

**Must be
Postmarked No
Later Than
November 17, 2009**

Atlas v. Accredited Home Lenders Holding Co. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9397
Dublin, OH 43017-4297
Toll-Free: 1-866-278-7838

ACR



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

YOU MUST COMPLETE THIS CLAIM FORM BY NOVEMBER 17, 2009 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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SECTION A - CLAIMANT INFORMATION

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:

Record Owner's Name (if different from Claimant listed above):

Check appropriate box (check only one box):

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Joint Owners | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust |
| <input type="checkbox"/> IRA | <input type="checkbox"/> Other (describe: _____) | |

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Daytime Telephone Number: () -

Evening Telephone Number: () -

Email Address:

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

IF YOU FAIL TO SUBMIT A COMPLETE CLAIM BY NOVEMBER 17, 2009, YOUR CLAIM IS SUBJECT TO REJECTION OR YOUR PAYMENT MAY BE DELAYED.

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Accredited Securities) during the Settlement Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-278-7838, or visit their website at **www.AccreditedSecuritiesLitigation.com**, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



SECTION B - COMMON STOCK TRANSACTIONS

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

1. BEGINNING HOLDINGS: Number of shares of Accredited common stock the Claimant owned at the close of trading on **October 31, 2005**. If none, write "zero" or "0". If other than zero, be sure to attach the required documentation.

2. PURCHASES/ACQUISITIONS: Purchases of Accredited common stock made between **November 1, 2005** and **June 8, 2007**, inclusive. (NOTE: If you acquired your Accredited common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page. You should include all Accredited common stock acquired in exchange for securities of Aames Investment Corporation). Be sure to attach the required documentation.

| Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year) | Number of Shares Purchased/Acquired | Purchase/Acquisition Price Per Share | Total Purchase/Acquisition Price (excluding commissions, taxes or other fees) |
|---|-------------------------------------|--------------------------------------|---|
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |

3. SALES: Sales of Accredited common stock made between **November 1, 2005** and **June 8, 2007**, inclusive. Be sure to attach the required documentation:

| Date(s) of Sale (List Chronologically) (Month/Day/Year) | Number of Shares Sold | Sale Price Per Share | Total Sale Price (excluding commissions, taxes or other fees) |
|---|-----------------------|----------------------|---|
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |

4. UNSOLD HOLDINGS: Number of shares of Accredited common stock owned at close of trading on **June 8, 2007**. Be sure to attach the required documentation.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



SECTION C - PREFERRED SHARE TRANSACTIONS

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

1. BEGINNING PREFERRED HOLDINGS: Number of preferred shares of Accredited the Claimant owned at the close of trading on **October 31, 2005**. If none, write "zero" or "0". If other than zero, be sure to attach the required documentation.

2. PREFERRED PURCHASES/ACQUISITIONS: List all purchases of preferred shares of Accredited made between **November 1, 2005** and **June 8, 2007**, inclusive. (NOTE: If you acquired your preferred shares of Accredited during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.). Be sure to attach the required documentation.

| Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year) | Number of Shares Purchased/Acquired | Purchase/Acquisition Price Per Share | Total Purchase/Acquisition Price (excluding commissions, taxes or other fees) |
|---|-------------------------------------|--------------------------------------|---|
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |

3. PREFERRED SALES: Sales of preferred shares of Accredited made between **November 1, 2005** and **June 8, 2007**, inclusive. Be sure to attach the required documentation:

| Date(s) of Sale (List Chronologically) (Month/Day/Year) | Number of Shares Sold | Sale Price Per Share | Total Sale Price (excluding commissions, taxes or other fees) |
|---|-----------------------|----------------------|---|
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |
| / / | | \$. | \$. |

4. UNSOLD PREFERRED HOLDINGS: Number of preferred shares of Accredited the Claimant owned at the close of trading on **June 8, 2007**. Be sure to attach the required documentation.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



SECTION D - RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Accredited Securities” means (1) Accredited common stock, including but not limited to those shares acquired pursuant to a Registration Statement and Prospectus for the merger between Accredited and Aames; and (2) preferred shares of Accredited.

“Effective Date,” as further defined in the Stipulation of Settlement (the “Stipulation”), means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

“Judgment” means the judgment to be rendered by the Court substantially in the form attached to the Stipulation as Exhibit B.

“Released Persons” means each and all of Defendants and each and all of their Related Parties.

“Released Claims” means all rights, demands, liabilities, claims (including “Unknown Claims” as defined further below) and causes of action of every nature and description whether arising under federal, state, common or foreign law, that Plaintiffs or any other member of the Settlement Class (a) asserted in the Complaint, or (b) could have asserted in any forum that arise out of or are based upon allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase or acquisition of Accredited Securities during the Settlement Class Period.

“Settlement Class” means all persons and entities who purchased or acquired Accredited Securities between November 1, 2005, through March 12, 2007, inclusive, and who were injured thereby. Excluded from the Settlement Class are Accredited, Berglund, Buchanan, Crawford, Erickson, Espy, Gunderson, Konrath, Lydon, Marvin, and Pratt; the officers and directors of Accredited at all relevant times; members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any Defendant has or had a controlling interest, including the REIT. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action.

“Unknown Claims” means all claims, demands, rights, liabilities, and causes of action of every nature and description which Plaintiffs or any Settlement Class Member do not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code Section 1542, which provides:

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.

Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

The Release

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Settlement Class Member, on behalf of themselves, their spouses, heirs, predecessors, successors, representatives, or assignees, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims) against each and all of the Released Persons, whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Settlement Class Member.



SECTION E - SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court for the Southern District of California, with respect to my claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of Accredited Securities during the Settlement Class Period and know of no other person having done so on my behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge all Released Claims (including Unknown Claims) against each and all the "Released Persons," defined as each and all of Defendants and each and all of their Related Parties.

- 1. that the Claimant(s) is a (are) Settlement Class Member(s), as defined herein and in the Notice;
- 2. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in Accredited Securities;
- 3. that I (we) own(ed) the Accredited Securities identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
- 4. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
- 5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
- 6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
- 7. that I (we) certify that I am (we are) 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 the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

(Signature of Claimant)

(Date)

(Print Name of Claimant)

(Signature of Joint Claimant, if any)

(Date)

(Print Name of Joint Claimant)

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

(Signature of Person Completing Form)

(Date)

(Print Name of Person Completing Form)

(Capacity of Person Signing (Executor, President, Trustee, etc.))



REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim and Release form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1-866-278-7838
7. If you move, please send your new address to:

Atlas v. Accredited Home Lenders Holding Co. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9397
Dublin, OH 43017-4297

8. **Do not use highlighter on the Proof of Claim form or supporting documentation.**

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
NOVEMBER 17, 2009, AND MUST BE MAILED TO:

Atlas v. Accredited Home Lenders Holding Co. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9397
Dublin, OH 43017-4297

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