

**Must be Postmarked
No Later Than
May 8, 2013**

**WorldSpace Securities Litigation
c/o GCG
P.O. Box 9906
Dublin, OH 43017-5806
Toll-Free: 1 (888) 331-8499**

WSP



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

United States District Court
Southern District of New York
In re: WorldSpace, Inc. Securities Litigation
No. 07 Civ. 02252 (RMB)

Must Be Postmarked No Later Than: May 8, 2013.

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



PART I - CLAIMANT IDENTIFICATION

Please Type or Print

Beneficial Owner's Name (First, Middle, Last):

[Grid for Beneficial Owner's Name]

Street Address:

[Grid for Street Address]

[Grid for Street Address]

City:

[Grid for City]

State or Province:

Zip Code:

[Grid for State or Province]

[Grid for Zip Code]

Country:

[Grid for Country]

Social Security Number or Taxpayer Identification Number:

[Grid for Social Security Number or Taxpayer Identification Number]

Check appropriate box (check only one box):

Individual

Corporation/Other

Daytime Telephone Number:

Evening Telephone Number:

[Grid for Daytime Telephone Number]

[Grid for Evening Telephone Number]

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

[Grid for Record Owner's Name]

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim and Release form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1 (888) 331-8499 or visit their website at www.gcginc.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

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



PART II - SCHEDULE OF TRANSACTIONS IN WORLDSPACE COMMON STOCK

A. Purchases of WorldSpace common stock (August 4, 2005 to June 14, 2006, inclusive*):

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

B. Sales of WorldSpace common stock (August 4, 2005 to June 14, 2006, inclusive*):

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

C. Number of shares of WorldSpace common stock held at the close of trading on June 14, 2006:

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* Information requested with respect to your purchases/sales of Worldspace common stock from March 16, 2006 through and including June 14, 2006 is needed in order to balance your claim, and will be used for purposes of calculating your Recognized Loss pursuant to the Plan of Allocation.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

**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**



PART III - RELEASE OF CLAIMS AND SIGNATURE

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York 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 WorldSpace common stock) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of WorldSpace common stock during the Class Period and know of no other person having done so on my (our) behalf.

RELEASE

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Settled Claims each and all of the Released Parties. "Released Parties" means any and all of the Defendants, and each of their respective present and former parents, subsidiaries, affiliates, officers, directors, employees, general or limited partners or partnerships, foundations, trusts, principals, trustees, attorneys, legal counsel, auditors, accountants, investment bankers, consultants, agents, insurers (including Defendants' Insurers), co-insurers, heirs, executors, administrators, predecessors, successors and assigns.

"Settled Claims" shall collectively mean any and all claims, debts, demands, rights, actions, causes of action, suits, matters, issues, damages, losses or liabilities whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on United States federal, state, provincial, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action against any of the Released Parties; or (ii) that could have been asserted in any forum by any of the Class Members against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters, breaches, occurrences, financial statements, statements, representations or omissions involved, set forth, or referred to in the Action. Settled Claims do not include any claim of a Releaser arising solely from its status in the Chapter 11 Bankruptcy proceeding (now converted to a Chapter 7 Bankruptcy proceeding) as a current holder of a debt or equity security of the Debtor.

"Unknown Claims" means any and all Settled Claims which Lead Plaintiff or the Class Members do not know or suspect to exist in their favor at the time of the Effective Date, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the Effective Date which if known might have affected the decisions with respect to the Settlement and releases therein. With respect to any and all Settled Claims and Settled Defendants' Claims, the parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state, or territory of the United States, or principle of common law or otherwise, which provides that a general release does not extend to claims which a creditor or releaser does not know or suspect to exist in their favor at the time of executing the release which, if known, might have materially affected their settlement and release of individuals and persons, including any provisions, rights or benefits under 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 Lead Plaintiff and Class Members may hereinafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of the Settled Claims, but Lead Plaintiff shall expressly fully, finally, and forever settle and release, 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 Settled Claims. Lead Plaintiff and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement. Defendants may hereinafter discover facts in addition to, or different from, those which they know or believe to be true with respect to the subject matter of the Settled Defendants' Claims, but Defendants shall expressly fully, finally, and forever settle and release any and all Settled Defendants' Claims.

This release shall be of no force or effect unless and until the Court approves the Stipulation and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONT.)

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.

I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in WorldSpace common stock which occurred during the time period requested, as well as the number of shares of WorldSpace common stock held by me (us) at the close of trading on June 14, 2006.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release form 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)

(Signature of Joint Claimant, if any)

(Type or print name of Joint Claimant 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 declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

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