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BASIC INFORMATION

1. Why did you get this Notice package?

You or someone in your family may have purchased or acquired common stock or warrants of Medi-Hut between January 18, 2001 and April 4, 2003, inclusive.

The Court in charge of the case is the United States District Court for the District of New Jersey and the case is known as *Smith vs. Rosenberg, Rich, Baker, Berman and Company*, Civil Action No. 03-4425 (SRC). U.S. District Judge Stanley R. Chesler is in charge of this class action. The people who sued are called Plaintiffs, and the company they sued—Rosenberg—is called Defendant.

The Court sent you this notice because you have a right to know about a proposed settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and resolves any objections to the settlement submitted by Class Members, as explained below, or any appeals, then an administrator appointed by the Court will process the claims received and distribute the payments to Class Members with valid claims. You can track the progress of the settlement by visiting www.hrsclaimsadministration.com.

This package explains the lawsuit, the settlement, your legal rights, the benefits that are available, who is eligible for them, and how to obtain them.

2. What is this lawsuit about?

The lawsuit claims that Defendant issued false and misleading audit opinions that allegedly misled investors about the accuracy of Medi-Hut's financial statements and whether Defendant's audits were performed in compliance with applicable auditing standards. The lawsuit claims that as a result of Defendant's allegedly false and misleading audit opinions, the value of Medi-Hut stock was inflated, and investors who purchased Medi-Hut stock at these inflated prices were damaged. Defendant vehemently denies that it did anything wrong.

3. Why is this a class action?

In a class action, one or more persons called Class Representatives sue on behalf of all persons who have similar claims. All of these persons are referred to as a Class, or individually, as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class. See Question 12 below for a more detailed explanation about excluding yourself from the class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. Plaintiffs have agreed to settle the lawsuit based on the facts they discovered during the litigation, the risks that will be involved in a trial, and their conclusions that the proposed settlement is fair, reasonable, adequate, and serves the best interests of the Class Members. Counsel for Plaintiffs have determined that by settling, Plaintiffs avoid the costs and risks of a trial, while at the same time providing substantial compensation to the Class. The Class Representatives and Counsel for the Class believe the settlement is best for all Class Members.

The Class Representatives and Defendant do not agree regarding the merits of Plaintiffs' allegations with respect to liability or the average amount of damages per share that would be recoverable if Plaintiffs were to prevail on each claim asserted. The issues on which the parties disagree include: (1) whether Defendant made any false and misleading statements; (2) whether the Class Members relied on the allegedly false and misleading statements; (3) whether Defendant made the statements with the requisite recklessness or fraudulent intent; (4) the appropriate economic model for determining the amount by which Medi-Hut stock was artificially inflated (if at all) during the Class Period; (5) the extent to which external factors, such as general market conditions, influenced the trading price of Medi-Hut stock at various times during the Class Period; and (6) the extent to which damages should be apportioned between Defendant and other wrongdoers such as Medi-Hut and its former officers.

While Plaintiffs' Counsel were preparing to go to trial, and were confident in the merits of their case, they recognize that a trial is a risky proposition and that Plaintiffs and the Class may not have prevailed on all of their claims. In addition, Plaintiffs' Counsel believe that this Settlement provides a substantial recovery to the Class, and believe that they may not have obtained a greater recovery even if they had gone to trial. Throughout the settlement negotiations, Defendant continued to deny liability, and denied that Plaintiffs and the Class were damaged, asserting instead that the decline in the price of Medi-Hut stock was attributable to other factors. This dispute regarding damages would be subject to expert testimony, and therefore, it would be impossible to predict

with certainty which side's arguments would find favor with the jury. As a result, in a trial, Plaintiffs could have recovered nothing or substantially less than the amount of the settlement. Further, even assuming that Plaintiffs could have won at trial, any verdict would inevitably be the subject of appeal, and the Class' recovery would have remained uncertain and been further delayed. In this case, even if Plaintiffs had won a verdict greater than the settlement at trial, and that verdict had withstood Defendant's challenge on appeal, Plaintiffs may not have been able to collect the judgment.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement?

Everyone who fits the following description is a Class Member: "All persons or entities who purchased or acquired Medi-Hut Company, Inc. ("Medi-Hut") common stock or warrants from January 18, 2001 through April 4, 2003" (the "Class Period").

6. Are there exceptions to being included?

Excluded from the Class are:

(i) Rosenberg, Rich, Baker, Berman and Company ("Rosenberg") and any entity in which Rosenberg has or had a controlling interest; (ii) Medi-Hut, any subsidiary or affiliate of Medi-Hut and any entity in which Medi-Hut has or had a controlling interest; (iii) former Medi-Hut directors and/or officers Joseph A. Sanpietro, Vincent J. Sanpietro, Lawrence M. Simon, Robert Russo and members of their immediate families and any entity in which they have a controlling interest; (iv) the current and former officers, directors and employees of Medi-Hut, and members of their immediate families; and (v) the legal representatives, heirs, successors, predecessors in interest, affiliates or assigns of any such excluded party.

Also, if you exclude yourself from the Class, as described below in question 12, you are not a part of the Class.

To be a Class Member, you must have purchased or acquired Medi-Hut common stock or warrants during the Class Period.

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

If you are still not sure whether you are included in the Class, you can ask for free help, by calling 1-800-528-7199 for more information. Or you can fill out and return the claim form attached to this Notice to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

On January 3, 2006, the parties in the lawsuit arrived at a proposed settlement of the lawsuit for \$4.5 million. The parties' agreement, by itself, is not sufficient for the settlement to be official - the proposed settlement requires the Judge's approval. The terms of the proposed settlement are summarized below, and the full settlement terms are contained in a Stipulation and Agreement of Settlement ("Stipulation") dated February 14, 2006. You can obtain a copy of the Stipulation by writing to Plaintiffs' Counsel: Robin Switzenbaum, Esq., Berger & Montague, P.C., 1622 Locust Street, Philadelphia, PA 19103, or by visiting www.hrsclaimsadministration.com.

a. What is the Settlement Fund?

The proposed settlement calls for Defendant to create a settlement fund in the amount of \$4.5 million in cash. This \$4.5 million has been deposited into an interest bearing account, the "Gross Settlement Fund." It is estimated that approximately 23 million shares of Medi-Hut common stock were traded during the Class Period. Thus, Class Counsel estimate that the \$4.5 million recovery represents an average recovery of \$.20 per share. The average recovery is only an estimate and can vary as explained below.

Subject to the Court's approval, a portion of the Gross Settlement Fund also will be used to pay Plaintiffs' attorneys' fees, reasonable litigation expenses, and an award to each of the three Class Representatives. See Question 16 below for a more detailed explanation. A portion of the Gross Settlement Fund will also be used to pay taxes due on interest earned by the Gross Settlement Fund, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Gross Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claims.

b. What can you expect to receive under the proposed settlement?

Your share of the Net Settlement Fund will depend on: (1) the number of claims filed; (2) when during the Class Period you purchased or acquired your Medi-Hut stock or warrants; (3) whether you exercised any warrants; (4) whether you sold your Medi-Hut stock during the Class Period, or held your Medi-Hut stock past the end of the Class Period; (5) the amount of administrative costs, including the costs of notice; and (6) the amount awarded by the Court for attorneys' fees, costs and expenses, and awards to the Class Representatives.

By following the Plan of Allocation at the end of this Notice, you can calculate your "Recognized Claim." The Claims Administrator will distribute the Net Settlement Fund, according to the Plan of Allocation, *pro rata*, after the deadline for submission of Proof of Claim and Release Forms has passed and all claims have been processed.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How can I get a payment?

IF YOU ARE A CLASS MEMBER AND HAVE PREVIOUSLY SUBMITTED AN ACCEPTABLE PROOF OF CLAIM IN CONNECTION WITH THE MEDI-HUT SECURITIES LITIGATION SETTLEMENT, IT IS NOT NECESSARY FOR YOU TO SUBMIT ANOTHER ONE

To qualify for payment, if you have not previously submitted an acceptable Proof of Claim in the *Medi-Hut Securities Litigation*, you must send in a Proof of Claim and Release Form. This claim form is attached to this Notice. You may also obtain a Proof of Claim and Release Form on the Internet at www.hrsclaimsadministration.com. Read the instructions carefully, fill out the form, sign it in the locations indicated, include all the documents the form asks for, and mail the claim form and documentation postmarked no later than June 30, 2006 to:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Co.
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58776
Philadelphia, PA 19102-8776

The Claims Administrator will process your claim and advise you if you are an "Authorized Claimant"—meaning that your claim satisfies the requirements approved by the Court.

10. When would I receive my payment?

The Court will hold a hearing on May 18, 2006, to decide whether to approve the Settlement. Even if Judge Chesler approves the Settlement, there may be appeals that would delay the implementation of the Settlement. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. After the approval, and the resolution of any appeals, the Claims Administrator must process all of the Proof of Claim and Release Forms. Each Class Member who sends in a claim form will be informed of the approval or disapproval of their claim. Please be patient. You can also track the progress of the settlement by visiting www.hrsclaimsadministration.com.

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

Unless you exclude yourself, you will remain in the Class. That means that if the settlement is approved, you and all Class Members will release all "Settled Claims" against Defendant and the "Released Parties" (in other words, you can't sue, continue to sue, or be part of any other lawsuit). It also means that all of the Court's orders will apply to you and legally bind you. Please see the definitions of all of the terms that are in quotations below. If you sign the claim form, you are agreeing to a "Release of Claims," attached to the claim form, which describes exactly the legal claims that you give up if you receive settlement benefits.

"Released Parties" means the Defendant, and any of its former and present employees, shareholders, partners, directors, officers, agents, attorneys, insurers, representatives, affiliates, subsidiaries, parents, successors, predecessors, and assigns.

"Settled Claims" means any and all claims, rights, demands, suits, matters, issues or causes of action or liabilities whatsoever (including, but not limited to any claims for damages, interest, attorneys' fees, expert or consulting fees), whether based on federal, state, local, statutory, or common law, or any other law, rule, regulation or standard, whether class or individual in nature, including both known claims and unknown claims, (i) that

have been asserted in this Action by the Plaintiffs, Class Members or any of them against any of the Released Parties; or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Action or which relate to the purchase of Medi-Hut common stock during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment from this settlement, and you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself - or is sometimes referred to as "opting out" of the Class.

12. How do I get out of this settlement?

To exclude yourself from (in other words, opt out of) this settlement, you must send a letter by mail stating that you want to be excluded from *Smith vs. Rosenberg, Rich, Baker, Berman and Company*, Civil Action No. 03-4425 (SRC). Be sure to include your name, address, telephone number, and your signature, along with proof of your purchases and/or sales of Medi-Hut common stock in order to indicate your eligibility for membership in the Class. You must mail your exclusion request postmarked no later than April 25, 2006 to:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Co.
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58776
Philadelphia, PA 19102-8776

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

13. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is April 25, 2006.

14. If I exclude myself, can I receive money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. However, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved the law firm of Berger & Montague, P.C. to represent you and the other Class Members. This law firm is called Plaintiffs' Counsel or Class Counsel. You will not be charged for these lawyers.

You have the right to consult with your own attorney about any matters related to this Class Action. If you so desire, you may enter an appearance through counsel of your own choice. You will be represented by Class Counsel unless you choose to enter an appearance through your own legal counsel. If you choose to enter an appearance through your own legal counsel, you will be responsible for the legal fees and costs of your personal counsel.

16. How will the lawyers be paid?

Plaintiffs' Counsel have expended considerable time litigating this Action on a contingent fee basis, and have advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive fees and be reimbursed for their expenses from the Settlement Fund, as is customary in this type of litigation. Therefore, Plaintiffs' Counsel will file a motion asking the Court at the Fairness Hearing (see Question 19 below) to make an award of attorneys' fees in an amount not to exceed 33.33% of the Gross Settlement Fund, reimbursement of litigation expenses not to exceed \$400,000, and awards to the three Class Representatives totaling \$6,000. The requested fees and expenses are estimated to be an average of \$.083 per share.

This is an estimate based on approximately 23 million shares of Medi-Hut common stock that were traded during the Class Period. The Court may award less than this amount. Any amounts awarded by the Court will come out of the Gross Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement, any part of the settlement, or the motion for attorneys fees.

17. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can state why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement in Smith vs. Rosenberg, Rich, Baker, Berman and Company, Civil Action No. 03-4425 (SRC). Be sure to include your name, address, telephone number, signature, proof of your purchases and/or sales of Medi-Hut common stock (to indicate your membership in the Class), and all of the reasons for your objection to the settlement. Be sure to mail the objection to the three different places stated below, post-marked no later than April 25, 2006:

COURT

Clerk of the Court
United States District Court
District of New Jersey
402 E. State Street
Trenton, NJ 08680

CLASS COUNSEL

Robin Switzenbaum, Esq.
Berger & Montague, P.C.
1622 Locust Street
Philadelphia, PA 19103

DEFENSE COUNSEL

Paul Carbon, Esq.
Morgan, Melhuish, Monaghan,
Arvidson, Abrutyn & Lisowski
651 West Mt. Pleasant Ave.
Suite 200
Livingston, NJ 07039

18. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak. See the details below.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on May 18, 2006, at the United States District Court for the District of New Jersey, 402 E. State Street, Trenton, NJ 08680, in Courtroom 5050. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Chesler will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Plaintiffs' Counsel for attorneys' fees and expenses and how much to award the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Chesler may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in Ann Smith as Lead Plaintiff, Larry C. Sfinas and Sandra J. Sfinas, h/w. as Additional Plaintiffs, individually, and on behalf of all others similarly situated vs. Rosenberg, Rich, Baker, Berman and Company, Civil Action No. 03-4425 (SRC)." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than April 25, 2006, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed in Question 17. You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, and have not previously submitted an acceptable Proof of Claim in the Medi-Hut Securities Litigation Settlement, you will not receive any money from this settlement. However, 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 Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I obtain more information about the Settlement?

You can: (1) call 1-800-528-7199 toll free; (2) write to Claims Administrator, Smith v. Rosenberg, Rich, Baker, Berman & Co., Heffler, Radetich & Saitta L.L.P., Suite 1700, P.O. Box 58776, Philadelphia, PA 19102-8776, or (3) visit the website at www.hrsclaimsadministration.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

UNDERSTANDING YOUR PAYMENT—THE PLAN OF ALLOCATION

1. The Net Settlement Fund will be allocated among the Authorized Claimants in accordance with this “Plan of Allocation.” The amount so allocated to each Authorized Claimant constitutes and is referred to herein as the Authorized Claimant’s “Payable Claim.” The Plan of Allocation is based upon Class Counsel’s assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the members of the Class.

2. The Payable Claim will be calculated so that each Authorized Claimant shall receive, on a proportionate basis, that share of the Net Settlement Fund that the Authorized Claimant’s Recognized Loss (as defined below) bears to the total Recognized Losses of all Authorized Claimants, subject to the further provisions of this Plan of Allocation set forth below.

3. An Authorized Claimant’s recognized loss (“Recognized Loss”) is determined by the date(s) the Authorized Claimant purchased or sold any Medi-Hut common stock or exercised warrants during the Class Period, as set forth below.

PART 1 - COMPUTING RECOGNIZED LOSSES FOR MEDI-HUT STOCK OR WARRANT EXERCISE:

(a) For shares of Medi-Hut stock purchased or acquired, including through the exercise of warrants, between January 18, 2001 and April 4, 2003, inclusive (the Class Period), and held after the close of business on April 4, 2003, Recognized Losses shall be computed as the purchase price of the Medi-Hut stock (exclusive of commissions and fees) or with regard to a warrant exercise, the exercise price of the warrant, less seventy cents (\$0.70) for each retained share—representing the closing price of Medi-Hut shares on April 4, 2003.

(b) For shares of Medi-Hut stock purchased or acquired, including through the exercise of warrants, between January 18, 2001 and April 4, 2003, inclusive, and sold between January 18, 2001 and April 4, 2003, inclusive (in other words, ins-and-outs), Recognized Losses shall be computed as the purchase price (exclusive of commissions and fees) or with regard to a warrant exercise, the exercise price of the warrant, minus the sales price of the Medi-Hut stock (exclusive of commissions and fees), provided that if this difference is a negative number (meaning the Authorized Claimant made a profit on the sale) then the Recognized Loss for those shares shall be zero, and any profits will be offset against any Recognized Losses, if any, on other transactions in Medi-Hut stock purchased or acquired during the Class Period.

(c) To the extent that any shares of Medi-Hut stock sold during the Class Period were sold at a profit, these profits will be offset against any Recognized Losses on other transactions in shares of Medi-Hut stock purchased or acquired during the Class Period, if any, on the remaining shares of Medi-Hut stock purchased or acquired in the Class Period.

PART 2: TERMS APPLYING TO COMPUTING RECOGNIZED LOSSES:

(a) For purposes of determining which shares of Medi-Hut stock purchased during the Class Period were: (i) sold at a profit at any time during the Class Period, (ii) sold at a loss at any time during the Class Period, or (iii) retained past the end of the Class Period, all sales of Medi-Hut shares shall be matched against

purchases on a “first-in, first-out” (“FIFO”) basis. The assumption will be that the first shares of Medi-Hut stock purchased or acquired were the first shares of Medi-Hut stock sold. Shares sold during the Class Period will first be matched against any open position of shares held as of the close of trading on January 17, 2001 (the day before the start of the Class Period), and then on a FIFO basis against any shares of Medi-Hut stock purchased during the Class Period. Any sales matched against open positions at the start of the Class Period will be ignored for Recognized Loss or offsetting profit purposes. Matching under the FIFO method shall be done irrespective of the different accounts in which the shares of Medi-Hut stock were purchased and sold unless the title or ownership of the accounts differed.

(b) The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement date.”

(c) The restrictions on computing Recognized Losses set out in the bullet points below apply to all claims. As a practical matter, however, they apply primarily to certain transactions engaged in by sophisticated traders:

- “Short” sales shall not be recognized for any amount of loss on the cover or purchase transaction, and no Recognized Loss will be computed for any such covering purchase transaction.
- No Recognized Loss will be computed for any transactions in Medi-Hut common stock engaged in by market makers.
- No Recognized Loss will be computed for that portion of the purchase price of any shares of Medi-Hut common stock acquired not on the open market and at prices above the market prices on the day(s) of such transactions (for example, as part of an exchange for non-cash consideration).

4. In the interest of economy, no payment will be made to any Authorized Claimant whose Payable Claim would be less than \$20 based on the initial allocation of the Net Settlement Fund to the Authorized Claimants.

5. If you inherited or received a gift of Medi-Hut common stock during the Class Period, that inheritance or gift is not considered a purchase of stock unless your ancestor or donor was the actual purchaser of stock during the Class Period. You, as a recipient of a gift or inheritance, and the original purchaser may not both file a claim with regard to the same shares of stock. If both you and the donor (or you and your ancestor’s estate) make such a claim, only the claim filed by the recipient (or heir) will be honored.

6. Shares “transferred into,” “delivered into,” or “received into” a claimant’s account shall not be considered as purchased shares unless the claimant submits documents supporting the original purchase or acquisition, by warrant exercise or otherwise, of the shares during the Class Period. Also, shares purchased and subsequently “transferred out” or “delivered out” of a claimant’s account will not be considered part of the claimant’s claim, as the right to file for those shares belongs to the person or party receiving the shares.

7. Nothing in this Plan of Allocation represents an admission by Defendant that there is liability or damage of any kind as a result of the allegations in the Complaint or that the dollar amounts set forth in this Plan of Allocation reflect actual or potential damages to the Class.

8. Payment in the manner set forth above will be deemed conclusive compliance with the Stipulation against all Authorized Claimants. All Class Members who fail to submit valid and timely Proofs of Claim will be barred from participating in the distribution of the Net Settlement Fund but otherwise will be bound by all of the terms of the Stipulation, including the terms of any final orders or judgments entered and the releases given to Defendant and others.

9. No Authorized Claimant shall have any claim against Plaintiffs, Plaintiffs’ Counsel, the Claims Administrator, or any other agent designated by Plaintiffs’ Counsel based on the distributions made substantially in accordance with the Stipulation, the Plan of Allocation, and further orders of Court. In addition, in the interest of achieving substantial justice, Plaintiffs’ Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Medi-Hut common stock or warrants during the Class Period as nominee for a beneficial owner, then within ten (10) days after you receive this Notice, you must either: (a) send a copy of this Notice and the accompanying Proof of Claim and Release Form by first-class mail to all such beneficial owners; or (b) provide a list, electronically if possible, of the names and addresses of such beneficial owners to the Claims Administrator:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Co.
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58776
Philadelphia, PA 19102-8776

If you chose option (a) above, you may request enough forms from the Claims Administrator (at no charge) to complete your mailing. With respect to option (b) above, you need not provide a list to the Claims Administrator if you already provided a list in the Medi-Hut Securities Litigation. You may seek reimbursement of your reasonable expenses actually incurred in complying with these directives, subject to approval of Plaintiffs' Counsel or the Court. All communications concerning this matter should be addressed to the Claims Administrator.

INQUIRIES

All inquiries concerning this Notice, the Proof of Claim and Release Form, or any other questions by Class Members should be directed to:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Co.
Heffler, Radetich & Saitta L.L.P.
P.O. Box 58776
Philadelphia, PA 19102-8776
Tel: (800) 528-7199
E-mail: Claimsadministrator@Heffler.com
www.hrsclaimsadministration.com

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

DATED: FEBRUARY 27, 2006

BY ORDER OF THE DISTRICT COURT:
STANLEY R. CHESLER, JUDGE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

	X	
ANN SMITH, as Lead Plaintiff,	:	
LARRY C. SFINAS and SANDRA J. SFINAS, h/w,	:	
as Additional Plaintiffs, individually, and	:	
on behalf of all others similarly situated,	:	
<i>Plaintiffs,</i>	:	Civil Action No. 03-4425 (SRC)
vs.	:	
ROSENBERG, RICH, BAKER, BERMAN AND COMPANY,	:	
<i>Defendant.</i>	:	
	X	

PROOF OF CLAIM AND RELEASE FORM

IF YOU PURCHASED OR ACQUIRED SHARES OF MEDI-HUT COMPANY, INC. ("MEDI-HUT") COMMON STOCK OR WARRANTS DURING THE PERIOD FROM JANUARY 18, 2001 THROUGH APRIL 4, 2003, INCLUSIVE (THE "CLASS PERIOD"), AND WERE DAMAGED THEREBY, YOU MAY WISH TO FILE A PROOF OF CLAIM FOR A POTENTIAL RECOVERY.

IF YOU ARE A CLASS MEMBER AND HAVE NOT PREVIOUSLY SUBMITTED AN ACCEPTABLE PROOF OF CLAIM FORM IN CONNECTION WITH THE PRIOR SETTLEMENT IN MEDI-HUT SECURITIES LITIGATION, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE TO RECEIVE ANY SHARE OF THE NET SETTLEMENT FUNDS.

GENERAL INSTRUCTIONS

1. Unless you previously submitted an acceptable proof of claim form in connection with the prior settlement in Medi-Hut Securities Litigation, you must complete, submit and sign this Proof of Claim and Release Form ("Proof of Claim") in order to receive any payments to which you may be entitled as a member of the Class in the action entitled *Smith, et al. vs. Rosenberg, Rich, Baker, Berman and Company*, Civil Action No. 03-4425 (SRC) (the "Action"). If you fail to submit a properly addressed Proof of Claim as set forth in Paragraph 3 below, your claim may be rejected and you may be precluded from any recovery from the settlement fund created in connection with the proposed settlement of the Action.

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

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM TO THE CLAIMS ADMINISTRATOR BY FIRST CLASS MAIL POSTMARKED ON OR BEFORE JUNE 30, 2006, ADDRESSED AS FOLLOWS:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Company
 Heffler, Radetich & Saitta L.L.P.
 PO Box 58776
 Philadelphia, PA 19102-8776
 Tel: (800) 528-7199

4. If you are a member of the Class and you do not timely request exclusion in connection with the proposed settlement, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

5. If you are NOT a member of the Class (as defined in the enclosed Notice at ¶¶5-6), DO NOT submit a Proof of Claim.

CLAIM FORM

6. If you purchased or acquired Medi-Hut stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the purchaser of record. If, however, you purchased or acquired Medi-Hut stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the purchaser of record.

7. Use Part I of this form entitled "Claimant Identification" to identify each beneficial purchaser and, if different, each purchaser of record of Medi-Hut Co., Inc. stock or warrants that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE MEDI-HUT STOCK OR WARRANTS UPON WHICH THIS CLAIM IS BASED.**

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

9. Use Part II, Sections A, B, and C of this Proof of Claim entitled "Schedule of Transactions in Medi-Hut Stock" to supply all required details of your transaction(s) in Medi-Hut stock, including any exercise of warrants. On the schedules, provide the requested information with respect to *all* of your purchases, *all* of your acquisitions, *all* of your warrant exercises and *all* of your sales of Medi-Hut stock that took place during the Class Period, regardless of whether such transactions resulted in a profit or loss. Failure to report all such transactions may result in the rejection of your Proof of Claim.

10. 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 each transaction you list.

11. Brokerage commissions and transfer taxes paid by you in connection with your purchases or sales of Medi-Hut stock should be excluded in computing the "total purchase price" and "total sales price."

12. Copies of brokers' confirmations or other documentation of your transactions in Medi-Hut stock should be attached to your Proof of Claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your Proof of Claim.

YOU MUST READ AND SIGN THE RELEASE BELOW

SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number:

Enter the Taxpayer Identification Number below for the beneficial owner(s). For most individuals, this is their Social Security number. If the beneficial owner is an entity rather than an individual, enter the Employer Identification Number. The Internal Revenue Service requires these identification numbers. If you fail to provide this information your claim may be reduced for backup withholding.

Taxpayer Identification Number (for individuals) — —	OR	Employer Identification Number (for estates, trusts, corporations, etc.) —
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SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release Form under the terms of the Stipulation and Agreement of Settlement (“Stipulation”) described in the Notice of Pendency of Class Action, Hearing on Proposed Settlement and Application for Attorneys’ Fees and Incentive Awards and Right to Share in Settlement Fund. I also submit to the jurisdiction of the United States District Court for the District of New Jersey with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein and any judgment that may be entered in the Action. I agree to furnish additional information to Lead Counsel to support this claim if required to do so. I have not submitted any other claim covering the same purchases, acquisitions, or sales of Medi-Hut stock during the Class Period in this Action and know of no other person having done so on my behalf.

DEFINITIONS

1. “Defendant” means Rosenberg, Rich, Baker, Berman & Company.
2. “Released Parties” means Defendant, and any of its former and present employees, shareholders, partners, directors, officers, agents, attorneys, insurers, representatives, affiliates, subsidiaries, parents, successors, predecessors, and assigns.
3. “Settled Claims” means any and all claims, rights, demands, suits, matters, issues or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether class or individual in nature, including both known claims and unknown claims: (i) that have been asserted in this Action by the Plaintiffs, members of the Class or any of them against any of the Released Parties; or (ii) that could have been asserted in any forum by the members of the Class or any of them against any of the Released Parties which arise out of, are based upon or are related in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action and relate to the purchase of Medi-Hut common stock or warrants during the Class Period.

RELEASE AND COVENANT NOT TO SUE

A. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge the Released Parties from and of any and all Settled Claims, as defined above.

B. With respect to any and all Settled Claims, I expressly waive any and all rights or benefits I may now have, or in the future may have, under any law relating to the release of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

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

I expressly waive any and all provisions, rights, and benefits conferred by any federal law or law of any state or territory of the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

C. This Release shall be of no force and effect unless and until the Court approves the settlement and the settlement becomes effective as to the Released Parties as of the Effective Date (as defined in the Stipulation).

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 hereby warrant and represent that I have included information about all of my transactions in Medi-Hut common stock that occurred during the Class Period, as well as the number of shares of Medi-Hut common stock held by me on the close of trading on January 17, 2001 and April 4, 2003.

F. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, relevant portions of my tax returns or other documents evidencing each purchase, acquisition, sale or retention of Medi-Hut common stock or exercise of any warrant for Medi-Hut common stock in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM).

G. I understand that the information contained in this Proof of Claim is subject to such verification as the Court may direct, and I agree to cooperate in any such verification.

H. 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 preceding certification and check here .

I hereby certify 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 _____, 2006 in

_____, _____, _____
(City) (State) (Country)

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

(Signature of Claimant)

(Type or print your name here)

(Signature of Joint Claimant, if any)

(Type or print your name here)

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

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

Reminder Checklist:

1. Please sign the Proof of Claim and Release Form.
2. Remember to attach supporting documentation.
3. Do not send originals or copies of stock certificates.
4. If you move, please send your new address to the Claims Administrator at the address below.
5. Please keep a copy of your claim form for your records.
6. If you have any questions concerning this Proof of Claim and Release Form, please contact the Claims Administrator at:

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Company
Heffler, Radetich & Saitta L.L.P.
PO Box 58776
Philadelphia, PA 19102-8776
Tel: (800) 528-7199
E-mail: claimsadministrator@heffler.com
www.hrsclaimsadministration.com

Claims Administrator
Smith v. Rosenberg, Rich, Baker, Berman & Company
Heffler, Radetich & Saitta L.L.P.
PO Box 58776
Philadelphia, PA 19102-8776

**IF YOU ARE A CLASS MEMBER AND HAVE PREVIOUSLY SUBMITTED
AN ACCEPTABLE PROOF OF CLAIM IN THE MEDI-HUT SECURITIES
LITIGATION, IT IS NOT NECESSARY FOR YOU TO SUBMIT ANOTHER ONE**

**IF YOU ARE A CLASS MEMBER AND HAVE PREVIOUSLY SUBMITTED AN ACCEPTABLE
PROOF OF CLAIM IN THE MEDI-HUT SECURITIES LITIGATION, IT IS NOT NECESSARY
FOR YOU TO SUBMIT ANOTHER ONE**