

Exhibit 1.C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PASHA ANWAR, et al.,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, et al.

Defendants.

This Document Relates to:

*Da Silva Ferreira, et al. v. EFG Capital
International Corp., et al., 1:11-cv-00813-VM*

**Consolidated Master File
Case No. 1:09-cv-00118-VM**

Member Case No. 1:11-cv-00813-VM

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE PAYMENTS,
AND SETTLEMENT FAIRNESS HEARING**

Your legal rights are affected -- Please read this Notice carefully.

To: All customers of both EFG Capital International Corp. (“EFG Capital” or “Defendant”) and EFG Bank SA f/k/a EFG Private Bank SA (“EFG Bank”) who (i) subscribed for shares of Fairfield Sentry Limited (“Fairfield Sentry”) through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, and (iii) did not receive redemptions in excess of their investments in Fairfield Sentry:

**If you meet the above class definition,
you could get a payment from a class action settlement.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The settlement resolves class action litigation arising out of certain business practices of EFG Capital International Corp. (“EFG Capital” or “Defendant”). Plaintiffs, Lorenne da Silva Ferreira and Arlete da Silva Ferreira, are individuals who invested in Fairfield Sentry Limited (“Fairfield Sentry”) through Defendant.
- In their lawsuit, Plaintiffs complain that Defendant recommended they invest in Fairfield Sentry without conducting proper due diligence on the fund or Bernard L. Madoff Investment Securities LLC (“BMIS”), the broker-dealer and investment advisor founded by Bernard L. Madoff (“Madoff”) in which Fairfield Sentry invested substantially all of its assets.
- Plaintiffs allege that Defendant: (i) overlooked or disregarded “red flags” that should have alerted it to the fact that Madoff was operating a Ponzi scheme; (ii) drew Plaintiffs and

class members into Madoff’s fraud; (iii) failed to conduct proper due diligence with regard to BMIS; and (iv) failed to disclose the monetary incentives it received for promoting Fairfield Sentry.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PARTICIPATE IN THE CLASS SETTLEMENT	The only way to get a payment from this settlement. You will be required to release any claims you might have had against Defendant.
EXCLUDE YOURSELF	Get no payment from this settlement. This is the only option that allows you to ever be part of any other lawsuit against the Released Persons concerning the facts giving rise to the legal claims in this proceeding or case.
COMMENT ON THE SETTLEMENT	Write to the Court about why you support or oppose the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- The class comprises two potential groups:
 - (1) Customers of both EFG Capital and EFG Bank who (i) subscribed for shares of Fairfield Sentry through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, (iii) did not receive redemptions in excess of their investments in Fairfield Sentry, and (iv) are ***NOT*** a named party in the arbitration styled Braver, et al. v. EFG Capital Int’l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int’l Corp., FINRA Case No. 09-07227 (“Core Claimants”); and
 - (2) Customers of both EFG Capital and EFG Bank who (i) subscribed for shares of Fairfield Sentry through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, (iii) did not receive redemptions in excess of their investments in Fairfield Sentry, and (iv) are or were a named party in the arbitration styled Braver, et al. v. EFG Capital Int’l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int’l Corp., FINRA Case No. 09-07227, regardless of whether any portion of their arbitration claims have been dismissed (“Arbitration Claimants”).
- All Core Claimants will be deemed to be automatically ***included*** in the class settlement unless they timely submit a properly completed and executed request for exclusion from the Settling Class (“Request for Exclusion”) to the Claims Administrator.

- All Arbitration Claimants shall be deemed to be automatically *excluded* from the class settlement unless they timely submit a properly completed and executed request for inclusion in the Settling Class (“Request for Inclusion”) to the Claims Administrator.
- To settle the litigation, Defendant will distribute *pro-rata* to the class members based on each class member’s net investment in Fairfield Sentry the sum of USD \$7,783,843 (“Settlement Amount”) less any attorneys’ fees, expenses, and incentive payments approved by the Court. The Settlement Amount shall be increased by an amount equal to 16.7% of the net investment in Fairfield Sentry of each Arbitration Claimant who elects to participate in the class settlement. Defendant will also pay all of the reasonable costs associated with notifying class members of the settlement and all reasonable costs associated with administering the settlement. Please see the response to Question 9 below for details on the calculation of your recovery.
- These rights and options — **and the deadlines to exercise them** — are explained further in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

SUMMARY NOTICE

Statement of Plaintiff Recovery

Under the terms of the proposed settlement, Defendant will distribute *pro-rata* to the class members based on each class member’s net investment in Fairfield Sentry the sum of USD \$7,783,843 (“Settlement Amount” or “Gross Settlement Fund”) less any attorneys’ fees, expenses, and incentive payments approved by the Court. The Settlement Amount represents 16.7% of the aggregate net investment losses of the Core Claimants. The Settlement Amount shall be increased by an amount equal to 16.7% of the net investment in Fairfield Sentry of each Arbitration Claimant who elects to participate in the class settlement.¹ Defendant will also pay all of the reasonable costs associated with notifying class members of the settlement and all reasonable costs associated with administering the settlement. Reasonable costs associated with giving notice to the class and administering the settlement will not be deducted from the settlement fund but will instead be paid separately by Defendant. The parties have determined that 279 persons are eligible to claim a share of the settlement fund.

Thus, for example, if your net investment in Fairfield Sentry is \$100,000, if none of the Core Claimants elect to be excluded from the class settlement, if none of the Arbitration Claimants elect to participate in the class settlement, and if the Court does not approve any awards of attorneys’ fees, expenses, or incentive payments, then your recovery will be \$16,700.

¹ Thus, for example, if an Arbitration Claimant with a net investment of \$100,000 elects to participate in the settlement, then the Settlement Amount will be increased by \$16,700.

Your actual recovery will depend on the total number of Core Claimants who elect to be excluded from the class settlement and the amount of their net investment in Fairfield Sentry, the total number of Arbitration Claimants who elect to participate in the class settlement and the amount of their net investment in Fairfield Sentry, and the amount of attorneys' fees, expenses, and incentive payments approved by the Court. Please see the response to Question 9 below for details on the calculation of your recovery.

Potential for Further Recovery From Other Individuals or Entities

If you participate in this class settlement, then you will be required to release any claims that you might have had against EFG Capital, EFG Bank, and the Released Persons (as that term is defined below). However, you will not be required to give up any claims you may have against any other individuals or entities relating to your losses in Fairfield Sentry. For example, you may still be able to recover additional percentages of your overall net investment losses through (i) EFG Bank's claim on your behalf against the Fairfield Sentry Liquidation Estate, (ii) a separate class action pending against Fairfield Sentry and others of which EFG Bank may be a potential class member on your behalf, and (iii) other claims brought against individuals and entities other than EFG Capital, EFG Bank, and the Released Persons, including any claims that you may have made against such individuals and entities.

Statement of Potential Outcome of Case

The parties disagree on both liability and damages and do not agree on the average amount of damages per class member that would be recoverable if Plaintiffs were to have prevailed at trial. Defendant denies that it is liable to Plaintiffs or the class.

Statement of Attorneys' Fees and Costs Sought

Plaintiffs' counsel will submit an application for an award of attorneys' fees from the Gross Settlement Fund, in an amount not to exceed thirty-three percent (33%) of the Gross Settlement Fund, and for reimbursement of expenses incurred in connection with the prosecution of this litigation from the Gross Settlement Fund, in amount not to exceed \$120,000. Plaintiffs' counsel have prosecuted this litigation on a contingent fee basis, and have advanced the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the class, they would be paid from such recovery. In this type of litigation, counsel are often awarded a percentage of the common-fund recovery as their attorneys' fees.

Further Information

You may get further information about the litigation and this Notice by calling the claims administrator, EFG Capital, at (305) 482-8000. Plaintiffs' counsel is LEVINE, KELLOGG, LEHMAN, SCHNEIDER+ GROSSMAN, LLP, 201 South Biscayne Boulevard, 34th Floor, Miami, FL 333131. You can contact them at (305) 403-8788.

Reasons for the Settlement

Plaintiffs' counsel state the principal reason for the settlement is that it represents a favorable outcome for the class, arrived at after comprehensive investigation and analysis of the factual

and legal issues surrounding class members' claims. Plaintiffs' counsel further state that the proposed settlement is in the best interests of the class as a whole given Defendants' willingness to settle now for a *pro-rata* distribution of at least USD \$7,783,843 (less attorney's fees, expenses, incentive payments), and payment of notice and settlement administration expenses, balanced against the risks presented by the unresolved issues that might have been decided in Defendant's favor, the expense and delay of continued litigation, the risks of taking the case to trial, and the risks and delay presented by an appeal in the event of a favorable outcome at trial. In addition, the settlement does not prevent you from potentially recovering additional percentages of your overall net investment losses from individuals and entities other than EFG Capital, EFG Bank, and the Released Persons.

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BASIC INFORMATION

1. Why did I get this notice package?

You are or were a customer of both EFG Capital and EFG Bank who (i) subscribed for shares of Fairfield Sentry through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, and (iii) did not receive redemptions in excess of your investments in Fairfield Sentry.

The Court directed that this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit that will resolve claims with EFG Capital, EFG Bank, and the Released Persons (as defined below) based on investments in Fairfield Sentry, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, an administrator appointed by the Court will distribute the settlement money at Defendant’s expense.

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

The Court overseeing the case is the United States District Court for the Southern District of New York, and the case is known as Da Silva Ferreira v. EFG International Corp., Master File No. 1:09-cv-00118-VM. This case has been assigned to United States District Judge Victor Marrero. The people who sued are called “Plaintiffs.” The people being sued, who are called “Defendants,” are EFG Capital International Corp. (“EFG Capital” or “Defendant”) and EFG Bank SA f/k/a EFG Private Bank SA (“EFG Bank”). EFG Bank was previously dismissed from this case.

2. What is this lawsuit about?

The following is a summary of Plaintiffs’ allegations.

Defendant recommended Plaintiffs invest in Fairfield Sentry Limited (“Fairfield Sentry”) without conducting proper due diligence on the fund or Bernard L. Madoff Investment Securities LLC (“BMIS”), the broker-dealer and investment advisor founded by Bernard L. Madoff (“Madoff”) in which Fairfield Sentry invested substantially all of its assets. Defendant violated its duties and obligations when it: (i) overlooked or disregarded “red flags” that should have alerted it to the fact that Madoff was operating a Ponzi scheme; (ii) drew Plaintiffs and class members into Madoff’s fraud; (iii) failed to conduct proper due diligence with regard to BMIS; and (iv) failed to disclose the monetary incentives it received for promoting Fairfield Sentry.

Based on these factual allegations, Plaintiffs asserted claims against Defendant and for breach of fiduciary duty, gross negligence, unjust enrichment, and violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), FLA. STAT. § 501.201 et seq. Plaintiffs voluntarily dismissed their FDUTPA claim.

The following is a summary of Defendant’s defenses.

Plaintiffs are wealthy, experienced investors who understood and accepted the risks of investing in Fairfield Sentry. In many instances, Plaintiffs made an informed decision on their own — without a recommendation from Defendant — to invest in Fairfield Sentry. Nevertheless, Defendant conducted full and adequate due diligence of Fairfield Sentry consistent with industry standards. Further, Defendant adequately disclosed to Plaintiffs — verbally and in multiple written disclosures that were provided to Plaintiffs — the risks of investing in Fairfield Sentry and the manner in which Defendant was compensated for Plaintiffs’ investments. In any event, it is unreasonable to fault Defendant for not having uncovered Madoff’s fraud, when it had gone undiscovered by Madoff’s regulators, auditors, and other investors (many of which were large financial institutions) for nearly 30 years. Finally, Plaintiffs’ claims are preempted by the Securities Litigation Uniform Standards Act of 1998 (“SLUSA”), 15 U.S.C. § 78bb(f)(1), are barred by the Economic Loss Doctrine, and fail to satisfy certain pleading requirements. Plaintiffs’ claims are also barred by the applicable statutes of limitations and by the contractual limitations in Plaintiffs’ account agreements.

3. Why is this a class action?

In a class action, one or more people called “class representatives” (in this case, Plaintiffs Lorene da Silva Ferreira and Arlete da Silva Ferreira) sue on behalf of people who have similar claims. All these people together constitute a plaintiff “class.” This is a class action because one court resolves all class-wide issues for all people who meet the class definition, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of or against Plaintiffs or Defendant. Instead, these parties agreed to a settlement. The settlement was reached through mediation after the parties had fully briefed a motion to dismiss the case and a motion to certify the class but before the Court ruled on either motion, and after Plaintiffs’ counsel had reviewed more than 100,000 pages of records

produced by Defendant and taken depositions under oath of Defendant's senior management, including its Chairman and its Chief Executive Officer. Through the settlement, the parties avoid the risks, delay, and cost of preparing for and going to trial, and the affected class members will get compensation. Plaintiffs and their attorneys think the settlement is in the best interests of the class as a whole.

WHO IS IN THE CLASS

To see if you will get money from this settlement, you first have to decide if you are a member of the class in this case.

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

For purposes of the settlement, the Court has provisionally approved this definition of the class: All customers of both EFG Capital and EFG Bank who (i) subscribed for shares of Fairfield Sentry through EFG Capital, (ii) held all or a portion of their shares on December 11, 2008, and (iii) did not receive redemptions in excess of their investments in Fairfield Sentry.

6. Who is not included in the class?

Excluded from the class are Defendant and present and former officers and/or directors of Defendant. Also excluded from the class are: (i) all Core Claimants who timely and validly request exclusion from the class in accordance with the requirements described in this Notice under Question 12 below and (ii) all Arbitration Claimants who do not timely and validly request inclusion in the class in accordance with the requirements described in this Notice under Question 8 below .

THE SETTLEMENT BENEFITS: WHAT YOU GET

7. What does the settlement provide?

Defendant will distribute *pro-rata* to the class members based on each class member's net investment in Fairfield Sentry the sum of USD \$7,783,843 ("Settlement Amount") less any attorneys' fees, expenses, and incentive payments approved by the Court. The Settlement Amount shall be increased by an amount equal to 16.7% of the net investment in Fairfield Sentry of each Arbitration Claimant who elects to participate in the class settlement.

Defendant will also pay all reasonable costs of notifying class members of the settlement and all reasonable costs of settlement administration. These costs, which are expected to be substantial, will not be charged to the settlement fund.

HOW YOU GET A PAYMENT

8. How can I get a payment?

To qualify for payment:

- If you are ***NOT*** a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, then you do not need to do anything. You will automatically be included in the class and receive a payment under the settlement.
- If you are or were a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, then you must send in a Request for Inclusion form. You may submit a Request for Inclusion Form even if all or some of your arbitration claims have been ruled ineligible for FINRA arbitration. However, you cannot have commenced an arbitration final hearing against any Released Person or be a party to an arbitration award involving any Released Person with respect to any claims for which you wish to receive a payment under the class settlement. In addition, you must dismiss without prejudice all of the arbitration claims you have asserted against EFG Capital for which you wish to receive a payment under the class settlement within seven (7) calendar days of filing your Request for Inclusion. You must also dismiss with prejudice all of the arbitration claims you have asserted against EFG Capital for which you wish to receive a payment under the class settlement within seven (7) calendar days of the Effective Date. A Request for Inclusion form is attached to this Notice. Read the instructions carefully, fill out the form as directed, include all the documents the form asks for, sign it, and mail it postmarked no later than _____. If you do not submit a valid and timely Request for Inclusion form, you will not receive a payment under the settlement.

9. How will my payment be determined?

The parties have proposed a Plan of Allocation for distributing settlement money among class members. At the fairness hearing, the Court will consider whether to approve this plan as well as the settlement. Under the settlement, the amount available for distribution will be the balance of the Gross Settlement Fund remaining after the deduction of any Court-awarded attorneys' fees, litigation expenses, and incentive payments ("Net Settlement Fund"). The Net Settlement Fund will be distributed among class members.

Under the parties' proposed plan, the "Gross Settlement Fund" will be equal to the sum of USD \$7,783,843 plus an amount equal to 16.7% of the net investment in Fairfield Sentry of each Arbitration Claimant who elects to participate in the class settlement. Any award of attorneys' fees, litigation expenses, and incentive payments approved by the Court will be paid out of the Gross Settlement Fund.

Under the parties' proposed plan, the "Net Settlement Fund" will be equal to the amount remaining after the deduction of any Court-awarded attorneys' fees, litigation expenses, and incentive payments. The Net Settlement Fund will be distributed *pro-rata* to the class members based on each class member's net investment in Fairfield Sentry. The amount of the payment will depend on the total number of Core Claimants who elect to be excluded from the class settlement and the amount of their net investment in Fairfield Sentry, the total number of Arbitration Claimants who elect to participate in the class settlement and the amount of their net investment in Fairfield Sentry, and the amount of attorneys' fees, expenses, and incentive payments approved by the Court.

Each class member's net investment in Fairfield Sentry will be calculated by netting the total amount of subscriptions in Fairfield Sentry held by that class member on December 11, 2008 against that class member's redemptions of his, her, or its investments in Fairfield Sentry based on a reasonable review of Defendant's books and records and not based on the value that Fairfield Sentry reported the investments to be worth on December 11, 2008. Defendant has previously provided to Plaintiffs' counsel the calculations of the individual net investment for each class member, along with the underlying records upon which those calculations are based. Your net investment in Fairfield Sentry is listed in the Request for Exclusion (if you are a Claimant) or Request for Inclusion (if you are an Arbitration Claimant) attached to this Notice.

Defendant will pay all of the reasonable costs associated with notifying class members of the settlement and all reasonable costs associated with administering the settlement.

10. When will I get my payment?

The Court will hold a hearing on _____, 2012, at _____, to decide whether to approve the settlement. Under the terms of the settlement, the money will not be distributed until there is no possibility of appeal. If there are no appeals, the parties will distribute your share of the settlement fund within 30 days after the Court rules on Plaintiffs' counsel's application for attorneys' fees, expenses, and incentive payments and such ruling becomes "Final," which shall be deemed to be when either of the following has occurred: (i) if an appeal or review is not sought by any person from the Court's ruling, the day following the expiration of the time to appeal from or petition for review of the Court's ruling (including any extension of time under FRAP 4(a)(5) plus three days for mailing); or (ii) if an appeal or review is sought from the Court's ruling, the day after such Ruling is affirmed, or the appeal or review is dismissed or denied, and such Ruling is no longer subject to further judicial review (including the expiry of any extension of time under FRAP 4(a)(5) plus three days in mailing). An appeal by a class member would likely delay your payment.

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

You will be a member of the class if (i) you are a Claimant and do not file a timely and valid Request for Exclusion from the class or (ii) you are an Arbitration Claimant and file a timely and valid Request for Inclusion in the class. That means that if the settlement is approved, you will release all "Settled Claims" — including "Unknown Claims" — against the "Released Persons,"

and you will be prohibited from bringing or participating in any other cases concerning the “Settled Claims” against the “Released Persons.”

“Settled Claims” means any and all claims, debts, demands, liabilities, rights, and causes of action of every nature and description whatsoever (including but not limited to any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States, the rules of any self-regulatory organization (including, but not limited to, FINRA), and including claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation issued pursuant thereto, whether fixed or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, suspected or unsuspected, disclosed or undisclosed, hidden, or concealed, at law or in equity, whether class or individual in nature, including both known claims and Unknown Claims, which Plaintiffs or any of the Settling Class Members ever had, now have or hereafter can, shall, or may have, or which Plaintiffs or any of the Settling Class members could have asserted in any forum, arising from the acts, omissions, or failures to act occurring prior to the execution of the Stipulation, whether directly, derivatively, representatively, or in any other capacity against the Released Persons, whether or not such Released Persons were named or appeared in the Action, by reason of or arising out of or which may hereafter arise out of or relating to or in connection with, in any way, the facts, matters, actions, or conduct alleged, involved, set forth, referred to, or that could have been alleged in the Action, including, but not limited to, the investment in Fairfield Sentry; provided, however, that nothing in this Stipulation shall operate to release any of the Released Persons from potential claims relating to any future agreement with the liquidator of Fairfield Sentry or the SIPA Trustee waiving or agreeing to reduce the amounts owed by Fairfield Sentry or the SIPA Trustee to the Settling Class or any member thereof, and provided, further, that Settled Claims do not include any claims to enforce any of the terms of this Stipulation or of the Order and Final Judgment.

“Unknown Claims” means any Settled Claim which Plaintiffs or any member of the Settling Class do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Persons, which if known by him, her, them, or it, might have affected his, her, their, or its decision with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement. With respect to any and all Settled Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs shall expressly waive, and each Settling Class Member shall be deemed to have and by operation of the Order and Final 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 any other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code 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.”

“Released Persons” means EFG Capital and EFG Bank and their past, present, and future affiliates, associates, entities, families, parents, subsidiaries, joint venturers, general partners, limited partners, and partnerships, and each and all of their respective past, present, or future officers, directors, principals, shareholders, employees, agents, attorneys, legal counsel, advisors, insurers,

reinsurers, accountants, trustees, members, managers, financial advisors, associates, representatives, predecessors, beneficiaries, executors, personal representatives, estates, administrators, and any other individual or entity in which EFG Capital and EFG Bank had or has a controlling interest or which is related to or affiliated with EFG Capital and/or EFG Bank, and the current, former and future legal representatives, heirs, successors, successors in interest, and assigns of EFG Capital and EFG Bank, whether or not such Released Persons were named or appeared in the Action.

The release will prevent you from suing Defendant or any Released Party in any forum over claims that arise from or are based on your investment in Fairfield Sentry.

If you remain a class member, all of the Court's orders will apply to you and legally bind you.

If you participate in this class settlement, then you will be required to release any claims that you might have had against EFG Capital, EFG Bank, and the Released Persons (as that term is defined below). However, you will not be required to give up any claims you may have against any other individuals or entities relating to your losses in Fairfield Sentry. For example, you may still be able to recover additional percentages of your overall net investment losses through (i) EFG Bank's claim on your behalf against the Fairfield Sentry Liquidation Estate, (ii) a separate class action pending against Fairfield Sentry and others of which EFG Bank may be a potential class member on your behalf, and (iii) other claims brought against individuals and entities other than EFG Capital, EFG Bank, and the Released Persons, including any claims that you may have made against such individuals and entities.

12. If I stay in the class, may I still recover additional amounts from other sources?

Yes. If you participate in this class settlement, then you will not be required to give up any claims you may have against any individuals or entities other than EFG Capital, EFG Bank, and the Released Persons relating to your losses in Fairfield Sentry. For example, you may still be able to recover additional percentages of your overall net investment losses through (i) EFG Bank's claim on your behalf against Fairfield Sentry, (ii) a separate class action pending against Fairfield Sentry and others of which EFG Bank may be a potential class member on your behalf, and (iii) other claims brought against individuals and entities other than EFG Capital, EFG Bank, and the Released Persons, including any claims that you may have made against those individuals and entities.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to retain any right to sue or continue to assert any of the Released Claims on your own against Defendant or other Released Party, then you must take steps to get out of the class. This is called excluding yourself from the class and is sometimes referred to as "opting out" of the class.

13. How do I get out of the class and settlement?

To exclude yourself from the class and settlement:

- If you are ***NOT*** a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, then you must send in a Request for Exclusion form. A Request for Exclusion form is attached to this Notice. Read the instructions carefully, fill out the form as directed, include all the documents the form asks for, sign it, and mail it postmarked no later than _____. If you do not submit a valid and timely Request for Exclusion form, you will automatically be included in the class and receive a payment under the settlement.
- If you are or were a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, then you do not need to do anything. You will automatically be excluded from the class and not receive a payment under the settlement.

If you exclude yourself from the class, you will not be entitled to any payment under the settlement, and you will have no right to comment in support of, or in opposition to, the settlement. If you exclude yourself from the class, you will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Defendant and other Released Persons in the future.

14. If I do not exclude myself (that is, if I stay in the class), can I bring a lawsuit for the same thing later?

No. Unless you exclude yourself, you give up any rights to bring a lawsuit or claim in any forum asserting any of the Settled Claims against Defendant or any other Released Party. If you have a pending lawsuit or claim in any forum that you believe concerns the Settled Claims or the same matters alleged in this case, speak to your lawyer in that lawsuit immediately. You will likely have to exclude yourself from this class and settlement to continue your own lawsuit or claim. Remember, the exclusion deadline is _____.

15. If I exclude myself, can I get money from this settlement?

No. You will, however, retain your right to bring a lawsuit, continue to pursue an existing lawsuit, or be part of a different lawsuit asserting a Settled Claim against a Released Party.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court ordered that the following law firm will represent you and the other class members: LEVINE, KELLOGG, LEHMAN, SCHNEIDER + GROSSMAN, LLP, 201 South Biscayne Boulevard, 34th

Floor, Miami, FL 333131. This law firm is called “Plaintiffs’ Lead Counsel.” You can contact them at (305) 403-8788. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Plaintiffs’ Lead Counsel will submit an application for an award of attorneys' fees and for reimbursement of expenses from the settlement fund. Plaintiffs’ Lead Counsel will apply for authorization to pay from the settlement fund an incentive award to each of the two class representatives in this action.

Plaintiffs’ Lead Counsel, without further notice to the class, may subsequently apply to the Court for fees and expenses they incur in connection with any proceedings after the fairness hearing (described below).

COMMENTING ON THE SETTLEMENT

18. How can I comment in support of, or in opposition to, the settlement?

If you are a class member, you may comment in support of, or in opposition to, the settlement and/or the application for attorneys’ fees, expenses and incentive payments. The Court will consider your views. To comment on the settlement, you must send a signed statement saying that you support or oppose the proposed settlement or the application for attorneys’ fees, expenses, and incentive payments in Da Silva Ferreira v. EFG Capital International Corp., Master File No. 1:09-cv-00118-VM. **You must include your name, address, telephone number, and your signature; and state the reasons why you support or oppose the proposed settlement or the application for attorneys’ fees. Mail your comments to each of the following addresses, postmarked no later than _____:**

COURT	<u>Da Silva Ferreira v. EFG Capital International Corp.</u> , Master File No. 1:09-cv-00118-VM Clerk of the Court, U.S. District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007
PLAINTIFFS’ LEAD COUNSEL	LEVINE, KELLOGG, LEHMAN, SCHNEIDER + GROSSMAN, LLP Lawrence A. Kellogg, P.A. Jason Kellogg, Esq. 201 South Biscayne Boulevard, 34 th Floor Miami, FL 333131 Telephone: (305) 403-8788 Facsimile: (305) 403-8789 <i>lak@lklaw.com</i>

	<i>jk@lklaw.com</i>
DEFENDANT'S COUNSEL	GREENBERG TRAUIG, P.A. Joseph C. Coates, III, Esq. Jon A. Jacobson, Esq. 777 South Flagler Drive Suite 300 East Telephone: (561) 650-7903 Facsimile: (561) 655-6222 <i>coatesj@gtlaw.com</i> <i>jacobsonj@gtlaw.com</i>

19. What is the difference between commenting on the settlement and excluding myself?

Commenting is simply telling the Court that you support or oppose the settlement. You may comment upon the settlement only if you stay in the class. Excluding yourself is telling the Court that you do not want to be part of the class and the settlement at all.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may come to the hearing and you may ask to speak, but you do not have to.

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

The Court will hold a fairness hearing on _____, 2012, at _____, at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York, 10007 in Courtroom _____. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If written comments in support of, or in opposition to, the settlement have been submitted, the Court will consider them. The Court will listen to people who have made a timely request to speak at the hearing. The Court also may decide how much to award Plaintiffs' Lead Counsel for attorneys' fees and reimbursement of expenses and whether and in what amount incentive awards should be given to the class representatives. After the hearing, the Court will decide whether to approve the settlement.

21. Do I have to come to the Fairness Hearing?

No. Plaintiffs' Lead Counsel will answer questions the Court may have, but you may attend the Fairness Hearing at your own expense. If you send written comments in support of or in opposition to the settlement, then you do not have to come to Court to talk about them. As long as you mailed your written comments on time, the Court will consider them. You also may pay your own lawyer to attend, but it is not necessary.

22. May I speak at the fairness hearing?

You may ask the Court for permission to speak at the fairness hearing. You may appear at the fairness hearing in person or through an attorney who is retained and paid by you. To ask the Court's permission to appear at the fairness hearing, you must include with your written comments, described under Question 17 above, a statement that you intend to appear at the fairness hearing in Da Silva Ferreira v. EFG Capital International Corp. If you intend to have any witnesses testify or intend to introduce any evidence at the fairness hearing, you must list the witnesses and evidence in your written comments. Be sure to comply with all of the other listed requirements for submitting written comments, including the postmark deadline of _____. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are not a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, and do nothing, you will be included as a member of the class and you will receive some money from this settlement. Unless you exclude yourself, you will not be able to bring a lawsuit asserting any Settled Claim against any Released Party, continue to pursue an existing lawsuit asserting any Settled Claim against any Released Party, or be part of a different lawsuit asserting any Settled Claim against any Released Party.

If you are a named party in the arbitration styled Braver, et al. v. EFG Capital Int'l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int'l Corp., FINRA Case No. 09-07227, and do nothing, you will not be a member of the class and you will get no money from this settlement. You will be able to bring a lawsuit asserting any Settled Claim against any Released Party, continue to pursue an existing lawsuit asserting any Settled Claim against any Released Party, or be part of a different lawsuit asserting any Settled Claim against any Released Party

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Stipulation of Settlement dated January 19, 2012. You can get a copy of the Stipulation of Settlement by calling the claims administrator, EFG Capital, at (305) 482-8000. You can also call the claims administrator at the above number with questions about submitting a request for inclusion or request for exclusion. Any other questions should be directed to Plaintiffs' Lead Counsel identified under Question 15 above. Please do not call the Court.

Date: _____

BY ORDER OF THE COURT
VICTOR MARRERO

REQUEST FOR INCLUSION
[To be used by Arbitration Claimants]

[Class Member Name]
[Class Member Address]
[Class Member Address]
[Class Member Address]

Dear [Class Member Name]:

Your net investment in Fairfield Sentry Limited (“Fairfield Sentry”) is:

[Net Investment]

This amount was determined by netting the total amount of subscriptions in Fairfield Sentry held by you on December 11, 2008 against all of your redemptions of your investments in Fairfield Sentry based on a reasonable review of the books and records of EFG Capital International Corp. (“EFG Capital”) and not based on the value that Fairfield Sentry reported the investments to be worth on December 11, 2008. If you elect to participate in the settlement, and if the settlement is approved by the Court, you will received a *pro-rata* distribution of the Gross Settlement Fund, less any attorneys’ fees, expenses, and incentive payments approved by the Court, based on your net investment in Fairfield Sentry.

If you wish to be included in the settlement class action and receive a payment under the settlement, you must:

1. Sign and print your name where indicated below. If more than one person or entity has an interest in the Fairfield Sentry investment, then all such persons and entities must sign and print their names below.
2. Return this signed form to EFG Capital at _____.
3. Include with this signed form adequate documentation evidencing that that all of the claims asserted by you against EFG Capital in the arbitration styled Braver, et al. v. EFG Capital Int’l Corp., FINRA Case No. 10-00840 and/or the arbitration styled Besser v. EFG Capital Int’l Corp., FINRA Case No. 09-07227 have been dismissed with prejudice in their entirety.
4. If the person executing this Request for Inclusion is acting in a representative capacity, please also include with this form a certification of your current authority to act on behalf of the person or entity you are representing.

If EFG Capital does not receive a fully signed Request for Inclusion and all required documentation from you on or before _____, you will not be included in the settlement class and will not receive a payment under the settlement.

Signature

Date

Print

Date

REQUEST FOR EXCLUSION
[To be used by Core Claimants]

[Class Member Name]
[Class Member Address]
[Class Member Address]
[Class Member Address]

Dear [Class Member Name]:

Your net investment in Fairfield Sentry Limited (“Fairfield Sentry”) is:

[Net Investment]

This amount was determined by netting the total amount of subscriptions in Fairfield Sentry held by you on December 11, 2008 against all of your redemptions of your investments in Fairfield Sentry based on a reasonable review of the books and records of EFG Capital International Corp. (“EFG Capital”) and not based on the value that Fairfield Sentry reported the investments to be worth on December 11, 2008. If you elect to participate in the settlement, and if the settlement is approved by the Court, you will received a *pro-rata* distribution of the Gross Settlement Fund, less any attorneys’ fees, expenses, and incentive payments approved by the Court, based on your net investment in Fairfield Sentry.

If you wish to be excluded in the settlement class action and receive a payment under the settlement, you must:

1. Sign and print your name where indicated below. If more than one person or entity has an interest in the Fairfield Sentry investment, then all such persons and entities must sign and print their names below.
2. Return this signed form to EFG Capital at _____.
3. If the person executing this Request for Exclusion is acting in a representative capacity, please also include with this form a certification of your current authority to act on behalf of the person or entity you are representing.

If EFG Capital does not receive a fully signed Request for Exclusion and all required documentation from you on or before _____, you will be included in the settlement class and will receive a payment under the settlement.

Signature Date

Print Date