IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MARTIN SCHUBERT, On Behalf Of Themselves And All Those Similarly Situated,	
Plaintiffs, v.	C.A. No. 5060-VCG
JIM CACI, JAMES CACCAVO, JOHN P. KRAMER, MICHAEL TOMAS, HOWARD L. CLARK, Jr., and ANTHONY P. GLASCOCK,	
Defendants.))
CRAIG SMITH Self-Directed IRA, GEORGE BOYAJIAN, MARTIN W. SCHUBERT and CAROL S. SCHUBERT,	
Petitioners,	
v.	C.A. No. 5369-VCG
LIVING INDEPENDENTLY GROUP INC.,	,)
Respondent.	
)

NOTICE OF SETTLEMENT OF CLASS ACTION AND APPRAISAL ACTION, SETTLEMENT HEARING, AND RIGHT TO APPEAR

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF LIVING INDEPENDENTLY GROUP INC. ("LIG") WHO HELD SUCH STOCK AS OF NOVEMBER 30, 2009 (THE DATE OF THE CONSUMMATION OF THE ACQUISITION OF LIG BY GENERAL ELECTRIC COMPANY ("GE")). PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.

IF YOU HELD OR TENDERED THE COMMON STOCK OF LIG FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. PURPOSE OF NOTICE

The purpose of this Notice is to inform you of the proposed settlement (the "Settlement") of the above-captioned class action lawsuit (the "Class Action") and the above-captioned appraisal action (the "Appraisal Action") (collectively, the "Actions") pending in the Court of Chancery of the State of Delaware (the "Court") as set forth in a Stipulation and Agreement of Compromise, Settlement, and Release, dated May 24, 2013 (the "Stipulation"). This Notice also informs you of your right to be heard

at a hearing to be held on **August 1, 2013** at the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, DE 19947 (the "Settlement Hearing"), to determine whether the Court should approve the Settlement as fair, reasonable, and adequate; and to consider other matters, including the payment of an award of attorneys' fees and expenses to Plaintiffs' Counsel (as defined below) and payments to some or all of the Plaintiffs, as provided for in the Stipulation.

The Court has determined that the Class Action shall be maintained as a non-opt-out class action under Delaware Court of Chancery Rules 23(a) and 23(b)(1), by plaintiffs Craig Smith, George Boyajian and Martin Schubert ("Plaintiffs"), as class representatives, on behalf of a class consisting of all record and beneficial holders of LIG common stock as of November 30, 2009, including any and all of their respective successors in interest, transferees and assigns, immediate and remote, except for defendants Jim Caci, James Caccavo, John P. Kramer, Michael Tomas, Howard L. Clark, Jr. and Anthony P. Glascock (collectively, "Defendants"), GE and any individual or entity related to, controlled by or affiliated with a Defendant or GE, and any of their successors (the "Class").

The Court also has certified (i) Plaintiffs as the representatives of the Class; and (ii) the law firms Klafter Olsen & Lesser LLP, Berger & Montague, P.C. and Rosenthal Monhait & Goddess, P.A. as counsel for the Class ("Plaintiffs' Counsel").

This Notice describes the rights you have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement. If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Actions with prejudice on the merits. If you are a Class member, you will be bound by any judgment entered in the Actions.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. BACKGROUND OF THE LITIGATION

- A. On October 13, 2009, the LIG board approved the Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Sensor Merger Corp. ("Sensor"), a wholly-owned subsidiary of General Electric Company ("GE"), would merge with and into LIG (the "Merger"). Pursuant to the Merger Agreement, Sensor would pay an aggregate of approximately \$14,654,000 in cash, less the payment of certain expenses, for all of the outstanding equity interests in LIG not currently owned by GE;
- B. Pursuant to the Merger Agreement and LIG's certificate of incorporation, the proceeds of the Merger would be distributed to LIG's equity holders (other than GE or its affiliates) as follows: (1) the Series C Preferred Stock would be converted into the right to receive \$1.33 per share; (2) the Series B Preferred Stock would be converted into the right to receive \$1.22 per share; (3) the Series A Preferred Stock would be converted into the right to receive \$0.74 per share; and (4) the Common Stock would be cancelled without consideration;
- C. On October 19, 2009, the Merger Agreement was adopted and the Merger was approved by written consent executed by holders of: (1) 86% of LIG's Series C Preferred Stock; (2) 96% of LIG's Series B Preferred Stock; (3) 74% of LIG's Series A Preferred Stock; and (4) 51% of all of the classes of LIG's stock voting together, as a single class;
- D. On October 19, 2009, LIG sent its stockholders an Information Statement and Notice of Appraisal Rights (the "Information Statement") informing them of the Merger Agreement and their right

to demand appraisal of their shares following consummation of the Merger as provided in Section 262 of the Delaware General Corporation Law ("Section 262");

- E. On November 10, 2009, Plaintiffs initiated the Class Action with the filing of a putative class action complaint in the Court of Chancery. The Class Action was brought against Defendants, Geoffrey Martha, LIG, Sensor and GE, and asserted claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and misleading information statement;
- F. On November 30, 2009, the Merger of Sensor with and into LIG was consummated, and LIG became a wholly-owned subsidiary of GE;
- G. On January 8, 2010, Plaintiffs in the Class Action filed an Amended Complaint against Defendants, Geoffrey Martha, LIG, Sensor and GE, which included additional allegations and an additional claim for breach of the fiduciary duty of candor;
- H. On February 2, 2010, Defendants, Geoffrey Martha, LIG, Sensor and GE filed motions to dismiss the claims against them in the Class Action;
- I. On March 24, 2010, Petitioners initiated the Appraisal Action by filing a petition seeking an appraisal of their shares of LIG common stock pursuant to Section 262;
- J. On April 19, 2010, LIG filed its answer in the Appraisal Action and a verified list, pursuant to Section 262(f), indicating that it had received, within the time period prescribed by Section 262, demands for appraisal from stockholders holding 2,128,787 shares of LIG common stock;
- K. On September 14, 2010, following briefing and oral argument, the Court ruled that the motions to dismiss in the Class Action would be granted in part and denied in part. On October 21, 2010, the Court entered an implementing order, in which the Court: (i) dismissed without prejudice Count II (breach of fiduciary duty against GE and Geoffrey Martha); (ii) dismissed without prejudice Count III (aiding and abetting breach of fiduciary duty against GE and Geoffrey Martha); (iii) dismissed with prejudice Count IV (breach of fiduciary duty of candor against Defendants); (iv) dismissed all claims against Geoffrey Martha for lack of personal jurisdiction; and (v) removed GE, Geoffrey Martha and Sensor as defendants in the caption of the Class Action;
- L. Thereafter, counsel for the parties negotiated and executed Confidentiality Stipulations to govern Defendants' production of documents, Respondent's production of documents and GE's production of documents. In addition, counsel negotiated and agreed to a Claw Back Stipulation by which LIG would produce virtually all electronic documents maintained by a number of former LIG officers, directors and employees, subject to the right to "claw back" privileged documents or clearly irrelevant documents. The Court so ordered those Stipulations on February 14, 16 and 18, 2011.
- M. On April 12, 2011, Plaintiffs filed their motion for class certification of the Class Action with the Court. Defendants determined to conduct class discovery before responding. Counsel for Defendants thereafter conducted a review of documents produced by Plaintiffs and, for class certification purposes, took the depositions of Plaintiffs Craig Smith and Martin Schubert. Following that discovery, Defendants determined to consent to the certification of the class.
- N. On October 21, 2011, the Court in the Class Action entered an order certifying the Class Action as a class action, pursuant to Court of Chancery Rules 23(a) and (b)(1), on behalf of a class consisting of all record and beneficial holders of LIG common stock as of November 30, 2009 and their successors in interest, transferees and assigns, immediate and remote (except for Defendants, GE and any individual or entity related to, controlled by or affiliated with a defendant or GE, and any of their successors) (the "Class");

- O. On December 29, 2011, the Court in the Class Action entered a stipulation and order voluntarily dismissing LIG without prejudice from the Class Action.
- P. The parties have engaged in coordinated discovery in the Actions, in which in response to requests for production served in each of the Actions, Defendants and LIG produced 556,639 pages of documents and, in response to a subpoena, GE produced 231,490 pages of documents, all of which Plaintiffs' Counsel (defined below) reviewed and analyzed. These documents include, but are not limited to, virtually all of the e-mail communications involving Defendants as well as a number of LIG employees, LIG financial analyses, board meeting minutes and board presentations and GE financial analyses. Plaintiffs further took the depositions of Defendants Michael Tomas and Anthony P. Glascock, both former directors of LIG, and had noticed the depositions of additional Defendants and subpoenaed former employees of LIG for deposition.
- Q. Before those additional depositions could take place, on September 19, 2012, counsel for Plaintiffs, Defendants, LIG, GE and Defendants' and LIG's insurer held an in-person settlement conference in New York, New York. Although the parties were unable to reach an agreement on settlement at that meeting, the parties had numerous telephonic arms'-length negotiations concerning a possible settlement of the Actions following the meeting. During the course of these settlement discussions, counsel for the parties extensively discussed the merits of the claims asserted in the Actions and the defenses to those claims as well as the amount of damages that could be recoverable if liability could be established.
- R. On January 7, 2013, the parties reached an agreement in principle to settle the Actions in exchange for the creation of a \$3 million settlement fund, subject to an agreement on the form of a settlement agreement and related documents.
- S. On May 30, 2013, the Court entered a Scheduling Order setting a schedule for the Court's final review of the Settlement, and establishing customary notice and objection procedures for members of the Class, as described in this Notice.

REASONS FOR THE SETTLEMENT

Plaintiffs' Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Actions, as known by Plaintiffs and their counsel to date, including conducting arm's-length discussions with counsel for Defendants, LIG and GE, analyzing the extensive productions of non-public documents produced by Defendants, LIG and GE, and documents obtained through public sources, applicable case law, and other authorities, and have taken the depositions of Mr. Tomas and Mr. Glascock, and consulted with a financial consultant concerning damages.

Plaintiffs decided to enter into this Stipulation and settle the Actions after taking into account, among other things, (i) their belief that the Settlement will deliver substantial benefits to the Class, which includes those stockholders who timely demanded appraisal; (ii) the facts developed during discovery; (iii) the attendant risks of continued litigation and the uncertainty of the outcome of the Actions; (iv) the conclusion reached by Plaintiffs and their counsel that the Settlement upon the terms and provisions set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of the Class and those stockholders who timely demanded appraisal; (v) the probability of success on the merits and the allegations made by Plaintiffs, including the uncertainty relating to proof of those allegations and amount of damages that could be recovered, if any; and (vi) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation;

Specifically, even if Plaintiffs are able to overcome Defendants' defenses to establishing liability at trial, proof of damages is problematic. Plaintiffs would have to establish that but-for Defendants' alleged breaches of fiduciary duty, GE or some other party would have been willing to pay more than approximately \$18.4 million for LIG (to satisfy the liquidation preferences on LIG Series A and B preferred stock) before the common shareholders would have received any consideration for their shares. In addition, for every dollar in value obtained over that amount, approximately one-third would have been allocated to the Series B preferred stock under the terms of those shares. Accordingly, the \$3 million proposed settlement is equivalent to LIG having been sold for approximately \$23 million in 2009 (as compared to the approximate \$14.5 million price at which it was sold) even though the financial markets and financial condition of many of LIG's customers had collapsed in 2009.

Defendants, LIG and GE have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs, the Class or any stockholder who demanded appraisal, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that any public disclosures were in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the price paid LIG stockholders in connection with the Merger was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly at all times, believe the Actions have no merit, and maintain that they have committed no breach of duty or law whatsoever in connection with the Merger, but wish to settle the Actions solely because they consider it desirable that the Actions be settled and dismissed with prejudice in order to, among other things, (i) eliminate the burden, inconvenience, expense, risk, and distraction of further litigation; and (ii) finally put to rest and terminate all of the claims that were or could have been asserted against Defendants, LIG or GE.

In consideration for the full settlement and dismissal with prejudice of the Actions and the release of the Released Claims, Defendants and LIG shall, as provided for in the Stipulation, create the "Settlement Fund" by paying or causing to be paid a total amount of \$3 million into an interest-bearing account established by Plaintiffs' Counsel for the Class (the "Account"). Defendants have already paid or caused to be paid \$30,000 into the Account, which amount shall be part of the Settlement Fund and shall be available for payment of "Notice and Administration Expenses." Within thirty (30) days of the Effective Date (defined below), Defendants and LIG shall pay or cause to be paid \$2,970,000.00 into the Account, which amount shall constitute the remainder of the Settlement Fund.

Plaintiffs' Counsel have retained McGladrey LLP as the settlement administrator ("Settlement Administrator"), which shall, oversee administration and distribution of the Settlement Fund. The Settlement Administrator is obligated to discharge its duties under Plaintiffs' Counsel's supervision and subject to the jurisdiction of the Court. The Settlement Administrator shall administer and distribute the Settlement Fund to all members of the Class who held LIG common stock at the close of business on November 30, 2009, pro rata based upon their ownership of LIG common stock, after deducting and paying (i) any Notice and Administration Expenses; (ii) any taxes owed on any interest earned on the Settlement Fund before it is distributed or costs in filing tax returns for the Settlement Fund; and (iii) any award of attorneys' fees and expenses to Plaintiffs' Counsel (the "Net Settlement Fund").

GIVEN THAT LIG'S RECORDS REFLECT YOUR OWNERSHIP OF LIG COMMON STOCK ON NOVEMBER 30, 2009, YOU ONLY NEED TO SEND TO THE SETTLEMENT ADMINISTRATOR YOUR COMPLETED W-9 FORM, WHICH IS INCLUDED WITH THIS NOTICE, OR, IF YOU ARE A FOREIGN PERSON, APPLICABLE W-8 FORM (WHICH IS ALSO INCLUDED WITH THIS NOTICE) IN ORDER TO RECEIVE YOUR PRO-RATA SHARE OF THE NET SETTLEMENT FUND. YOUR COMPLETED W-9 OR W-8 FORM MUST BE POSTMARKED OR RECEIVED BY THE SETTLEMENT ADMINISTRATOR NO LATER THAN JULY 22, 2013. IF

YOU DO NOT RETURN A PROPERLY COMPLETED W-9 OR W-8 IN A TIMELY MANNER, THIRTY (30) PERCENT OF YOUR SHARE OF THE SETTLEMENT FUND WILL BE WITHHELD FOR MAXIMUM FEDERAL WITHHOLDING INCOME TAXES.

IF YOUR ADDRESS ON THIS NOTICE IS NOT YOUR CURRENT ADDRESS, PLEASE NOTIFY THE SETTLEMENT ADMINISTRATOR AT LIVING INDEPENDENTLY GROUP, INC. LITIGATION, P.O. BOX 1607, BLUE BELL, PA 19422, OF YOUR CHANGE IN ADDRESS.

It is also important that you notify the Settlement Administrator of any subsequent change in address. If the Court approves the Settlement, any balance remaining in the Settlement Fund due to uncashed or undeposited checks, including accrued interest, six (6) months after the distribution, after reasonable and diligent efforts have been made to distribute the Net Settlement Fund to eligible Class members, shall, if economically feasible, be reallocated to eligible Class members who have deposited or cashed their distribution check. Thereafter, if any balance remains in the Settlement Fund, it shall be subject to applicable Delaware escheat laws.

The Settlement Fund, including all interest accruing thereon, shall be deemed to be in the custody of the Court and will remain subject to the jurisdiction of the Court until such time as it is distributed as provided for in the Stipulation or by Order of the Court.

IV. DISMISSALS AND RELEASES

The Stipulation provides that, subject to the approval of the Settlement by the Court, pursuant to Delaware Court of Chancery Rule 23 and Delaware General Corporation Law ("DGCL") Section 262(k), for good and valuable consideration, the Actions shall be dismissed on the merits with prejudice and against Plaintiffs, Petitioners, and all members of the Class.

The Stipulation provides that upon the Effective Date, Plaintiffs, Petitioners and each and every member of the Class, individually and collectively, shall be deemed to completely, fully, finally, and forever release, relinquish, settle, and discharge each and all of the Released Persons (as defined below) from and with respect to any and all of the Released Claims (as defined below), and will be forever barred and enjoined from commencing, instituting, prosecuting any action or other proceeding, in any forum, or asserting any Released Claims against any of the Released Persons.

"Effective Date" means the first business day following the date on which the Order and Final Judgment (as defined below) becomes final and no longer subject to further appeal or review, whether by the passage of time, affirmance on or exhaustion of any possible appeal or review, or otherwise.

"Released Persons" means, whether or not any or all of the following persons or entities were named, served with process, or appeared in the Actions: Jim Caci, James Caccavo, John P. Kramer, Michael Tomas, Howard L. Clark, Jr., Anthony P. Glascock, LIG, Geoffrey Martha, Sensor, GE, Steelpoint Capital Fund, LP, Behavioral Informatics Inc., and The Astri Group, LLC, and/or their respective families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers and reinsurers, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, predecessors in interest, successors, successors in interest, transferees, and assigns.

"Released Claims" means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected,

disclosed or undisclosed, matured or unmatured, that have been, could have been, or in the future can or might be asserted in the Class Action, the Appraisal Action or in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal or state statutory or common law relating to alleged fraud, breach of care, breach of loyalty, misrepresentation or omission, negligence or gross negligence, appraisal, "quasi appraisal," breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, violations of the federal or state securities laws, or otherwise) by the Releasing Persons (as defined below), whether individual, class, derivative, representative, legal, equitable or any other type or capacity, and whether relating to the purchase, sale, or other acquisition, disposition or holding of LIG stock, against the Released Persons (as defined below), which have arisen, could have arisen, arise now, or hereafter may arise out of, or relate in any manner to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to: (i) the Merger Agreement or the Merger; (ii) the adequacy of the consideration paid to LIG shareholders in connection with the Merger; (iii) any demand for appraisal or claim of appraisal rights under DGCL Section 262 in connection with or arising out of the Merger; (iv) the fiduciary obligations of any of the Defendants or Released Persons in connection with the Merger Agreement or the Merger; (v) the negotiations in connection with the Merger Agreement or the Merger; (vi) the disclosures or disclosure obligations of any of the Defendants or Released Persons in connection with the Merger Agreement or the Merger; (vii) the alleged aiding and abetting of any breach of fiduciary duty in connection with the Merger Agreement or the Merger; (viii) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Merger; (ix) any alleged breaches of fiduciary duty or aiding and abetting of any such breaches in connection with the consummation of the Merger; and (x) the allegations in the Actions, including, but not limited to, any allegations concerning purported failures to maximize the value of the Company, abdication of management responsibilities, or exercise of control by GE; provided, however, that the Released Claims shall not include the right of any party to enforce in the Court the terms of the Stipulation or the Order and Final Judgment.

The Stipulation also provides that, upon the Effective Date, Defendants, LIG, GE and the Released Persons shall be deemed to completely, fully, finally, and forever dismiss, release, relinquish, settle, and discharge Plaintiffs, each and all members of the Class, Petitioners, and Plaintiffs' Counsel from all claims arising out of the instituting, prosecution, settlement or resolution of the Actions, provided however, that the Defendants, LIG and Released Persons shall retain the right to enforce in the Court the terms of the Stipulation or the Order and Final Judgment.

The Stipulation provides that the Settlement will be void if: (i) the Court does not confirm the certification of the Class Action as a non-opt out class action, pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1); (ii) the Court does not enter the Order and Final Judgment in the Actions; or (iii) the Effective Date does not occur. If the Settlement becomes final, the releases will extend to any and all claims that Plaintiffs or any other member of the Class and the Released Persons do not know or suspect exist in his, her, or its favor at the time of the Releases, including, without limitation, those which, if known, might have affected the decision to enter into or to object to the Settlement. Class members and the Released Persons shall be deemed to have expressly waived, relinquished, and released, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by or under any law that may have the effect of limiting the releases set forth above, including section 1542 of the California Civil Code. Section 1542 of the California Civil Code states: "A GENERAL RELEASE DOES NOT EXTEND TO 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."

VI. PLAINTIFFS' ATTORNEYS' FEES AND EXPENSES AND AWARDS TO SOME OR ALL OF THE PLAINTIFFS

Plaintiffs' Counsel intend to apply to the Court for an award of attorneys' fees not to exceed twenty-five (25) percent of the Settlement Fund and reimbursement of expenses incurred and to be incurred not to exceed \$30,000.00, plus interest earned on such amounts from the date of the award until paid at the same rate earned by the Settlement Fund. Plaintiff's Counsel also intend to seek Court approval to pay awards to some or all of the Plaintiffs for their efforts in the prosecution and resolution of this lawsuit not to exceed \$20,000 in total. Such amounts, if approved by the Court, will be paid out of the attorney fee award described above (the "Fee Application"). All fees and expenses and payments to some or all of the Plaintiffs that the Court may award shall be paid from the Settlement Fund and shall be paid within five (5) business days after the later of (i) the Effective Date or (ii) the date of an order by the Court approving any award of fees and expenses and payments to some or all of the Plaintiffs becomes final and non-appealable, whether by affirmance or on exhaustion of any possible appeal or review, lapse of time or otherwise. The parties agree that any approval of an award of attorneys' fees and expenses or payments to some or all of the Plaintiffs shall not be a condition to final approval or effectiveness of the Settlement, nor shall the Court's denial, in whole or in part of the Fee Application: (i) affect the effectiveness or enforceability of the Stipulation or Settlement in any manner; (ii) provide any of the parties with the right to terminate the Settlement; or (iii) affect or delay the binding effect or finality of the Order and Final Judgment and the Release of the Released Claims.

VII. CLASS ACTION DETERMINATION

The Court has previously ordered that the Class Action shall be maintained as a class action pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) with the Class defined as set forth above. Pursuant to the Settlement, the parties will seek, as a part of the Court's approval of the Settlement, confirmation of the certification of the Class Action as a non-opt out class action.

VIII. <u>SETTLEMENT HEARING</u>

The Court has scheduled a Settlement Hearing, which will be held **August 1, 2013** at 1:00 p.m., Eastern Time, at the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, DE 19947 to: (a) determine whether the Class Action should be confirmed as a non-opt out class action, pursuant to Delaware Court of Chancery Rule 23(a) and 23(b)(1); (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate; (c) determine whether the Order and Final Judgment should be entered in the Actions pursuant to the Stipulation; (d) hear and determine any objections to the Settlement or the award of attorneys' fees and expenses to Plaintiffs' Counsel; (e) consider the award of attorneys' fees and expenses to Plaintiffs' Counsel and any payment to some or all of the Plaintiffs pursuant to the Stipulation; and (f) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, without further notice of any kind to the Class. The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

IX. RIGHT TO OBJECT AND APPEAR AT THE SETTLEMENT HEARING

Any member of the Class who (1) objects to any aspect of the Settlement, the dismissal of the Actions, the judgment to be entered in the Actions, and/or the award of attorneys' fees and expenses to Plaintiffs' Counsel and/or awards to some or all of the Plaintiffs; or (2) otherwise wishes to be heard, may, but is not required to, appear in person or by his or her or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant. If you want to object, however, you must,

not later than **July 18, 2013**, file with the Court, at the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, the following: (1) proof of your membership in the Class, (2) a statement of your objections to any matters before the Court and grounds therefor, and (3) if you want to also appear at the Settlement Hearing and present evidence or argument, the reasons why you desire to appear and be heard, as well as all documents or writings you desire the Court to consider.

Also, regardless of whether you desire to appear and be heard at the Settlement Hearing, if you want to object, on or before the date you file such papers, you must serve them by hand or mail or express service upon each of the following attorneys of record:

Norman Monhait
ROSENTHAL MONHAIT & GODDESS P.A.
919 N. Market Street, Suite 1401
P.O. Box 1070
Wilmington, DE 19899
Counsel for Petitioners and the Class

C. Barr Flinn
YOUNG CONAWAY STARGATT & TAYLOR LLP
1000 North King Street - Rodney Square
P.O. Box 391
Wilmington, DE 19899
Counsel for Defendants

Brock E. Czeschin
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Counsel for LIG and GE

Any Class member who does not want to object to the Settlement or the award of fees and expenses to Plaintiffs' counsel or awards to some or all of the Plaintiffs need not do anything at this time.

Any member of the Class who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding unless the Court orders otherwise.

X. ORDER AND FINAL JUDGMENT OF THE COURT

If the Court determines that the Settlement is fair, reasonable, and adequate, the parties will ask the Court to enter an Order and Final Judgment in the Actions, which will, among other things:

- 1. approve the Settlement as fair, reasonable, and adequate, pursuant to Delaware Court of Chancery Rule 23 and Section 262(k) of the Delaware General Corporation Law;
- 2. authorize and direct the performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement as provided in the Stipulation;
 - 3. dismiss the Actions with prejudice on the merits; and

4. provide for the Releases described above

XI. NOTICE TO THOSE HOLDING STOCK FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of LIG common stock for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners (and will be reimbursed for any reasonable expenses incurred in doing so). If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies may be made to:

Living Independently Group, Inc. Litigation c/o Settlement Administrator P.O. Box 1607 Blue Bell, PA 19422

XII. SCOPE OF THE NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Actions, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Actions, claims asserted by the parties, and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court files. You or your attorney may examine the Court files during regular business hours of each business day at the Court of Chancery of the State of Delaware, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801. Questions or comments concerning this Notice, the Settlement or the Actions may be directed to Plaintiffs' Counsel:

Jeffrey A. Klafter KLAFTER OLSEN & LESSER LLP Two International Drive, Suite 350 Rye Brook, NY 10573 (914) 934-9200 x301

Lawrence Deutsch BERGER & MONTAGUE, P.C. 1622 Locust Street Philadelphia, PA 19103 (215) 875-3062

Norman Monhait ROSENTHAL MONHAIT & GODDESS P.A. 919 N. Market Street, Suite 1401 P.O. Box 1070 Wilmington, DE 19899 (302) 658-7567

DO NOT WRITE OR TELEPHONE THE COURT.

BY ORDER OF THE COURT:

/S/ Karlis Johnson

Register in Chancery

Dated: June 7, 2013