 4.5% Notes and 7.75% Notes (Collectively "Debt Securities")

(i) For Authorized Claimants who purchased 2015 LYONS, 4.5% Notes and 7.75% Notes (collectively "Debt Securities") during the Class Period but on or before April 9, 1997, and who sold such Debt Securities at a loss on or before April 9, 1997 ("Subgroup 1"), the Recognized Loss is deemed \$2 per \$1,000 face amount of the Debt Security.

(ii) For Authorized Claimants who purchased Debt Securities during the Class Period but on or before April 9, 1997 and who sold such Debt Securities at a loss on or after April 10, 1997, or held their Debt Securities after October 2, 1998 ("Subgroup 2"), the Recognized Loss is 100% of the "Market Loss" as defined above.

(iii) For Authorized Claimants who purchased Debt Securities between April 10, 1997 and October 30, 1997, inclusive, and who sold their Debt Securities at a loss on or after April 10, 1997, or held their Debt Securities after October 2, 1998 ("Subgroup 3"), the Recognized Loss is 75% of the "Market Loss" as defined above.

(iv) For Authorized Claimants who purchased Debt Securities between October 31, 1997 and October 2, 1998, inclusive, and who sold their Debt Securities at a loss on or after October 31, 1997, or held their Debt Securities after October 2, 1998 ("Subgroup 4"), the Recognized Loss is deemed \$2 per \$1,000 face amount of the Debt Security.

These calculations are based on an analysis of the Class claims performed by Plaintiffs' Counsel. On April 10, 1997, an article appeared in the *San Francisco Chronicle* disclosing some adverse information about BCI's financial condition and criticizing BCI's aggressive accounting practices, allegedly causing a substantial decline in the price of the Subject Securities. This constituted a partial disclosure of the alleged fraudulent financial reporting as set forth in the Complaint. Subgroup 1 Subject Securities were bought and sold before this partial disclosure and thus, the amount of the alleged artificial inflation at the point of purchase and sale were identical. Subgroup 1 Subject Securities, therefore, suffered little or no damage. Subgroup 2 Subject Securities were purchased before the April 10, 1997 partial disclosure and sold during the Class Period on or after the April 10, 1997 partial disclosure or held to the end of the Class Period. Subgroup 2 Subject Securities were purchased before any knowledge of the alleged fraudulent financial reporting and sold or held after the April 10, 1997 partial disclosure and therefore, have been assigned a Recognized Loss of 100% of Market Loss.

On October 30, 1997, BCI announced that it would be exercising its option to convert the loans to all of the FADs into a majority equity interest, allegedly causing a substantial decline in the Subject Securities due to the fact that the large losses suffered by the FADs would be consolidated with BCI's financial statements. This constituted almost if not full disclosure of the alleged fraudulent financial reporting. Because Subgroup 3 Subject Securities were purchased with partial knowledge of the alleged fraudulent financial reporting due to the April 10, 1997 partial disclosure but before October 30, 1997, Subgroup 3 Subject Securities have been assigned a Recognized Loss of 75% of Market Loss. Subgroup 4 Subject Securities were purchased after the October 30, 1997 full disclosure and therefore, suffered little or no damage due to the alleged fraudulent financial reporting.

(c) The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date. For purposes of computing purchases and sales prices, commissions and fees with respect to the purchase or sale of the Subject Securities and accrued interest, if any, on the Debt Securities shall not be included.

(d) In processing each claim, securities sold during the Class Period and securities unsold at the end of the Class Period shall be matched on a first-in, first-out ("FIFO") basis, first against holdings at the beginning of the Class Period (creating zero loss by such matchups) and then against security purchases during the Class Period.

(e) Authorized Claimants filing claims resulting in a payment of less than \$10 in cash shall not be paid but shall otherwise be bound by the Judgment.

(f) Payment in the manner set forth above shall be deemed conclusive of compliance with the Stipulations against all Authorized Claimants, though the determinations of the Claims Administrator shall be subject to review and approval by the Court, as part of the Court's review and approval of a proposed Order of Distribution. By submitting a Proof of Claim and the Releases, each Authorized Claimant waives the right to trial by jury, to the extent it exists, and agrees to summary disposition by the Court with respect to the determination of the validity and amount of his, her, or its claim. All Class Members who fail to submit valid and timely proofs of claim shall be barred from participating in the distribution of the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of this Stipulation, including the terms of any final orders or judgments entered and the releases given.

(g) The Settling Defendants have no responsibility for, and no obligations or liabilities of any kind whatsoever in connection with, the determination, administration, calculation or payment of claims to Class Members. The definition of Recognized Loss may be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlements set forth in the Stipulations, and any order or proceedings relating to the method of calculating the Recognized Loss, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulations, or affect or delay the finality of the Final Judgment approving the Stipulations and the Settlements of the Litigation set forth herein. The method of calculating the Recognized Loss was determined by Class Counsel; the Settling Defendants take no position with respect to the definition of Recognized Loss, the manner of calculating it or its effect on, or fairness to, any Authorized Claimant other than to deny that the price of BCI's securities was artificially affected or inflated by their conduct.

(h) No Authorized Claimant shall have any claim against Plaintiffs' Counsel or the Claims Administrator based on, or in any way relating to, distributions from the Net Settlement Fund that have been made substantially in accordance with this Notice.

PARTICIPATION IN THE SETTLEMENTS

1. To share in the Net Settlement Fund, you must submit a valid and timely Proof of Claim and Releases form enclosed with this Notice no later than April 19, 2002, to the address set forth in the attached Proof of Claim and Releases form.

2. Payment in accordance with the Plan of Allocation shall be deemed conclusive of compliance with the Stipulations against all Authorized Claimants. All Class Members who fail to submit valid and timely Proofs of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulations, including the terms of any final order or judgments entered and the releases given.

FINAL JUDGMENT UPON APPROVAL

1. If the proposed Settlements are approved by the Court, the Court will enter a Final Judgment that, among other things, will:

(a) Approve the Settlements as fair, reasonable and adequate to the Class;

(b) Consider Class Counsel's request for attorneys' fees and expenses and expense awards to Plaintiffs;

(c) Certify the Class and approve the Plaintiffs as representatives of the Class for purposes of these Settlements;

(d) Dismiss the Litigation in its entirety as against the Settling Defendants with prejudice and without costs to any party as against any other party;

(e) Adjudge that the Plaintiffs and each Class Member, defined as those who have not timely and validly requested exclusion, shall be deemed conclusively to have released the Settled Claims, including Unknown Claims, against the Settling Defendants and the Released Parties, Plaintiffs and Class Counsel. The terms Settled Claims and Unknown Claims as they relate to each of the Settling Defendants, are defined in the respective Releases included with the Proof of Claim. Notwithstanding that the Plaintiffs or any Class Member may hereafter discover facts in addition to, or different from, those that the Plaintiffs and Class Members now

know or believe to be true with respect to the Litigation and Settled Claims, including Unknown Claims, or to the subject matter of the releases, the Plaintiffs and each Class Member shall be deemed, upon the Effective Date, fully, finally and forever to settle and release any and all Settled Claims, including Unknown Claims, as against the Settling Defendants and the Released Parties, including all claims known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, may hereafter exist, or heretofore have existed, and without regard to the subsequent discovery or existence of any such different or additional facts. In giving such releases, all Class Members and Plaintiffs are deemed to have waived any and all rights that they may have under any statute or common-law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of the Stipulations, including the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that the Stipulations do not provide for the application of California law), which provides as follows:

§ 1542. General release; extent

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

(f) Upon the Effective Date, the Settling Defendants and Released Parties shall be deemed to have released the Plaintiffs and Plaintiffs' Counsel from those claims or potential claims against Plaintiffs and Plaintiffs' Counsel that are based upon or arise out of the institution, assertion or prosecution of the Litigation or the Settled Claims; provided, however, that such releases shall not extend to claims arising out of any violation of the Stipulations or any violations of any confidentiality agreements entered into in the Litigation. The Settling Defendants on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees, or administrators, are forever barred and enjoined from commencing, instituting or prosecuting any claims, liabilities, and causes of action in connection with Plaintiffs' institution, prosecution, assertion or resolution of the Litigation or the Settled Claims against Plaintiffs and Plaintiffs' Counsel;

(g) Subject to the provisions of paragraph (i) below and upon the Effective Date, the Settling Defendants and the BCI Individual Defendants, and their Successors in Interest (and any Person acting on their behalf, derivatively or in a trustee capacity) shall be barred and permanently enjoined, whether directly, representatively, or in any other capacity, from instituting or prosecuting or continuing to prosecute any action, claim, or claim-over against the Settling Defendants and the other Released Parties that are or could be asserted, now or in the future, by any of the Settling Defendants and the BCI Individual Defendants, and their Successors in Interest related to the subject matter of the Litigation.

(h) Subject to the provisions of paragraph (i) below and upon the Effective Date, for the purpose of effectuating the Parties' intention to protect the Released Parties from claims or claims-over of third parties arising out of the Settled Claims, the Court will:

(1) With the exception of BCI, the BCI Affiliates and the Plan Trustee bar and permanently enjoin all Persons, including without limitation the Settling Defendants and the BCI Individual Defendants, and their Successors in Interest, either directly, representatively, or in any other capacity, from instituting or prosecuting or continuing to prosecute, any action, claim or claim-over; and

(2) With the exception of BCI, the BCI Affiliates and the Plan Trustee dismiss with prejudice and without costs any claims or claims-over asserted or deemed asserted by any Persons, including without limitation the Settling Defendants and the BCI Individual Defendants, and their Successors in Interest—against any Released Party on whatsoever theory (whether by way of third-or-subsequent party complaint,

cross-claim, separate action or otherwise, and whether under federal or state law) to recover in whole or in part any liability, direct or indirect, of such Person to any Class Member in connection with, arising out of, or that is in any way related to, the Settled Claims.

(i) Nothing in the Final Judgment shall be deemed to limit or affect in any way the ability of Arthur Andersen, the Underwriter Defendants, the other Released Parties and the BCI Individual Defendants to pursue claims against any Person (including, without limitation, the Other Settling Defendants and Class Members) either as part of or with regard to the Trustee Litigation and any Related Proceeding(s). All releases given by the Settling Defendants and the other Released Parties and all bars provided for in the Final Judgment are to be construed to provide that the Settling Parties, the other Released Parties and the BCI Individual Defendants reserve and maintain all rights, claims and defenses available to them, as to any Person (including, without limitation, BCI, the BCI Affiliates, the Plan Trustee, the Settling Defendants, the BCI Individual Defendants and the Class Members) with regard to the Trustee Litigation and any Related Proceeding(s). Nothing in the Final Judgment shall be construed to limit the assertion by the Settling Parties, the other Released Parties and the BCI Individual Defendants of any rights, claims and defenses in the Trustee Litigation and any related proceeding(s), including, without limitation, claims for contribution. As to the Plan Trustee's Claims as defined herein, the Stipulation and related settlement, orders and judgment shall not provide the Underwriter Defendants and Arthur Andersen, Other Released Parties or any other Person with a *res judicata* or collateral estoppel or any similar defense, and shall have no preclusive effect on said Plan Trustee's Claims.

(j) Reserve jurisdiction, without affecting the finality of the Final Judgment entered, over:

(1) implementing, administering and enforcing the Settlements and the Stipulations and any award or distribution of the Settlement Funds or Net Settlement Fund;

(2) disposition of the Settlement Funds or Net Settlement Fund;

(3) this action until this Final Judgment becomes effective and each and every act agreed to be performed pursuant to the Stipulations has been performed;

(4) all parties to this action and the Class Members for the purpose of enforcing and administering the Stipulations; and

(5) other matters related or ancillary to the foregoing.

The term, "Effective Date," as used herein, means the first date by which all of the following have occurred:

a) the Court enters a final judgment substantially in the form agreed to by the Settling Parties;

b) the Court's Judgment becomes final, which shall be deemed to occur as follows: (i) if no appeal or review of the Judgment is sought, the day following the expiration of the time to appeal from the Judgment (or, if the date for taking an appeal shall be extended, the day after expiration of the extension and all related rights of appeal); or (ii) if an appeal or review of the Judgment is sought, the day after such Judgment is affirmed or the appeal or review is dismissed or denied and is no longer subject to further judicial review;

c) the State Court enters judgment (the "State Court Judgment") substantially in the form as agreed to by the Settling Parties; and

d) the State Court Judgment becomes final, which shall be deemed to occur as follows: (i) if no appeal or review of the State Court Judgment is sought, the day following the expiration of the time to appeal from the State Court Judgment (or, if the date for taking an appeal shall be extended, the day after expiration of the extension and all related rights of appeal); or (ii) if an appeal or review of the State Court Judgment is sought, the day after the State Court Judgment is affirmed and is no longer subject to further judicial review.

And finally, the term, "Released Parties" encompasses all of the persons and entities included in the two Stipulations' definitions of "Released Parties."

The Arthur Andersen Stipulation defines "Released Parties" to mean Arthur Andersen and its present and former subsidiaries (whether or not wholly-owned), parents, partnerships, predecessors, successors, and affiliates, the present and former partners, officers, directors, principals, employees, agents, assigns, consultants, attorneys, advisors, shareholders, insurers and reinsurers of any of the foregoing, and any of the respective predecessors, successors and assigns of any of the foregoing.

The Underwriter Defendants' Stipulation defines "Released Parties" to mean the Underwriter Defendants, as well as the members of the underwriting syndicate(s) involved in the offerings challenged in the Litigation, and each of their respective present and former subsidiaries (whether or not wholly-owned), parents, partnerships, predecessors, successors, and affiliates, the present and former partners, officers, directors, principals, employees, agents, assigns, consultants, attorneys, advisors, shareholders, insurers and reinsurers of any of the foregoing, and any of the respective predecessors, successors and assigns of any of the foregoing.

NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

TO: Banks, brokerage firms, institutions, and other persons who are nominees for persons who purchased or otherwise acquired the publicly traded debt or equity securities of BCI between February 6, 1995, and October 4, 1998, inclusive, are requested within ten days of receipt of the Notice: (i) to provide Class Counsel with the names and addresses of such beneficial owners, if they have not already done so, or (ii) to forward a copy of the Notice to each such beneficial purchaser and provide Class Counsel with written confirmation that the Notice has been so forwarded. Class Counsel shall offer to reimburse nominees for the reasonable cost of identifying and notifying beneficial owners. Additional copies of the Notice may be obtained from Class Counsel for forwarding to such beneficial owners. All correspondence to Class Counsel should be addressed to:

BCI Securities Litigation Claims Administrator
P.O. Box 750
Philadelphia, PA 19105-0750
Telephone: 1-800-335-2852

**ATTORNEYS' FEES AND EXPENSES
SOUGHT BY PLAINTIFFS' COUNSEL**

Plaintiffs' Counsel intend to apply to the Court for an award of attorneys' fees from the Settlement Funds in an amount not to exceed 30% percent of the Settlement Funds (together with interest earned on those funds) after deduction for expenses, an amount believed by Plaintiffs' Counsel to be fair, reasonable, and adequate as payment for the substantial recovery obtained for the Class, and for counsel's substantial risk and effort expended in the prosecution of this Litigation undertaken on a purely contingent basis. Plaintiffs' Counsel also intend to apply for an award of reimbursement of expenses and disbursements incurred in an amount not to exceed \$800,000. Plaintiffs estimate that the amount of fees sought is approximately 3¢ per share of common stock and that the amount of expenses is less than 1¢ per share of common stock, both on an average per-share basis. Class Counsel reserve the right to make additional applications from the Settlement Fund for incidental fees and expenses incurred in administering Class claims. Such awards as the Court may grant will be paid from the Settlement Funds.

THE HEARING

Any member of the Class may appear at the hearing to show cause why the proposed Settlements should not be approved and the Litigation should not be dismissed on the merits with prejudice, or to present opposition to the Plan of Allocation or the application of Class Counsel for attorneys' fees and expenses; provided, however, that no such person shall be heard, unless the objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the hearing, with the Court no later than *January 31, 2002* and showing due proof of service on lead counsel for the Class,

Sherrie R. Savett, Esq. Stuart J. Guber, Esq. BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, PA 19103	Steve W. Berman, Esq. HAGENS BERMAN LLP 1301 Fifth Avenue, Suite 2900 Seattle, Washington 98101
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on counsel for Arthur Andersen,

H. Thomas Coghill, Esq.
ARNOLD & PORTER
370 Seventeenth Street, Suite 4500
Denver, Colorado 80202

on counsel for the Underwriter Defendants,

George B. Curtis, Esq.
GIBSON, DUNN & CRUTCHER LLP
1801 California, Suite 4100
Denver, Colorado 80202-2641

Any member of the Class who does not make objection or opposition in the manner provided shall be deemed to have waived all objections and opposition to the fairness, reasonableness and adequacy of the proposed Settlements or to the request of Class Counsel for an award of attorneys' fees and expenses and shall forever be barred from making any such objections in this Litigation. Members of the Class who wish to appeal any decision with respect to the Settlements, the Plan of Allocation or the award of attorneys' fees and expenses must formally intervene as a party under Rule 24 of the Federal Rules of Civil Procedure.

EXAMINATION OF PAPERS AND INQUIRIES

For a more detailed statement of the matters involved in this Litigation, reference is made to the pleadings, to the Stipulations and to other papers filed in this Litigation, which may be inspected at the Office of the Clerk of the United States District Court, District of Colorado, United States Courthouse, 1929 Stout St., Denver, Colorado 80294, during business hours of each business day.

Inquiries regarding the Litigation and the Proposed Settlements should be addressed to either of:

Sherrie R. Savett, Esq. Stuart J. Guber, Esq. BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, PA 19103	Steve W. Berman, Esq. HAGENS BERMAN LLP 1301 Fifth Avenue, Suite 2900 Seattle, Washington 98101
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Inquires regarding Proofs of Claims should be addressed to the Claims Administrator as follows:

BCI Securities Litigation Claims Administrator
P.O. Box 750
Philadelphia, PA 19105-0750
Telephone: 1-800-335-2852

However, communications that convey confidential information should be sent directly to Ms. Savett or Mr. Guber at Berger & Montague P.C. or Mr. Berman at Hagens Berman LLP.

**MECHANICS OF CLAIMS PROCESSING
AND TIMING OF DISTRIBUTION**

1. It takes six months to a year to process all of the claims, and sometimes longer depending upon the number of claims, the number of claims for which additional documentation must be submitted, and the length of time the Court takes to approve final payment.

2. To minimize administration costs and maximize your recovery, you will not receive an acknowledgment of your claim form. If your claim form is deficient, you will receive notice and an opportunity to cure any deficiency. If your claim is rejected by the Claims Administrator and Class Counsel, you will be notified and informed of your right to appeal.

PLEASE DO NOT CALL OR WRITE TO THE COURT.

Dated: December 20, 2001.

BY ORDER OF THE COURT
United States District Court
District of Colorado

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

<i>In re</i> BOSTON CHICKEN, INC. SECURITIES LITIGATION	X : Civil Action No. 97-WM-1308 : (Consolidated with cases numbered: : 97-WM-1435, 97-WM-1446, 97-WM-1514, 97-WM-1562, : 97-WM-1574, 97-WM-1609, 97-WM-1610, 97-WM-1619, : 97-WM-1644, 97-WM-1680, 97-WM-1701, 97-WM-1711, : 97-WM-1731, 97-WM-1812, 97-WM-1815, 97-WM-1822, : 97-WM-1838, 97-WM-1891, 97-WM-1997, 97-WM-2321, X and 98-WM-498)
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PROOF OF CLAIM AND RELEASES

I. GENERAL INSTRUCTIONS

1. In order to share in the Settlement Funds as a Class Member in the federal actions consolidated in *In re Boston Chicken, Inc. Securities Litigation*, Civil Action No. 97-WM-1308 and the state actions consolidated in *Krzesinski v. Boston Chicken, et al.*, Case No. 97-CV-2295, Jefferson County District Court, State of Colorado (the "Litigation"), you must complete and sign this Proof of Claim and Releases. If you fail to submit a completed, signed, and properly addressed Proof of Claim and Releases (as set forth in Paragraph 4 below), your claim will be rejected, and you will be precluded from any recovery from the Settlement Funds created in connection with the proposed Settlement of the Litigation.

2. Please note that this mailing includes two separate Releases, each corresponding to a separate settlement in this Litigation between Plaintiffs and (i) Arthur Anderson LLP, and (ii) the Underwriters Defendants.¹ As a condition to recovering under the two settlements, you **MUST** sign and submit both Releases that accompany this Proof of Claim form.

3. Submission of the Proof of Claim and Releases form, however, does not assure that you will share in the proceeds of the Settlements in the Litigation.

4. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASES BY NOT LESS THAN FIRST-CLASS MAIL POSTMARKED ON OR BEFORE APRIL 19, 2002 ADDRESSED AS FOLLOWS:

BCI Securities Litigation Claims Administrator
P.O. Box 750
Philadelphia, PA 19105-0750

5. If you are a member of the Class and you do not timely request exclusion in connection with the proposed Settlements, you are bound by the terms of any Final Judgment entered in the Litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND ANY RELEASE(S)**.

6. If you are **NOT** a Class Member (as defined in the "Notice of Class Action and Hearing on Proposed Settlements") or you do not wish to participate in the Settlement Funds created by these Settlements, **DO NOT** submit a Proof of Claim and Releases form.

7. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record of Boston Chicken, Inc. ("BCI") common stock or debt securities that form the basis of this claim. If you purchased BCI common stock or debt securities and held the certificate(s) in your name, you are the "beneficial" purchaser as well as the "record" purchaser. If, however, you purchased BCI common stock or debt securities and the certificate(s) were registered in the name of a third party such as a nominee or brokerage firm, you are the beneficial purchaser, and the third party is the record purchaser. **THIS CLAIM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S), OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.**

¹ The Underwriter Defendants are Merrill Lynch & Co., Alex. Brown & Sons, Inc. (now known as Deutsche Banc Alex. Brown, LLC), and Morgan Stanley & Co. Incorporated.

8. **All joint purchasers must sign this claim.** Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim, and their titles or capacities must be stated. The Social Security (or Employer Identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

9. Use Parts II and III of this form, entitled “Schedule of Transactions in Boston Chicken, Inc. (‘BCI’) Common Stock” and “Schedule of Transactions in Boston Chicken, Inc. (‘BCI’) Debt Securities,” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

10. Shares “transferred into”, “delivered into” or “received into” the claimant’s account shall NOT be considered as purchased shares unless claimant submits documents supporting that the original purchase of the shares occurred during the Class Period. Also, shares purchased and subsequently “transferred out” or “delivered out” of claimant’s account will NOT be considered part of claimant’s claim, as the right to file for those shares belongs to the person or party receiving the shares.

11. Provide all of the requested information with respect to all of your purchases and all of your sales of BCI common stock or debt securities that took place at any time between February 6, 1995 and October 4, 1998, inclusive (the “Class Period”), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

12. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of the trade date for each transaction you list.

13. The date of covering a “short sale” is deemed to be the date of the purchase of BCI common stock or debt securities. The date of a “short sale” is deemed to be the date of sale of BCI common stock or debt securities.

14. Brokerage commissions, transfer taxes, and accrued interest, if any, that you paid in connection with your purchase or sale of BCI common stock or debt securities should be excluded in computing the “total purchase price” and “total sales price.”

15. Brokers’ confirmations or other documentation of your transactions in BCI common stock or debt securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

16. The following are Co-Lead Counsel for the Plaintiffs and the Class in this Litigation:

Sherrie R. Savett, Esq.
Stuart J. Guber, Esq.
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103

Steve W. Berman, Esq.
Hagens Berman LLP
1301 Fifth Avenue, Suite 2900
Seattle, Washington 98101

PART II. SCHEDULE OF TRANSACTIONS IN BOSTON CHICKEN, INC. ("BCI"), COMMON STOCK

A. NUMBER OF SHARES OF BCI COMMON STOCK, held as of the close of business on February 5, 1995:

_____.

B. PURCHASES (February 6, 1995 through October 4, 1998, inclusive) OF BCI COMMON STOCK

Trade Date of Purchase Month / Day / Year	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price ¹ (Exclusive of Commissions and Fees)	Check if Documentation is Enclosed
1. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
2. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
3. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
4. I purchased a total of <input type="text"/> shares of BCI Common Stock.				

C. SALES (February 6, 1995 through October 4, 1998, inclusive) OF BCI COMMON STOCK

Trade Date of Sale Month / Day / Year	Number of Shares Sold	Sale Price Per Share	Total Sale Price ² (Exclusive of Commissions and Fees)	Check if Documentation is Enclosed
1. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
2. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
3. <input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/>	\$ <input type="text"/> . <input type="text"/>	\$ <input type="text"/> . <input type="text"/>	<input type="checkbox"/>
4. I sold a total of <input type="text"/> shares of BCI Common Stock.				

If you need additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page and check this box:

D. NUMBER OF SHARES OF BCI COMMON STOCK held as of the close of business on October 4, 1998:

_____.

¹ Exclude brokers' commissions or other fees.

² Without any subtraction of brokers' commissions or other fees.

PART III. SCHEDULE OF TRANSACTIONS IN BOSTON CHICKEN, INC. ("BCI") DEBT SECURITIES

BCI debt securities means BCI 4.5% Convertible Notes due 2/1/2004 ("4.5% Notes"), 7.75% Convertible Notes due 5/1/2004 ("7.75% Notes"), and Liquid Yield Option Notes due 6/1/2015 ("LYONS").

- A. NUMBER OF UNITS OF BCI DEBT SECURITIES, held as of the close of business on February 5, 1995, specified by type of BCI debt securities in each transaction: 4.5% _____
 7.75% _____
 LYONS _____

- B. PURCHASES (February 6, 1995 through October 4, 1998, inclusive) OF BCI DEBT SECURITIES, specified by type of BCI debt securities in each transaction

	Trade Date of Purchase Month / Day / Year	Face Amount of Securities Purchased (e.g. 1000)	Purchase Price Per Security	Total Purchase Price ³ (Exclusive of Commissions and Fees)	Type of BCI Debt Securities (4.5%, 7.75% or LYONS)	Check if Documentation is Enclosed
1.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>
2.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>
3.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>

4. I purchased a total of □□□□□□□□ BCI Debt Securities.

- C. SALES (February 6, 1995 through October 4, 1998, inclusive) OF BCI DEBT SECURITIES, specified by type of BCI debt securities in each transaction

	Trade Date of Sale Month / Day / Year	Face Amount of Securities Sold (e.g. 1000)	Sale Price Per Security	Total Sale Price ⁴ (Exclusive of Commissions and Fees)	Type of BCI Debt Securities (4.5%, 7.75% or LYONS)	Check if Documentation is Enclosed
1.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>
2.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>
3.	□□-□□-□□	□□□□□□□□	\$□□□□□□□□.□□	\$□□□□□□□□.□□	_____	<input type="checkbox"/>

4. I sold a total of □□□□□□□□ BCI Debt Securities.

If you need additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page and check this box: .

- D. NUMBER OF UNITS OF BCI DEBT SECURITIES held as of the close of business on October 4, 1998, specified by type of BCI debt securities in each transaction: 4.5% _____
 7.75% _____
 LYONS _____

SUBMISSION TO JURISDICTION OF COURT

I submit this Proof of Claim and the Releases under the terms of the two Stipulations of Settlement between Plaintiffs and (i) Arthur Andersen LLP, and (ii) the Underwriter Defendants (as defined in the accompanying Notice of Class Action And Hearing On Proposed Settlements). I also submit to the jurisdiction of the United States District Court for the District of Colorado, with respect to my claim as a Class Member and for purposes of enforcing the releases set forth herein. I further acknowledge that I am bound by, and subject to, the terms of any Final Judgment that may be entered in the Litigation. I agree to furnish additional information to Plaintiffs' Counsel or the Claims Administrator to support this claim if required to do so.

³ Exclude brokers' commissions, other fees and accrued interest, if any.
⁴ Without any subtraction of brokers' commissions, other fees and accrued interest, if any.

PART IV: RELEASES

As described in the accompanying Notice, YOU MUST READ EACH OF THE RELEASES AND SIGN ON PAGES 15 & 17 as a condition to recovery from any of the two separate settlement funds. As a condition of any recovery from the Arthur Andersen Settlement Fund of \$10.3 million plus interest, you must read and sign the Arthur Andersen Release. As a condition to any recovery from the Underwriter Defendants Settlement Fund of \$9.1 million plus one-half of the accrued interest less taxes to April 30, 2001 plus all of the accrued interest less taxes from May 1, 2001 forward, you must read and sign the Underwriter Defendants Release.

RELEASE OF CLAIMS RELATING TO ARTHUR ANDERSEN LLP

A. I hereby fully, finally and forever settle, release and discharge each and all of Arthur Andersen LLP and the Released Parties⁵ with respect to the Settled Claims, including Unknown Claims.

“Settled Claims” means any and all claims, demands, rights, obligations, controversies, debts, damages, causes of action, losses and liabilities, of any and every kind, nature and description whatsoever, in law or equity, suspected or unsuspected (whether individual or class in nature), including, without limitation Unknown Claims, claims for negligence, gross negligence, fraud, negligent misrepresentation, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, held at any point from the beginning of time to the date of execution of the Amended Stipulation, that: (i) have been asserted or could have been asserted either directly or in a representative or any other capacity by any Plaintiff or Class Member against Arthur Andersen or other Released Party in the Litigation; or (ii) in any way relate to BCI; or (iii) in any way relate to allegations set forth in the Litigation, including but not limited to activities arising out of, relating to, or in connection with any purchase or sale of BCI debt or equity securities, or arising out of, related to or in connection with any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences that were or could have been referred to in any of the complaints or other pleadings filed in the Litigation, or in pleadings that could have been filed in the Litigation, as well as all amendments thereto, or otherwise alleged, asserted or contended in the Litigation. “Settled Claims” does not include any claim arising out of a violation of this Stipulation or the Plan Trustee’s Claims as defined herein.⁶ “Unknown Claims” means Settled Claims that the Class Members do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with Arthur Andersen and release of the Released Parties or other action including, but not limited to, the decision not to object to the Settlement. Plaintiffs expressly waive on behalf of themselves and the Class Members any and all rights that they may have under any statute or common-law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Stipulation, including but not limited to the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Stipulation does not provide for the application of California law), which provides as follows:

§ 1542. General release; extent

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I acknowledge hereby that I may hereafter discover facts in addition to or different from those that I now know or believe to be true with respect to the subject matter of this release, but I nevertheless, fully and finally and forever settle and release any and all Settled Claims as described above, known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, may hereafter exist or heretofore have existed with respect to the Released Parties or any Released Party and without regard to the subsequent discovery or existence of such different or additional facts. I hereby expressly waive any and all rights that I may have under any statute or common-law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist on July 30, 2001 (the execution date of the Amended Stipulation between Plaintiffs and Arthur Andersen), including the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Settlement Stipulation does not provide for the application of California law), referenced above.

⁵ “Released Parties” or “Released Party” means Arthur Andersen and its present and former subsidiaries (whether or not wholly-owned), parents, partnerships, predecessors, successors, and affiliates, the present and former partners, officers, directors, principals, employees, agents, assigns, consultants, attorneys, advisors, shareholders, insurers and reinsurers of any of the foregoing, and any of the respective predecessors, successors and assigns of any of the foregoing.

⁶ The term “Plan Trustee’s Claims” include only those claims purportedly brought on behalf of BCI and the BCI Affiliates presently pending in the United States District Court for the District of Arizona as Case No. CIV-01-218-PHX-PGR (Consolidated) and does not include any claims possessed by the Class, including but not limited to those claims which are being settled and released pursuant to the settlement of this Litigation.

B. I hereby, completely, voluntarily, knowingly, unconditionally and forever release, remise, acquit and discharge Plaintiffs and Counsel for Plaintiffs and the Class ("Class Counsel") from every and all asserted or potential, separate, joint, individual claims, class claims, or other claims, actions, rights, causes of action, demands, liabilities, losses and damages of every kind and nature, anticipated or unanticipated, direct or indirect, fixed or contingent, known or unknown, under federal, state or common law or any other law or regulation, or in equity, against Plaintiffs and Class Counsel or any of them, that are based upon or arise out of the institution, prosecution, assertion or resolution of the Litigation or the Settled Claims, including Unknown Claims, except that nothing herein releases any claim arising out of violation of the Stipulation.

C. This release shall be of no force or effect unless and until all conditions to the Settlement as set forth in the Amended Stipulation between Plaintiffs and Arthur Andersen are satisfied, including that the Court approves that Stipulation and the Stipulation becomes effective as to Arthur Andersen on the Effective Date (as defined in the Notice accompanying this Release).

D. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

E. I certify that I am **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word "NOT" in the certification (paragraph "E") above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Releases form was executed this

_____ day of _____ in _____
(month) (year) (City, State, Country)

(Sign your name here)

(Type or print your name here)

(Capacity of persons signing, e.g., Beneficial Purchaser, Executor, Administrator, Trustee, Title or Position)

RELEASE OF CLAIMS RELATING TO THE UNDERWRITER DEFENDANTS

A. I hereby fully, finally and forever settle, release and discharge each and all of the Underwriter Defendants (Merrill Lynch & Co., Alex. Brown & Sons, Inc. (now known as Deutsche Banc Alex. Brown, LLC), and Morgan Stanley & Co. Incorporated)) and the Released Parties⁷ with respect to the Settled Claims, including Unknown Claims.

“Settled Claims” means any and all claims, demands, rights, obligations, controversies, debts, damages, causes of action, losses and liabilities, of any and every kind, nature and description whatsoever, in law or equity, suspected or unsuspected (whether individual or class in nature), including, without limitation Unknown Claims, claims for negligence, gross negligence, fraud, negligent misrepresentation, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, held at any point from the beginning of time to the date of execution of the Amended Stipulation, that: (i) have been asserted or could have been asserted either directly or in a representative or any other capacity by any Plaintiff or Class Member against any of the Underwriter Defendants or other Released Party in the Litigation; or (ii) in any way relate to BCI, its affiliates, subsidiaries, predecessors or successors, and related entities; or (iii) in any way relate to allegations set forth in the Litigation, including but not limited to activities arising out of, relating to, or in connection with any purchase or sale of BCI debt or equity securities, or arising out of, related to or in connection with any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences that were or could have been referred to in any of the complaints or other pleadings filed in the Litigation, or in pleadings that could have been filed in the Litigation, as well as all amendments thereto, or otherwise alleged, asserted or contended in the Litigation. “Settled Claims” does not include any claim arising out of a violation of this Stipulation or the Plan Trustee’s Claims as defined herein.⁸ “Unknown Claims” means Settled Claims that the Class Members do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with the Underwriter Defendants and release of the Released Parties or other action including, but not limited to, the decision not to object to the Settlement. Plaintiffs expressly waive on behalf of themselves and the Class Members any and all rights that they may have under any statute or common-law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Stipulation, including but not limited to the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Stipulation does not provide for the application of California law), which provides as follows:

§ 1542. General release; extent

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I acknowledge hereby that I may hereafter discover facts in addition to or different from those that I now know or believe to be true with respect to the subject matter of this release, but I nevertheless, fully and finally and forever settle and release any and all Settled Claims as described above, known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, may hereafter exist or heretofore have existed with respect to the Released Parties or any Released Party and without regard to the subsequent discovery or existence of such different or additional facts. I hereby expressly waive any and all rights that I may have under any statute or common-law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist on July 30, 2001 (the execution date of the Amended Stipulation between Plaintiffs and the Underwriter Defendants), including the provisions of Section 1542 of the California Civil Code, to the extent deemed applicable (notwithstanding that this Settlement Stipulation does not provide for the application of California law), referenced above.

B. I hereby, completely, voluntarily, knowingly, unconditionally and forever release, remise, acquit and discharge Plaintiffs and Counsel for Plaintiffs and the Class (“Class Counsel”) from every and all asserted or potential, separate, joint, individual claims, class claims, or other claims, actions, rights, causes of action, demands, liabilities, losses and damages of every kind and nature, anticipated or unanticipated, direct or indirect, fixed or contingent, known or unknown, under federal, state or common law or any other law or regulation, or in equity, against Plaintiffs and Class Counsel or any of them, that are based upon or arise out of the institution, prosecution, assertion or resolution of the Litigation or the Settled Claims, including Unknown Claims, except that nothing herein releases any claim arising out of violation of the Stipulation.

⁷ “Released Parties” or “Released Party” means the Underwriter Defendants, as well as the members of the underwriting syndicate(s) involved in the offerings challenged in the Litigation, and each of their respective present and former subsidiaries (whether or not wholly-owned), parents, partnerships, predecessors, successors, and affiliates, the present and former partners, officers, directors, principals, employees, agents, assigns, consultants, attorneys, advisors, shareholders, insurers and reinsurers of any of the foregoing, and any of the respective predecessors, successors and assigns of any of the foregoing.

⁸ The term “Plan Trustee’s Claims” include only those claims purportedly brought on behalf of BCI and the BCI Affiliates presently pending in the United States District Court for the District of Arizona as Case No. CIV-01-218-PHX-PGR (Consolidated) and does not include any claims possessed by the Class, including but not limited to those claims which are being settled and released pursuant to the settlement of this Litigation.

C. This release shall be of no force or effect unless and until all conditions to the Settlement as set forth in the Amended Stipulation between Plaintiffs and the Underwriter Defendants are satisfied, including that the Court approves that Stipulation and the Stipulation becomes effective as to the Underwriter Defendants on the Effective Date (as defined in the Notice accompanying this Release).

D. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

E. I certify that I am **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word “NOT” in the certification (paragraph “E”) above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this _____ day of _____ in _____
(month) (year) (City, State, Country)

(Sign your name here)

(Type or print your name here)

(Capacity of persons signing, *e.g.*, Beneficial Purchaser, Executor, Administrator, Trustee, Title or Position)

Reminder Checklist:

1. Please sign the above releases and declarations on pages 15 & 17.
2. Remember to attach copies of supporting documentation. Do not send originals. Documents will not be returned.
3. Do not send originals or copies of stock certificates.
4. If you move, please send us your new address.
5. If you wish to receive confirmation that your claim was received, please send it by first-class, certified mail, return receipt requested.

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BCI Securities Litigation Claims Administrator
c/o Heffler, Radetich & Saitta L.L.P.
P.O. Box 750
Philadelphia, PA 19105-0750

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