

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 09-cv-386-JLK-KMT

IN RE OPPENHEIMER CHAMPION
FUND SECURITIES FRAUD CLASS ACTIONS

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION FOR UN-IDENTIFIED PURCHASERS

YOU MAY HAVE PURCHASED OR OTHERWISE ACQUIRED SHARES OF THE OPPENHEIMER CHAMPION INCOME FUND (THE "CHAMPION INCOME FUND"), DURING THE PERIOD FROM JANUARY 1, 2006 THROUGH DECEMBER 31, 2008, INCLUSIVE. YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer. Your legal rights will be affected whether or not you act. Please read this Notice carefully.

Securities and Time Period: Champion Income Fund shares purchased or acquired during the period from January 1, 2006 through December 31, 2008, inclusive.

Settlement Fund: \$52,500,000 in cash. Your recovery will depend on the amount of shares purchased or acquired (including shares acquired through the reinvestment of dividends) and the timing of those purchases or acquisitions, and any sales. Depending on the number and type of shares of Class Members (defined below) that participate in the settlement and when those shares were acquired and sold, the estimated average recovery will be approximately \$0.175 per share using a damages analysis under Section 11 of the Securities Act of 1933 ("Securities Act") and \$0.181 per share using a damages analysis under Section 12 of the Securities Act--assuming that all eligible shares participate in the settlement.

In order to participate, you are required to complete and return the enclosed Proof of Claim form ("Proof of Claim"), listing your Champion Income Fund share purchases, sales, dividend income, and dividend reinvestments between January 1, 2006 and December 31, 2008 and supply supporting documentation. The settlement does not provide for payments regarding Champion Income Fund shares you acquired after December 31, 2008.

Reasons for Settlement: The core of Lead Plaintiffs' case is that the registration statements and prospectuses issued by the Champion Income Fund during the period between January 1, 2006 and December 31, 2008 ("Disclosure Documents") allegedly represented the Champion Income Fund as a "diversified portfolio" of high-yield, lower-grade, fixed-income securities that "[did] not involve undue risk." Lead Plaintiffs allege that the Disclosure Documents misrepresented the riskiness of investments in the Champion Income Fund when Defendants acquired positions in leveraged derivative investments, such as credit default swaps, total return swaps and mortgage-backed securities. As strongly as Lead Plaintiffs and Lead Counsel believed in their case, there were significant risks of pursuing this case to trial. For instance, Defendants: (i) denied having any liability to Lead Plaintiffs or to the members of the Class (defined below) and argued that language in the Disclosure Documents put Class Members on notice of the risks associated with the Champion Income Fund's investments in derivatives and mortgage-backed securities; (ii) argued that the financial crisis was unprecedented and caught even the most sophisticated financial firms by surprise, thus any undisclosed risks were unforeseeable, no misrepresentations were made, and no statements, acts, or omissions by Defendants were the cause of any harm to Lead Plaintiffs or Class Members; and (iii) disputed the amount of alleged damages and would use their own experts at trial to argue that the alleged damages were not related to the misrepresentations alleged in the case.

It is impossible to predict how a jury might resolve this case. Settlement avoids the uncertainty of a jury trial, the costs and risks associated with continued litigation, including the danger of no recovery, and provides a substantial benefit to the Class now.

If the Case Had Not Settled: The settlement must be compared to the risk of no recovery after contested motions, trial and likely appeals. While Lead Counsel was prepared to go to trial and was confident about the claims, a trial is a risky proposition and Lead Plaintiffs might not have prevailed. The claims in this case involve numerous complex legal and factual issues that would require extensive expert testimony. Even if Defendants' liability was proven at trial, the two sides do not agree about, among other things: (1) the amount of alleged damages, if any, that could be recovered at trial; (2) the other causes, if any, of the losses to the Champion Income Fund during the relevant period; (3) the proper measure of alleged damages; and (4) the extent that various facts alleged by Lead Plaintiffs influenced the net asset value of the Champion Income Fund during the relevant period.

Attorneys' Fees and Expenses: Lead Counsel have not received any payment for their work investigating the facts, conducting this case and negotiating the settlement on behalf of Lead Plaintiffs and the Class. Court-appointed Lead Counsel will ask the Court for attorneys' fees of up to 18.5 percent of the Settlement Fund, which will include accrued interest, in addition to reimbursement of Lead Counsel's litigation expenses in an amount not to exceed \$650,000 plus interest. In addition, Lead Plaintiffs have incurred lost wages and expenses directly related to the representation of the Class for which they may seek reimbursement not to exceed \$100,000. If the Court approves these fee and expense applications in full, the average amount of fees and expenses per allegedly damaged share of the Champion Income Fund will be approximately \$0.003 per share. This amount will vary depending on the number of eligible claims submitted.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

REQUEST EXCLUSION BY AUGUST 31, 2011	You may ask to be excluded from the Class. If you exclude yourself from the Class, you will get no payment. This is the only option that allows you to participate in or continue with another lawsuit, including an arbitration, against the Defendants or Released Defendant Parties relating to the legal claims in this case ("Released Claims"), see the full Release at page 9 enclosed in this packet.
OBJECT BY AUGUST 31, 2011	You may write to the Court if you do not like this settlement, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and expenses.
GO TO THE SETTLEMENT HEARING ON SEPTEMBER 30, 2011	You may ask to speak in Court about the fairness of the settlement, the proposed Plan of Allocation, or Lead Counsel's request for attorneys' fees and reimbursement of expenses.
RETURN PROOF OF CLAIM FORM BY OCTOBER 30, 2011	In order to be eligible to participate in the recovery, you must complete and return a Proof of Claim and supporting documents.
DO NOTHING	Receive nothing and lose ability to pursue the Released Claims against the Released Defendant Parties. See Question 20.

- Your legal rights are affected whether you act or don't act. Read this Notice carefully.
- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and, if there are any appeals, after appeals are resolved. Please be patient.

More Information:

For more information please refer to the settlement website at www.OppenheimerChampionSettlement.com or contact the Claims Administrator or Lead Counsel at:

Claims Administrator:	Lead Counsel:	
<i>Oppenheimer Champion Income Securities Litigation</i>	Jonathan M. Plasse	Sean R. Matt
Claims Administrator	Labaton Sucharow LLP	Hagens Berman Sobol Shapiro LLP
P.O. Box 2838	140 Broadway	1918 Eighth Avenue, Suite 3300
Portland, OR 97208-2838	New York, New York 10005	Seattle, WA 98101
1-877-846-9918	www.labaton.com	1-206-623-7292
info@oppenheimerchampionsettlement.com	settlementquestions@labaton.com	
	1-866-629-2828	

BASIC INFORMATION

1. Why Did I Receive This Notice?

You or someone in your family may have acquired Oppenheimer Champion Income Fund shares during the period from January 1, 2006 through December 31, 2008, inclusive, through purchase of such shares or a dividend reinvestment in the Champion Income Fund.

The Court has certified a class in this case for purposes of the settlement. You received this Notice package by order of the Court, because you have a right to know about the class action and a proposed settlement of the lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the settlement allows.

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

The Court in charge of the case is the United States District Court for the District of Colorado, and the case is known as *In re: Oppenheimer Champion Fund Securities Fraud Class Actions*, Case No. 09-cv-386-JLK-KMT. The persons who sued, Thomas H. Goodman and Errol G. O'Steen, are called the Lead Plaintiffs, and the companies and individuals they sued -- OppenheimerFunds, Inc. ("OFI"), OppenheimerFunds Distributor, Inc., John V. Murphy, Brian W. Wixted, William L. Armstrong, Robert G. Avis, George C. Bowen, Edward L. Cameron, Jon S. Fossil, Sam Freedman, Beverly L. Hamilton, Robert J. Malone and F. William Marshall, Jr. -- are called the Defendants.

2. What Is This Case About?

This case was brought as a class action alleging that the Disclosure Documents contained false and misleading statements and omissions regarding the investment profile and objectives of the Champion Income Fund. Lead Plaintiffs allege that Defendants violated federal law in registering, marketing and selling the Champion Income Fund as a "diversified portfolio" of high-yield, lower-grade, fixed-income securities that "[did] not involve undue risk." Lead Plaintiffs allege that the Champion Income Fund was not "diversified" and did in fact "involve undue risk" because it was overly concentrated in highly leveraged, illiquid, off-balance sheet derivatives such as credit default swaps, total return swaps and mortgage-backed securities, making the Champion Income Fund much riskier than represented. Lead Plaintiffs allege that eventually the true risks presented by the assets held by the Champion Income Fund were revealed, resulting in losses to Champion Income Fund investors. Defendants deny that they did anything wrong and argued that any and all risks associated with the Champion Income Fund's investments were fully and fairly disclosed, that any undisclosed risks were unforeseeable, that all of the alleged damages were the result of an unprecedented financial crisis, and that Lead Plaintiffs and the Class Members cannot recover alleged damages from Defendants.

3. Why Is This a Class Action?

In a class action, one or more people called class representatives (in this case the Court-appointed Lead Plaintiffs, Thomas H. Goodman and Errol G. O'Steen) sue on behalf of people who have similar claims. All these people are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Judge John L. Kane of the District of Colorado, in Denver, Colorado, is in charge of this class action. The Court determined, for purposes of settlement only, that everyone who fits the following description is a member of the Class:

All persons and entities who purchased or otherwise acquired shares of the Champion Income Fund during the period from January 1, 2006 through December 31, 2008, inclusive, and who were damaged thereby. Excluded from the Class are Defendants; Oppenheimer's Officers and Directors; members of Defendants' immediate families; Defendants' legal representatives, heirs, successors, or assigns; any entity in which Defendants have or had a controlling interest; and any mutual fund or account managed by OFI or its affiliates (including without limitation "funds of funds") that owned shares of Champion Income Fund. Also excluded from the Class are any proposed Class Members who properly exclude themselves by filing a valid and timely request for exclusion in accordance with the requirements set forth in this Notice.

4. Why Is There a Settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to a settlement. The Lead Plaintiffs and their attorneys think the settlement is best for all Class Members.

Defendants claim that the Disclosure Documents fully disclosed any and all risks presented by all of the Champion Income Fund's investments, including the derivatives challenged by Lead Plaintiffs. Further, Defendants claim that any risks that were not disclosed were unforeseeable and that only an unprecedented economic crisis that few people in the country foresaw caused the loss in the Champion Income Fund's share value.

Lead Counsel engaged in three separate mediation sessions, with a former federal judge as mediator. The mediations and Lead Counsel's experiences indicated that there were substantial risks to Lead Plaintiffs continuing the case through trial and that a settlement was in the best interests of all Class Members. The case was settled in conjunction with a related action involving the Oppenheimer Core Bond Fund for a joint settlement amount of \$100 million. That sum was allocated between the two cases by the mediator after considering positions advanced by independent counsel representing, respectively, the Class here and a class of Core Bond Fund shareholders. The mediator's decision provided that \$52,500,000 would be allocated to the Champion Income Fund Class.

WHO IS IN THE SETTLEMENT

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

5. How Do I Know if I Am Part of the Settlement?

The Class includes all persons and entities who purchased or acquired shares of the Champion Income Fund during the period from January 1, 2006 through December 31, 2008, inclusive, and who were damaged thereby.

6. What Are The Exceptions to Being Included?

Excluded from the Class are Defendants; Oppenheimer's Officers and Directors; members of Defendants' immediate families; Defendants' legal representatives, heirs, successors, or assigns; any entity in which Defendants have or had a controlling interest; and any mutual fund or account managed by OFI or its affiliates (including without limitation "funds of funds") that owned shares of the Champion Income Fund. Also excluded from the Class are any proposed Class Members who properly exclude themselves by filing a valid and timely request for exclusion in accordance with the requirements set forth in this Notice.

If you sold Champion Income Fund shares between January 1, 2006 through December 31, 2008, that does not make you a Class Member. You are a Class Member only if you purchased or acquired Champion Income Fund shares between January 1, 2006 through December 31, 2008 (including acquisitions through dividend reinvestments) and were damaged thereby.

7. I'm Still Not Sure if I Am Included

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at the toll free number: 1-877-846-9918 or via email at info@oppenheimerchampionsettlement.com or visit www.OppenheimerChampionSettlement.com for more information.

REQUESTING EXCLUSION

8. How Do I Request to Be Excluded From the Class?

If you are a member of the Class but you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue the Released Defendant Parties (defined below) on your own about issues that relate to the Lead Plaintiffs' allegations in this case, see the Released Claims (defined below), then you must take steps to get out of the Class. This is called excluding yourself and is sometimes referred to as "opting out" of the Class.

You may choose to exclude yourself from this class action at this time. In order to properly exclude yourself, your written exclusion must be postmarked no later than August 31, 2011. If you request exclusion, you will **NOT** receive any benefits under the proposed settlement. You cannot object to the settlement if you exclude yourself.

In order to be valid, your request for exclusion must: (i) set forth the name, address, and telephone number of the person or entity requesting exclusion; (ii) state that the person or entity "requests exclusion from the Class in *In re Oppenheimer Champion Fund Securities Fraud Class Actions*, Case No. 09-cv-386-JLK-KMT;" (iii) be signed and dated by such person or entity; (iv) state the name of the broker at which such person or entity held Champion Income Fund shares, if any; (v) state the date, number and share price of each Champion Income Fund share purchase and sale made during the period from January 1, 2006 through December 31, 2008, inclusive, and the dollar amount of dividends earned thereon, through December 31, 2008 or the date of sale of such shares, if earlier; (vi) state the number of Champion Income Fund shares that the person or entity held on December 31, 2005; and (vii) be postmarked no later than August 31, 2011. Requests for exclusion must be mailed to the

following address: *Oppenheimer Champion Income Securities Litigation*, Exclusions c/o Claims Administrator, P.O. Box 2838, Portland, OR 97208-2838.

Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself on the phone or by email. Do not request exclusion if you wish to participate in this lawsuit as a Class Member. If you exclude yourself from this lawsuit, you will not be affected by any decisions in this case, and you will not be entitled to share in the settlement. If you have brought or intend to bring your own arbitration or lawsuit against any of the Released Defendant Parties (described below), you should speak to a lawyer **immediately**. You must exclude yourself from *this* Class to continue your own lawsuit or arbitration.

If you do not request exclusion from this Class, you will be considered a Member of the Class, will be bound by the terms of the proposed settlement and you **will not** be able to pursue your own individual legal action based upon the claims that are being released in the settlement (described below).

THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What Does the Settlement Provide?

Defendants have agreed to pay \$52,500,000 million in cash. The balance of this fund after payment of Court-approved attorneys' fees and expenses and the costs of settlement administration, including the costs of printing and mailing this Notice, (the "Net Settlement Fund") will be divided among all eligible Class Members.

10. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on the number of Class Members, how many Champion Income Fund shares Class Members acquired during the relevant period, when you acquired and sold Champion Income Fund shares, and whether you submit a valid Proof of Claim and supporting documentation showing eligible Champion Income Fund purchases and other Champion Income Fund transaction activity from January 1, 2006 through December 31, 2008 (discussed below in Question 11).

It is anticipated that the Net Settlement Fund available for distribution will be less than the total losses or damages alleged to be suffered by Class Members. As a result, the Net Settlement Fund will be distributed *pro rata* to Class Members, based upon their "Recognized Losses" as that term is described below, whose payment from the Net Settlement Fund equals or exceeds \$10.00. The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund. The Distribution Plan is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor is it intended to estimate the amount that will be paid to Authorized Claimants. The Plan is the basis upon which the Net Settlement Fund will be proportionately divided among all the Authorized Claimants. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants. The Court may approve the Distribution Plan with or without modifications agreed to among the Settling Parties, or another plan, without further notice to the Class.

DISTRIBUTION PLAN

If you submit a valid Proof of Claim and supporting documentation, your share of the Net Settlement Fund will be calculated in a two-step process. This is called the "Distribution Plan."

Step 1: The first step is to calculate your Section 11 Trading Losses (subparagraph A, below) or Section 12 Trading Losses (subparagraph B, below). Your share of the Net Settlement Fund will be based in part upon the larger of these two numbers.

A. Section 11 Trading Losses. Pursuant to Section 11 of the Securities Act, 15 U.S.C. § 77k, for shares purchased between January 1, 2006 and December 31, 2008, and:

- (1) sold prior to December 31, 2008, a Class Member's Trading Loss will be the lesser of (a) the Net Asset Value ("NAV") of the shares on the date of purchase minus the NAV on the date of sale; or (b) the NAV of the shares on the date of purchase minus \$1.70 (the NAV on December 31, 2008).
- (2) held as of the close of trading on December 31, 2008, a Class Member's Trading Loss will be the NAV on the date of purchase minus \$1.70 (the NAV on December 31, 2008).
- (3) disposed of after December 31, 2008, a Class Member's Trading Loss is calculated in the same way as for shares retained as of December 31, 2008.

B. Section 12 Trading Losses. Pursuant to Section 12 of the Securities Act, 15 U.S.C. § 771, for shares purchased between January 1, 2006 and December 31, 2008, and:

- (1) sold prior to December 31, 2008, a Class Member's Trading Loss will be (a) the NAV on the date of purchase; (b) plus interest that could have been earned from the date of purchase through the date of sale at a rate equal to the weekly average/one year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System for the calendar week preceding the date of such purchase compounded annually ("Interest"); (c) less any dividends received from the date of purchase through the date of sale on those shares; and (d) less the NAV on the date of sale.
- (2) held as of December 31, 2008, a Class Member's Trading Loss will be (a) the NAV on the date of purchase; (b) plus Interest that could have been earned from the date of purchase through December 31, 2008; (c) less any dividends received through December 31, 2008 on shares purchased between January 1, 2006 and December 31, 2008; and (d) less \$1.70 (the NAV on December 31, 2008).
- (3) disposed of after December 31, 2008, the Trading Loss is calculated in the same way as for shares retained as of December 31, 2008.

Step 2: The second step involves calculating your Recognized Losses by discounting the Trading Losses based upon when you purchased your shares. Lead Counsel, after consulting with their damages consultant, and considering defenses raised by the Defendants, believe that claims for purchases of Champion Income Fund shares between January 1, 2006 and March 31, 2007 should be discounted in varying amounts because these claims are subject to the defense that the Fund had not yet acquired significant amounts of the risky derivatives complained about in this Action as of March 31, 2007. Consequently, Recognized Losses for purchases of these shares will be discounted as indicated below:

- (1) Purchases of shares from January 1, 2006 to December 31, 2006: Recognized Loss equals 5% of Trading Losses (as calculated in the first step above).
- (2) Purchases of shares from January 1, 2007 to March 31, 2007: Recognized Loss equals 50% of Trading Losses (as calculated in the first step above).
- (3) Purchases of shares from April 1, 2007 to December 31, 2008: Recognized Loss equal 100% of Trading Losses (as calculated in the first step above).

Your share of the Net Settlement Fund will be based on the larger of your Section 11 or Section 12 Recognized Losses.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

For Class Members who held shares at the beginning of the Class Period or who made multiple purchases or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases and sales for purposes of calculating the Recognized Loss. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against shares acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if he or she has a net loss, after all profits from transactions in Champion Income Fund shares during the Class Period are subtracted from all losses.

HOW YOU OBTAIN A PAYMENT

11. How Will I Obtain a Payment?

To qualify for payment, you must be a member of the Class. You must submit a valid Proof of Claim listing your Champion Income Fund share purchases, sales, dividend income, and dividend reinvestments between January 1, 2006 and December 31, 2008. You must also supply supporting documentation. Acceptable supporting documentation will show all of your Champion Income Fund transaction history, such as account statements or trade confirmations from your broker. A Proof of Claim is included with this notice. If you have any questions about how to complete the Proof of Claim, you may contact the Claims Administrator at 1-877-846-9918, by email at info@oppenheimerchampionsettlement.com, or visit the website at www.OppenheimerChampionSettlement.com.

12. When Will I Receive My Payment?

The Court will hold a hearing on September 30, 2011 to decide whether to approve the settlement. If Judge Kane approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps several years. Please be patient.

THE LAWYERS REPRESENTING YOU

13. Do I Have a Lawyer in This Case?

The Court appointed Labaton Sucharow LLP and Hagens Berman Sobol Shapiro LLP to represent you and other Class Members. These lawyers are called Lead Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How Will the Lawyers Be Paid?

Lead Counsel will ask the Court for attorneys' fees of 18.5% of the Settlement Fund, which will include any accrued interest, and for reimbursement of litigation expenses advanced on behalf of Lead Plaintiffs and the Class that will not exceed \$650,000, plus accrued interest. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel have not been paid for their services in conducting this case on behalf of the Lead Plaintiffs and the Class, nor for their substantial litigation expenses. The fee requested will compensate Lead Counsel for their work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount. Lead Counsel will file papers in support of their fee request on or before July 29, 2011 and post copies of such papers on the firms' websites (www.labaton.com and www.hbsslw.com).

RELEASE OF SETTLEMENT

15. Release

Your settlement check will have a release enclosed with it. A release means you cannot continue with or bring a lawsuit or action of any kind, including an arbitration, against the Released Defendant Parties (defined below) about issues that relate to the Lead Plaintiffs' allegations in this case (see the Released Claims, defined below). The language of the release is attached to this Notice (see page 9 enclosed in this packet). Please read this release carefully because it affects your legal rights.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it, including the Distribution Plan and the request for attorneys' fees and expenses. You must timely state the reasons why you think the Court should not approve the settlement or anything related to it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in "*In re Oppenheimer Champion Fund Securities Fraud Class Actions*, Case No. 09-cv-386-JLK-KMT." You must include your name, address, telephone number, your signature, the number of Champion Income Fund shares purchased and sold during the period from January 1, 2006 through December 31, 2008, inclusive, the reasons you object, and all supporting papers. Any objection must be postmarked no later than August 31, 2011 and mailed to:

Court:

Clerk of the Court
Alfred A. Arraj United States Courthouse
Room A105, 901 19th Street
Denver, Colorado 80294-3589

Counsel for Lead Plaintiffs:

Jonathan M. Plasse
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

Counsel for Defendants:

William K. Dodds
Dechert LLP
1095 Avenue of the Americas
New York, NY 10036-6797

Peter G. Rush
K&L Gates, LLP
70 W. Madison Street, Suite 3100
Chicago, IL 60602-4207

You can object **only if** you are a member of the Class. You cannot object if you are requesting to be excluded.

THE COURT'S FAIRNESS HEARING

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

17. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a settlement hearing at 1:30 p.m. on September 30, 2011 at the Alfred A. Arraj United States Courthouse, 901 19th Street, Denver, Colorado. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge John Kane will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay to Lead Counsel. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

You should also be aware that the Court may change the date and time for the hearing without giving another notice to Class Members. If you want to attend, you should check the date and time with Lead Counsel.

18. Do I Have to Come to the Hearing?

No. Lead Counsel will answer any questions Judge Kane may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you want to be represented by your own lawyer at the hearing, you may hire one at your own expense.

19. May I Speak at the Hearing?

You may ask the Court for permission to speak at the settlement hearing. To do so, you must send a letter saying that it is your "intention to appear in *In re Oppenheimer Champion Fund Securities Fraud Class Actions*, Case No. 09-cv-386-JLK-KMT." You must include your name, address, telephone number, your signature, and the number of Champion Income Fund shares purchased and sold during the period from January 1, 2006 through December 31, 2008, inclusive. If you intend to present evidence at the hearing, you must identify any witness you may call to testify and any exhibits you intend to introduce at the hearing in your notice. Your notice of intention to appear must be postmarked no later than August 31, 2011 and be sent to the Clerk of the Court, Lead Counsel, and Defendants' counsel, at the three addresses listed in Question 16. You cannot speak at the hearing if you have excluded yourself from the Class.

IF YOU DO NOTHING

20. What Happens if I Do Nothing at All?

If you do nothing, you remain a member of the Class, but you will recover no money. If certain conditions that are listed in the publicly-filed Stipulation and Agreement of Settlement (the "Stipulation") between Lead Plaintiffs and Defendants are met and the Settlement becomes effective, you will not be able to bring a lawsuit or action of any kind, including arbitration, continue with a lawsuit of any kind, including arbitration, or be part of any other lawsuit or arbitration against the Released Defendant Parties about the Released Claims, which are described in the Stipulation and in this Notice at page 9 enclosed in this packet. In order to be eligible to receive a payment from the Settlement, you must complete and return the enclosed Proof of Claim as explained above.

GETTING MORE INFORMATION

21. Are There More Details About the Settlement?

This Notice summarizes the proposed settlement. More details are in the May 19 2011 Stipulation and Agreement of Settlement. You can obtain a copy of the Stipulation by downloading a copy from these websites: www.OppenheimerChampionSettlement.com, www.labaton.com, www.hbsslaw.com or by writing to Jonathan M. Plasse, c/o Labaton Sucharow LLP, 140 Broadway, New York, NY 10005.

22. How Do I Get More Information?

You can contact the Claims Administrator by phone at 1-877-846-9918, by email at info@oppenheimerchampionsettlement.com, or visit the website at www.OppenheimerChampionSettlement.com.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

Date: Denver, Colorado
July 1, 2011

BY ORDER OF THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

RELEASE TO ACCOMPANY CHECK

You have received the enclosed check from the Claims Administrator in *In re Oppenheimer Champion Fund Securities Fraud Class Actions*, Case No. 09-cv-386-JLK-KMT (District of Colorado) (the "Class Action"), because you have been identified as a member of the Class certified for the purposes of settlement only by the United States District Court for the District of Colorado. By cashing the enclosed check, you provide an additional release to all "Released Defendant Parties" from all "Released Claims." This Release is an "additional release" because the _____, 2011 Judgment in *In re Oppenheimer Champion Fund Securities Fraud Class Actions* entered by the Court independently orders that you have released the Released Claims against the Released Defendant Parties.

"Released Claim(s)" means all claims, demands, rights, actions, suits, or causes of action of every nature and description, whether known or unknown (including Unknown Claims, as defined herein), whether the claims arise under federal, state, statutory, regulatory, common, foreign or other law, whether foreseen or unforeseen, and whether asserted individually, directly, representatively, derivatively, or in any other capacity, that the Releasing Plaintiff Parties: (1) asserted in the Complaint or the Action as against the Released Defendant Parties; (2) have asserted, could have asserted, or could assert in the future, in any forum against the Released Defendant Parties that are based upon, arise out of, or relate in any way to the facts, matters, transactions, allegations, claims, losses, damages, disclosures, filings, or statements set forth in the Complaint or at issue in the Action; or (3) have asserted, could have asserted, or could assert in the future relating to the prosecution, defense, or settlement of the Action as against the Released Defendant Parties. Released Claim(s) does not include: (1) claims to enforce the Settlement or (2) the rights of the Champion Income Fund in any derivative claim filed or asserted against the Released Defendant Parties prior to the date of this Stipulation.

"Released Defendant Parties" means (1) any and all of the Defendants and/or their current or former attorneys, auditors, officers, directors, employees, partners, subsidiaries, affiliates, related companies, parents, insurers, heirs, executors, representatives, predecessors, successors, assigns, trustees, or other individual or entity in which any Defendant has a controlling interest; and (2) broker-dealers or financial advisers of any Class Member. For the avoidance of doubt, the Champion Income Fund is included in the definition of Released Defendant Parties.

"Released Plaintiff Parties" means any and all of the Lead Plaintiffs, Class Members, Lead Counsel, and their respective partners, employees, attorneys, heirs, executors, administrators, trustees, successors, predecessors, and assigns.

"Releasing Plaintiff Parties" means: (i) Lead Plaintiffs; (ii) all Class Members; (iii) the Lead Plaintiffs' and each Class Member's present or past heirs, executors, administrators, successors, assigns, and predecessors; and (iv) any person or entity who claims by, through, or on behalf of the Lead Plaintiffs or any Class Member.

"Unknown Claims" means (i) any and all Released Claims that any of the Releasing Plaintiff Parties does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties which, if known by him, her or it might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement (including the decision not to object or exclude himself, herself, or itself from the Settlement), and (ii) any Released Defendants' Claims that any Defendant does not know to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which, if known by him, her or it might have affected his, her, or its settlement with and release of the Released Plaintiff Parties, or might have affected his, her, or its decision(s) with respect to the Settlement. Moreover, with respect to any and all Released Claims and any and all Released Defendants' Claims, upon the Effective Date, the Releasing Plaintiff Parties and Defendants, respectively, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and 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, that is similar, comparable, or equivalent to 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.

The Releasing Plaintiff Parties, or any one of them, may hereafter discover facts other than or different than those which he, she or it knows or believes to be true, but each of the Releasing Plaintiff Parties hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim. Likewise, the Defendants, or any one of them, may hereafter discover facts other than or different than those which he, she or it knows or believes to be true, but each of the Defendants hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Defendants' Claim. The Parties acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a key element of the Settlement.