

**Must be Postmarked
No Later Than
February 28, 2013**

**Nighthawk Securities Litigation
c/o GCG
P.O. Box 9905
Dublin, OH 43017-5805
Toll-Free: 1 (888) 331-8663
www.NighthawkSecuritiesLitigation.com**



NHK

Control Number:
Claim Number:

PROOF OF CLAIM AND RELEASE

YOU MUST COMPLETE THIS PROOF OF CLAIM AND RELEASE AND SUBMIT IT BY FEBRUARY 28, 2013 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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IMPORTANT: Before Completing This Proof of Claim And Release, Please Carefully Read the Enclosed Instruction Sheet.



PART I - CLAIMANT IDENTIFICATION

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.

Beneficial Owner's Name (First, Middle, Last): _____ / **Joint Owner's Name:** _____

Street Address:

City:

State or Province:

Zip Code:

Country (Other than U.S.):

Work Telephone Number:

Home Telephone Number:

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Record Owner's Name

(if different from the Beneficial Owner listed above):

Social Security Number or Taxpayer ID Number:

Check appropriate box (check only one box):

Individual/Sole Proprietor **Corporation** **Other (describe: _____)**

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at www.gcginc.com or you may e-mail the Claims Administrator at eClaim@gcginc.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gcginc.com to inquire about your file and confirm it was received and acceptable.

NOTE: Separate Proof of Claim and Release forms 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 and Release 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 Nighthawk common stock) during the Class Period on one Proof of Claim and Release, no matter how many accounts the transactions were made in.



PART II - SCHEDULE OF TRANSACTIONS IN Nighthawk Common Stock

NOTE: Separately list each of your applicable purchases or sales in Nighthawk common stock below. Attach a separate schedule if more space is needed. **Be sure to include your name, signature, and your Social Security number or Tax ID number on any additional sheets.** The date of purchase or sale is the "trade" date, and not the "settlement" or "payment" date.

A. BEGINNING HOLDINGS: Number of Nighthawk common stock shares held at the beginning of trading on **May 2, 2007:**
(If none, write "zero" or "0." If other than zero, must be documented.)

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B. PURCHASES: Purchases of Nighthawk common stock made during the time period **May 2, 2007**, through and including **May 7, 2008:** (Must be documented.)

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Purchased	Price Per Share	Total Purchase Price (excluding commissions, taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

C. SALES: Sales of Nighthawk common stock during the time period **May 2, 2007** through and including **May 7, 2008:**
(If none, write "zero" or "0." If other than zero, must be documented.)

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Sold	Price Per Share	Total Sale Price (excluding commissions, taxes or other fees)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

D. UNSOLD HOLDINGS: Number of shares of Nighthawk common stock held at the close of trading on **May 7, 2008:**
(If none, write "zero" or "0." If other than zero, must be documented.)

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS,
PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.**



YOUR SIGNATURE WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

PART III - SIGNATURE AND CERTIFICATION

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Idaho, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Nighthawk securities, such as options) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Nighthawk common stock or securities during the Class Period and know of no other person having done so on my (our) behalf.

RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Persons.

2. "Released Claims" means any and all claims, including both known claims and Unknown Claims, debts, demands, rights, liabilities, 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 liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or unliquidated, at law or in equity, matured or unmatured that (i) have been asserted in this Action or in the Complaint by the Lead Plaintiff or any Class Member against any of the Released Persons, or (ii) could have been asserted in the Action or any other forum by the Lead Plaintiff or any Class Member against any of the Released Persons which arise out of, or are based upon or related in any way to, the allegations, transactions, facts, matters or occurrences, representations or omissions involved in the Action, or set forth or referred to in the Complaint, and that relate to the purchase of Nighthawk common stock during the Class Period. Excluded from the Released Claims are claims to enforce the Settlement.

3. "Released Persons" means Defendants; each and all of any Defendants' past or present partners, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors, investment advisors, personal or legal representatives, agents, assigns, executors, estates, administrators, related or affiliated persons or entities, and any entity in which any Defendant has a controlling interest; Nighthawk's past and present directors, officers, employees, shareholders, predecessors, successors, parents, subsidiaries, divisions and joint ventures; Individual Defendants' immediate family members, spouses and marital communities; and any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant's family.

(a) "Unknown Claims" means any Released Claims which Plaintiff or any Class Member does 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 Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished any and all provisions, rights, and benefits of California Civil 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.

Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished 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 §1542. Plaintiff and 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 Plaintiff shall expressly, and each 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 that is negligent, grossly negligent, reckless, 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.

4. Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was bargained for separately and is a key element of the Settlement of which this release is a part.

5. This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and the Settlement becomes effective on the Effective Date.

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


PART III - SIGNATURE AND CERTIFICATION (CONTINUED)

7. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Nighthawk common stock or securities which occurred during the Class Period, as well as the number of shares of Nighthawk common stock or other securities held by me (us) at the beginning of trading on May 2, 2007 and at the close of trading on May 7, 2008.

8. 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 out the language that you are not subject to backup withholding in the certification above.

CERTIFICATION

I declare, under penalty of perjury, under the laws of the United States of America, that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____,
(Month/Year)

in _____,
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Date)

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

(Signature of person completing form)

(Print name of person completing form)

(Date)

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



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

REMINDER CHECKLIST:

1. Please sign the above release and certification.
2. Remember to attach all supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your Proof of Claim and Release for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

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