

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

IN RE EATON VANCE CORPORATION
SECURITIES LITIGATION

No. 01 CV 10911 EFH

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND FAIRNESS HEARING

This Notice provides you with important information in connection with the final resolution (the “Settlement”) of a class action lawsuit (the “Action”) alleging violations of the federal securities laws by Lead Plaintiffs Donald Chesner, Elizabeth Chesner, the Sophie B. Bialeck Trust, and Woodson W. Bassett, Jr., on behalf of themselves and the certified Class defined herein, against Eaton Vance Corp., EV Classic Senior Floating-Rate Fund (“EV Classic”), Eaton Vance Prime Rate Reserves (“Prime Rate”), Eaton Vance Management, James B. Hawkes, James L. O’Connor, Scott H. Page, Payson F. Swaffield, M. Dozier Gardner, Jessica M. Bibliowicz, Donald R. Dwight, Samuel L. Hayes, Norton H. Reamer, Lynn A. Stout, John L. Thorndike, and Jack L. Treynor (collectively, the “Defendants”). Your rights may be affected by this Notice, so please read this Notice carefully.

IF YOU PURCHASED SHARES (INCLUDING PURCHASES BY DIVIDEND REINVESTMENT) OF THE EV CLASSIC SENIOR FLOATING-RATE FUND BETWEEN MAY 25, 1998 AND MARCH 15, 1999, INCLUSIVE, OR BETWEEN MARCH 13, 2000 AND MARCH 2, 2001, INCLUSIVE (THE “CLASS PERIOD”), YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves this securities class action in its entirety. In the judgment of Lead Plaintiffs and Lead Counsel, the Settlement is in the best interests of the Class.
- The Settlement with the Defendants consists of ten million five hundred thousand dollars (\$10,500,000.00) in cash (the “Settlement Amount”) and the Eaton Vance Defendants’ agreement to pay up to \$200,000.00 in notice and administration expenses. Lead Plaintiffs estimate that the average recovery per damaged share of EV Classic under this Settlement will be approximately \$0.025 before the deduction of attorney, notice, administrative, and tax fees, costs, and expenses, as approved by the Court, and that the average recovery per account will be \$65.56. The recovery is explained in greater detail below. As is also explained below, the parties do not agree on the average amount of damages that would be recoverable if Lead Plaintiffs prevailed on all claims.
- Lead Counsel for the Lead Plaintiffs (“Lead Counsel”) will, on behalf of themselves and other Plaintiffs’ Counsel that have assisted in prosecuting this litigation (collectively, “Plaintiffs’ Counsel”), apply, in one or more applications, to the Court for an award of attorneys’ fees from the Settlement Fund of thirty percent (30%) of the Settlement Amount, and reimbursement of expenses of no greater than \$750,000.00, or a total average of \$0.009 per allegedly damaged share. Plaintiffs’ Counsel have litigated this Action on a contingent-fee basis, and have advanced all of the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive attorneys’ fees and be reimbursed for their expenses from the Settlement Fund, as is customary in this type of litigation.
- Your legal rights are affected whether you act or don’t act, so please read this Notice carefully. If you have any questions concerning any matter contained in this Notice, you may contact any of the Lead Counsel identified on page 4 below or the Claims Administrator as indicated at the bottom of this page.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SECURITIES CLASS ACTION SETTLEMENT: | |
|--|--|
| SUBMIT A CLAIM INFORMATION FORM | This is the only way to qualify to receive any portion of the Settlement Fund. |
| OBJECT | Write to the Court and attorneys about why you don’t like the Settlement. |
| GO TO THE HEARING | Ask to speak in Court about the fairness of the Settlement. |
| DO NOTHING | Receive no payment and be bound by all proceedings, rulings, orders, and judgments in the Action, and as a result, give up any right to file your own lawsuit or participate in any other lawsuit against any Defendants or related entities concerning the legal claims in this case. |

QUESTIONS? Call (866) 404-0132 toll-free or visit www.CompleteClaimSolutions.com.

- 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 to Class Members will be made only if the Court approves the Settlement, after any and all appeals are resolved in favor of the Settlement, and after all Claim Information Forms have been reviewed and processed.

STATEMENT OF THE RECOVERY TO THE CLASS

Lead Plaintiffs estimate that approximately 426.2 million shares of EV Classic were purchased during the Class Period, in 160,149 accounts, and were allegedly damaged, or affected, by the alleged misrepresentations contained in the EV Classic registration statements and prospectuses at issue. Under the Plan of Allocation of the Net Settlement Fund discussed at the end of this Notice, Lead Plaintiffs estimate that the average recovery per damaged share of EV Classic under this Settlement will be approximately \$0.025 before the deduction of attorney, notice, administrative, and tax fees, costs, and expenses, as approved by the Court. The actual recovery per damaged share will depend on, among other things: (1) the number of claims filed; (2) when Class Members purchased their shares during the Class Period; (3) whether Class Members sold their shares during the Class Period or held their shares as of the end of the Class Period; (4) administrative costs, including the costs of notice; and (5) the amount awarded by the Court to Plaintiffs' Counsel for attorneys' fees, costs, and expenses, and any award to Lead Plaintiffs for reasonable costs and expenses directly relating to their representation of the Class. Distributions to Class Members who are Authorized Claimants will be made based on the Plan of Allocation set forth at the end of this Notice.

HISTORY OF THIS ACTION

On October 15, 2001, Plaintiffs filed their Consolidated Complaint (the "Complaint"), alleging, among other things, that the Defendants misvalued certain senior loans in a common portfolio of loans (called the Senior Debt Portfolio) on behalf of EV Classic, Prime Rate, as well as two other proprietary Eaton Vance mutual funds, in violation of rules of the Securities and Exchange Commission (the "SEC"), and issued registration statements and prospectuses for EV Classic, Prime Rate and the other two funds which contained false and misleading statements about the Net Asset Value per share (the "NAV") of the applicable fund, the price at which shares of the fund are bought and sold by members of the public. The Complaint asserted claims for violations of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (the "Securities Act") and Sections 10(b) (and Rule 10b-5 promulgated thereunder) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act").

Defendants moved to dismiss the Complaint on November 30, 2001. By a Memorandum and Order dated June 11, 2002, the Court granted in part and denied in part Defendants' motions to dismiss. The Court upheld Plaintiffs' Securities Act claims and dismissed the Exchange Act claims. Defendants sought reconsideration of the Memorandum and Order, which motion was denied by the Court on July 31, 2002. Defendants answered the Complaint on August 12, 2002, denying the material allegations of the Complaint and asserting a number of affirmative defenses.

Lead Plaintiffs, all of whom purchased shares of EV Classic during the Class Period, and another plaintiff who purchased shares of Prime Rate during the Class Period (collectively "Plaintiffs"), then moved for class certification pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of all persons and entities that purchased shares (including purchases by dividend reinvestment) of EV Classic, Prime Rate, and the two other proprietary funds between May 25, 1998 and March 5, 2001. By a Memorandum and Order dated December 16, 2003, the Court granted class certification in part, certifying a class of only EV Classic investors, and only those who purchased shares of EV Classic between May 25, 1998 and March 15, 1999, inclusive, or between March 13, 2000 and March 2, 2001, inclusive, and only appointing the Lead Plaintiffs to represent the Class. By this Memorandum and Order, the Court also granted Lead Plaintiffs' request that the class claims asserted under Section 12(a)(2) of the Securities Act be voluntarily dismissed.

Plaintiffs then filed a petition with the United States Court of Appeals for the First Circuit (the "Court of Appeals") seeking leave to take an immediate appeal of the December 16, 2003 class certification ruling. After seeking certain additional explanations from the Court, the Court of Appeals denied the petition on May 10, 2004.

Pursuant to a further Order of the Court dated September 14, 2004, commencing on October 29, 2004, a Notice of Pendency of this Action was mailed to all members of the Class who could be identified through reasonable effort.

Lead Counsel engaged in a thorough investigation and completed extensive fact and expert discovery in this Action. This discovery and investigation included: (1) review and analysis of more than 85,000 pages of documents produced by

Defendants and various third parties; (2) review and analysis of hundreds of electronic data files produced on approximately a dozen computer-readable disks produced by Defendants and third-party pricing services; (3) review and analysis of registration statements and other documents filed by Defendants with the SEC; (4) consultation throughout the pendency of the litigation with liability and damages experts retained by Lead Counsel, who submitted several reports and provided deposition testimony; (5) depositions of sixteen (16) fact witnesses, including the Plaintiffs, many of the Defendants, their officers or employees, and a third-party witness with information relevant to the litigation; and (6) exchange of several expert reports with Defendants and depositions of both Plaintiffs' and Defendants' liability and damages experts. Fact discovery concluded in January 2004, and expert discovery concluded in November 2004.

Following the completion of discovery, on January 18, 2005, Defendants filed motions for summary judgment, which Plaintiffs opposed. On June 8, 2005, the Court issued orders denying the motions in their entirety. The Court also issued an order setting deadlines for the filing of various pretrial submissions and motions, and set a trial date of November 28, 2005. On June 23, 2005, the Eaton Vance Defendants moved for reconsideration of the order denying their motion for summary judgment. The Court promptly denied reconsideration.

As the parties were preparing for the November 28, 2005 trial of this Action, they agreed to attempt to mediate a settlement of this Action before Magistrate Judge Marianne B. Bowler of the Court. The mediation was held on September 20, 2005. Through the critical assistance of Magistrate Judge Bowler, the Parties reached an agreement-in-principle to settle this Action for the consideration set forth herein. On December 20, 2005, the parties executed a Stipulation of Settlement. That Stipulation sets forth definitions for many capitalized terms used in this Notice. All terms used in this Notice shall have the same meanings that are set forth in the Stipulation of Settlement. Any inconsistencies between the Stipulation of Settlement and this Notice shall be controlled by the language of the Stipulation of Settlement.

THE CIRCUMSTANCES OF THE SETTLEMENT

The Parties in this Action disagree as to the probable outcome of the Action with respect to liability and damages. While Lead Plaintiffs were prepared to proceed to trial, and are confident in the merits of their claims, Lead Plaintiffs recognize that going to trial is a risky proposition and that they may not have prevailed on all or any of their claims. Defendants believe that they had strong defenses and that they would have prevailed at trial. Defendants believe that the evidence at trial would have shown that the NAVs of EV Classic during the Class Period, reported in the EV Classic registration statements and prospectuses at issue, were not misstated and that these registration statements and prospectuses did not misrepresent the methods by which the senior loans in which EV Classic's assets were invested had been valued or the ability to mark such loans to market. Defendants also believe the evidence at trial would have shown that the valuation methodologies they used were fair, reasonable, and fully consistent with all regulatory requirements. While Lead Plaintiffs believe they have a strong case and that they could establish that Defendants systematically overvalued the senior loans comprising the assets of EV Classic during the Class Period, these defenses create significant uncertainty as to Lead Plaintiffs' ability to establish liability at trial.

The Parties also disagree as to the probable outcome of the Action with respect to damages. Under the applicable measure of damages under the Securities Act, there is a presumption that the entire decline in EV Classic's NAV during the Class Period (approximately \$0.50 per share) was attributable to the alleged misrepresentations. It is the Defendants' burden to establish at trial that all or part of that decline was due to factors other than the alleged misrepresentations. Defendants believe that the evidence would have shown that much of the decline in the NAVs of EV Classic during the Class Period was caused by a general deterioration in credit conditions and not by any alleged misrepresentations about the valuations of the senior loans in which EV Classic's assets had been invested, and that, therefore, any damages sustained by Lead Plaintiffs and the Class (assuming liability) was a small fraction of what the Lead Plaintiffs were seeking. Lead Plaintiffs would have contended at trial that Defendants' damage analysis is wholly inadequate to satisfy Defendants' burden of establishing the amount of the decline in the NAV of EV Classic due to factors other than the alleged misrepresentations. These disputes regarding causation and damages would have been the subject of expert testimony, and it is impossible to predict whose arguments would have been credited by the Court or a jury. At trial, Lead Plaintiffs potentially could have recovered all of their claimed damages, they could have recovered nothing, they could have been restricted to a recovery dictated by Defendants' view of damages, or they could have recovered substantially less than the amount of this Settlement. Lead Counsel have recommended the Settlement to the Lead Plaintiffs because they believe that this Settlement provides a substantial recovery to the Class, and that it is fair, reasonable, and adequate in view of the substantial risks of litigation discussed above.

FURTHER INFORMATION

Further information regarding this Settlement may be obtained by contacting Lead Counsel, Joel H. Bernstein, Esq. and David J. Goldsmith, Esq., Labaton Sucharow & Rudoff LLP, 100 Park Avenue, 12th Floor, New York, New York 10017; Jeffrey A. Klafter, Esq., Klafter & Olsen LLP, 1311 Mamaroneck Avenue, Suite 220, White Plains, New York 10605; or Paul J. Geller, Esq. and Jack Reise, Esq., Lerach Coughlin Stoia Geller Rudman & Robbins LLP, 197 South Federal Highway, Suite 200, Boca Raton, Florida 33432. You may also call (866) 404-0132 toll-free, write to *In re Eaton Vance Corporation Securities Litigation*, c/o Complete Claim Solutions, Inc., P.O. Box 24723, West Palm Beach, Florida 33416, or send an e-mail to eatonvancelitigation@labaton.com.

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BASIC INFORMATION

1. Why did I receive this Notice package?

The Court authorized this Notice to be sent to you because you or someone in your family may have purchased shares of EV Classic between May 25, 1998 and March 15, 1999, inclusive, or between March 13, 2000 and March 2, 2001, inclusive.

If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and favorably resolves any objections that may be filed in opposition to the Settlement, then an administrator appointed by the Court will calculate claims and distribute the payments that the Settlement permits if and when any appeals challenging the Settlement are resolved in favor of the Settlement or the time for any such appeals expires.

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

The Judge presiding over this case is the Honorable Edward F. Harrington, Jr., Senior United States District Judge, of the United States District Court for the District of Massachusetts, in Boston, Massachusetts. The case is titled *In re Eaton Vance Corporation Securities Litigation*, No. 01 CV 10911 EFH (D. Mass.). The case is referred to in this document as the Action. The people who brought the lawsuit are called Plaintiffs, and the companies and the persons they sued are called Defendants.

2. Why is the Action a class action?

In a class action, one or more people or entities, called Plaintiffs, sue on behalf of people and entities that have similar claims. All of these people and entities are referred to as a Class or, individually, as Class Members. In a class action like this case, one court resolves the issues for all Class Members, except for those who exclude themselves from the Class, at the same time.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants in the lawsuit. Instead, both sides agreed to a settlement. The Settlement was reached with the assistance of a United States Magistrate Judge shortly before the trial of this Action was to begin. As explained above, the Lead Plaintiffs and their attorneys strongly believe that the Settlement is in the best interest of all Class Members.

To see if you will receive a payment from this Settlement, you first need to know if you are a Class Member.

4. How do I know if I am part of the Settlement?

The Court decided earlier in this Action that everyone who fits the following description is a potential Class Member: *All persons who purchased shares (including purchases by dividend reinvestment) in the EV Classic Senior Floating-Rate Fund between May 25, 1998 and March 15, 1999, inclusive, or between March 13, 2000 and March 2, 2001, inclusive.* Potential Class Members are Class Members and part of the Settlement if none of the exceptions described in the answer to question five apply.

5. Are there exceptions to being included?

Yes. You are not a Class Member if you are a Defendant, an officer, director, or employee of any corporate Defendant, a member of any individual Defendant's immediate family, an entity in which any Defendant has a controlling interest, or the legal affiliate, representative, heir, controlling person, successor, or predecessor in interest or assign of any such excluded party.

In addition, anyone who submitted a valid and timely Request for Exclusion from the Class, in accordance with the procedures set forth in the Notice of Pendency previously mailed to potential Class Members in this Action, is not a Class Member and cannot participate in the Settlement unless that person submits a timely revocation of his, her or its Request for Exclusion in accordance with procedures set forth in a separate Special Notice to Class Members Who Previously Requested to be Excluded from the Class. If you previously submitted a timely and valid request to be excluded from the Class, a copy of the Special Notice has been provided to you with this Notice.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for help free of charge. You can call (866) 404-0132 toll-free or contact Lead Counsel at the addresses listed in this Notice, or visit www.CompleteClaimSolutions.com for more information. You can also sign and return the enclosed Claim Information Form to see if you qualify.

7. What does the Settlement provide?

The Settlement requires Defendants to cause the Settlement Amount of ten million five hundred thousand dollars (\$10,500,000.00) to be paid into a Settlement Fund and requires certain Defendants to pay up to \$200,000.00 of the costs of providing notice to Class Members of the Settlement and processing the Claim Information Forms submitted by Class Members. The Net Settlement Fund will be ten million five hundred thousand dollars (\$10,500,000.00) plus any interest or other income earned on the Settlement Amount, less any attorneys' fees and expenses awarded by the Court to Plaintiffs' Counsel or any award to the Lead Plaintiffs of reasonable costs and expenses directly relating to their representation of the Class, any tax payments on any interest or other income earned by the Settlement Fund, and any notice and administration expenses in excess of \$200,000.00.

8. How much will my payment be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid Claim Information Forms that Class Members submit, how many shares of EV Classic you purchased, and when you purchased or sold your shares, as described in the Plan of Allocation that is included at the end of this Notice.

By following the Plan of Allocation at the end of this Notice, you can calculate your “Recognized Loss.” The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after all Claim Information Forms have been processed, the Settlement has been approved by the Court, and any appeals have been resolved in favor of approval of the Settlement or the time for any appeals has expired.

9. How can I receive a payment?

To qualify for a payment, you must sign and return the Claim Information Form enclosed with this Notice. The Claim Information Form may contain detailed information Lead Plaintiffs have received from Defendants concerning your purchases and sales of shares of EV Classic during the Class Period. Review the form and read the instructions carefully. If purchase and sale transactions and information are listed in the form and you believe the transactions and information are correct, sign the form and mail it to *In re Eaton Vance Corporation Securities Litigation*, c/o Complete Claim Solutions, Inc., P.O. Box 24732, West Palm Beach, Florida 33416, **postmarked no later than May 31, 2006**. If information concerning your purchases and sales is included in the form and it is not correct or complete, you need to make any corrections before submitting it. If no information concerning your purchases and sales of EV Classic during the Class Period is included in the form, you need to add it to the Claim Information Form before submitting it. If you have any questions, or need assistance, call (866) 404-0132 toll-free or send an e-mail to eatonvancelitigation@labaton.com, and someone will assist you.

10. When will I receive my payment?

The Court will hold a hearing on **April 26, 2006** to consider whether to approve the Settlement. The Net Settlement Fund cannot be distributed until after the Court has approved the Settlement and any appeals have been resolved in favor of its approval, or after the expiration of the time to file an appeal. The resolution of any appeals could take more than a year. In addition, the review and processing of Claim Information Forms must be completed by the Claims Administrator before Settlement Fund distributions can be made. Claims processing, by itself, is a complicated process and will take many months. Please be patient.

11. What am I giving up to receive a payment?

If you are a Class Member, if the Settlement is approved, you, on behalf of yourself, your heirs, executors, administrators, successors, assigns, and any persons you represent, will release all “Released Claims,” including all “Unknown Claims,” against all “Released Persons” (as defined below):

(a) “Released Claims” shall collectively mean any and all claims (including “Unknown Claims” as defined below), debts, suits, demands, liabilities, rights and causes of action, however denominated and of every nature and description whatsoever without limitation, whether known or unknown, which have been or could have been asserted in this Action by Plaintiffs or any Class Member against any of the Defendants or the Released Persons, whether under or based on state, federal, common, foreign, local, statutory or administrative 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, derivative, direct, representative or individual in nature, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, and violations of any state or federal statutes, rules or regulations arising out of, relating to, or in connection with the purchase of shares in EV Classic by any Plaintiff or Class Member during the Class Period, including, but not limited to, any claim arising out of or relating to any of the acts, disclosures, statements, omissions, misrepresentations, facts, events, matters, transactions, occurrences or failures to act that were alleged in or referred to in the Action or that could have been alleged, asserted or contended in the Action.

(b) “Released Persons” means any and all of the Defendants, their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former employees, officers, and directors of each of them, the present and former trustees, attorneys, accountants, insurers, partners, principals, and agents of each of them, and the predecessors, heirs, executors, administrators, successors, and assigns of each of them, and any person or entity which is or was related to or affiliated with any Released Person or in which any Released Person has or had a controlling interest and the present and former employees, officers, directors, attorneys, accountants, insurers, partners, principals, and agents of each of them.

(c) “Unknown Claims” means any and all Released Claims that the Plaintiffs or any other Class Members do not know or suspect to exist in their favor at the time of the release of the Defendants and the Released Persons including, without limitation, claims that, if known by them, might have affected their decisions to settle with and release the Defendants and the Released Persons, or might have affected their decisions whether to object to this Settlement.

(d) If you are a Class Member, all of the Court’s proceedings, rulings, orders, and judgments will apply to you and legally bind you.

12. Can I exclude myself from the Class?

No, because the time for doing so has passed. All potential Class Members who could be identified through reasonable effort were previously mailed a Notice of Pendency. The Notice of Pendency was mailed beginning on October 29, 2004. This Notice provided all potential Class Members with an opportunity to exclude themselves from this Action. If you did not submit a valid and timely written Request for Exclusion from the Class in response to the Notice of Pendency, you cannot request exclusion from the Class at this point.

13. If I excluded myself before, can I rejoin the Class now and potentially be included in the Settlement?

Yes. The Special Notice (defined above) has been mailed to all persons who excluded themselves from the Class. The form enclosed with the Special Notice enables people who excluded themselves to join the Class if they wish. If you previously submitted a timely Request for Exclusion from the Class and now wish to rejoin the Class and potentially participate in the Settlement, you must mail a completed Request for Revocation of Exclusion from the Class form. You must mail this form, *postmarked no later than April 5, 2006*, to:

In re Eaton Vance Corporation Exclusion Revocations
c/o Complete Claim Solutions, Inc.
P.O. Box 24723
West Palm Beach, Florida 33416

14. If I did not previously exclude myself, can I sue the Defendants for the same thing later?

No. Unless you previously excluded yourself and have not revoked your exclusion, you give up any right to sue the Defendants for the claims that this Settlement releases.

15. If I previously excluded myself, can I obtain a payment from the Settlement?

No. If you previously excluded yourself and you do not revoke your Request for Exclusion, you cannot get any money from the Settlement.

16. Do I have a lawyer in this case?

Yes. The Court appointed the predecessor-in-interest of Labaton Sucharow & Rudoff LLP, Klafter & Olsen LLP, and a predecessor-in-interest of Lerach Coughlin Stoia Geller Rudman & Robbins LLP as Lead Counsel in the Action to represent all Class Members in this Action. You will not be charged for these lawyers, although they will ask the Court to award them a portion of the Settlement Fund as a fee for their services to Lead Plaintiffs and the Class and to reimburse them for their expenses in prosecuting this Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will these lawyers be paid?

Lead Counsel for the Lead Plaintiffs will apply, on behalf of all Plaintiffs' Counsel, in one or more applications, to the Court for an award of attorneys' fees from the Settlement Fund of thirty percent (30%) of the Settlement Fund, and reimbursement of expenses of no greater than \$750,000.00. If this amount is awarded by the Court, the average estimated cost per allegedly damaged share would be \$0.009. Plaintiffs' Counsel have spent more than four years litigating this Action on an entirely contingent-fee basis, and have advanced all of the expenses of litigation with the expectation that if they were successful in recovering money for the Class, they would receive attorneys' fees and be reimbursed for their expenses from the Settlement Fund, as is customary in this type of litigation. Any amounts awarded by the Court will come out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement, some part of it, the Plan of Allocation, or Lead Counsel's request for attorneys' fees and reimbursement of expenses or any request by the Lead Plaintiffs for an award of reasonable costs and expenses directly related to their representation of the Class (together, the "Request for Attorneys' Fees and Expenses").

18. How do I notify the Court that I don't like the Settlement, the Request for Attorneys' Fees and Expenses, and/or the Plan of Allocation?

If you are a Class Member, you can object to the Settlement, the Request for Attorneys' Fees and Expenses and/or the Plan of Allocation if you don't like any part of it. If you object to the Settlement, the Request for Attorneys' Fees and Expenses and/or the Plan of Allocation, you can present reasons why you think the Court should not approve any of them. To object, you must send a letter saying what you object to and the reasons for your objection. Be sure to include the case name and number: "*In re Eaton Vance Corporation Securities Litigation*, No. 01 CV 10911 EFH (D. Mass.)," your name, address, telephone number, and signature, information concerning your purchase(s) and sale(s) of EV Classic shares during the Class Period, including the number of shares and the dates of purchase and sale, the reason(s) you object to the Settlement, the Request for Attorneys' Fees and Expenses and/or the Plan of Allocation, and all legal support you wish to bring to the Court's attention or evidence you have to support your

objection. Mail or deliver copies of your objection and of any papers you would like to present to the Court to all of the people identified below *no later than April 12, 2006*:

The Court:

Clerk of the Court
United States District Court for the District of Massachusetts
John Joseph Moakley United States Courthouse
1 Courthouse Way, Suite 2300
Boston, MA 02210

Lead Counsel for Plaintiffs:

Joel H. Bernstein, Esq.
David J. Goldsmith, Esq.
Labaton Sucharow & Rudoff LLP
100 Park Avenue, 12th Floor
New York, NY 10017

Jeffrey A. Klafter, Esq.
Klafter & Olsen LLP
1311 Mamaroneck Avenue
Suite 220
White Plains, NY 10605

Paul J. Geller, Esq.
Jack Reise, Esq.
Lerach Coughlin Stoia Geller
Rudman & Robbins LLP
197 South Federal Highway
Suite 200
Boca Raton, FL 33432

Counsel for Defendants:

Charles Lee Eisen, Esq.
Glenn R. Reichardt, Esq.
Kirkpatrick & Lockhart Nicholson Graham LLP
1601 K Street, N.W.
Washington, DC 20006

J. Anthony Downs, Esq.
Stuart M. Glass, Esq.
Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109

19. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court that you don't like something about the Settlement, Plan of Allocation, or Request for Attorneys' Fees and Expenses. You can object only if you are a Class Member. If you excluded yourself, that tells the Court that you didn't want to be a Class Member, and therefore you can't object because the Action no longer affects you.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing, called a Fairness Hearing, to consider whether to approve the Settlement. At or after the Fairness Hearing, the Court will also decide whether to approve the Plan of Allocation and Request for Attorneys' Fees and Expenses. You may attend the Fairness Hearing and you may ask to speak by notifying the Court of your intention to appear as described below.

20. When and where will the Court decide whether to approve the Settlement, the Request for Attorneys' Fees and Expenses and the Plan of Allocation?

The Court will hold a Fairness Hearing at **2:00 p.m. on April 26, 2006**, in Courtroom 13 of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, 5th Floor, Boston, Massachusetts 02210. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. At or after the Fairness Hearing, the Court will also consider whether to approve the Plan of Allocation and the Request for Attorneys' Fees and Expenses. If there are objections, the Court will consider them. The Court has discretion to listen to people who have asked to speak at the hearing. We do not know how long the Fairness Hearing will last or how long it will take for the Court to decide whether to approve the Settlement, the Request for Attorneys' Fees and Expenses or the Plan of Allocation.

21. Do I have to come to the hearing?

No. Lead Counsel will answer the questions the Court may have on behalf of Plaintiffs and the Class. However, you are welcome to attend the hearing at your own expense. If you send in an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but you don't need to hire your own lawyer. If you do hire your own lawyer, he or she should file a Notice of Appearance in the manner described in the answer to question 22 below. The Court may choose to reschedule the hearing without sending a further notice to Class Members. If you plan to come to the hearing, you should contact one of the Counsel listed above to make sure the hearing has not been rescheduled.

22. May I speak at the hearing?

You may speak at the Fairness Hearing if you are a Class Member and you filed an objection in the manner described in the answer to question 18 above. If you intend to have an attorney speak on your behalf at the Fairness Hearing, your attorney must file a "Notice of Appearance" with the Clerk of the Court at the address noted in answer to question 18 and deliver a copy of that notice to Lead Counsel and Defendants' Counsel at the addresses set forth in the answer to question 18. Your attorney's Notice of Appearance must be filed with the Court and postmarked or delivered by other means to Lead Counsel and Defendants' Counsel **no later than April 12, 2006**. If you or your attorney intend to present evidence at the Fairness Hearing, your written objections (prepared and submitted in accordance with the answer to question 18) must identify any witness you or your attorney may seek to call to testify and any exhibits you or your attorney may seek to introduce into evidence at the Hearing.

IF YOU FAIL TO FILE A TIMELY CLAIM INFORMATION FORM

23. What will happen if I do nothing at all?

If you fail to submit a timely Claim Information Form in response to this Notice, you will not get any money from this Settlement. Whether or not you submit a timely Claim Information Form, if you are a Class Member, you will not ever be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any Defendant or other Released Person about the legal issues being released in this case, as described in the answer to question 11 above.

GETTING MORE INFORMATION

24. Are there more details about the Settlement?

Yes. This Notice summarizes the proposed Settlement. More details (including the definitions of various terms used in this Notice) are contained in the formal Stipulation of Settlement which has been filed with the Court. In addition, Lead Plaintiffs' submissions in support of the Settlement and Lead Counsel's Fee and Expense Application will be on file with the Court on April 19, 2006. If you want a copy of the Stipulation of Settlement, Lead Plaintiffs' submissions in support of the Settlement, or Lead Counsel's Fee and Expense Application, or if you have any questions about the Settlement or Lead Counsel's Fee and Expense Application, you may:

- Call (866) 404-0132, toll-free;
- Write to Lead Counsel at one of the addresses in the answer to question 18 above;
- Write to: *In re Eaton Vance Corporation Securities Litigation*, c/o Complete Claim Solutions, Inc., P.O. Box 24723, West Palm Beach, Florida 33416; or
- Send an e-mail to eatonvancelitigation@labaton.com.

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Settlement Fund of \$10,500,000.00, plus interest but after deduction of Court-approved attorneys' fees and expenses, and taxes and notice and administrative expenses in excess of \$200,000.00 (the "Net Settlement Fund"), will be distributed to all Class Members who submit timely, valid and signed Claim Information Forms ("Authorized Claimants").

The Plan of Allocation is based on the amount of alleged overpricing of the daily Net Asset Value per share ("NAV") of EV Classic during the Class Period. For purposes of this Plan, "overpricing" means the difference between the reported NAV of EV Classic on a given day during the Class Period and what Lead Plaintiffs contend the NAV of EV Classic should have been on that day. A table of the daily alleged overpricing during the Class Period for purposes of the Plan is included with this Notice. This alleged overpricing was calculated with the assistance of economic consultants retained by Lead Counsel to ensure an equitable distribution of the Net Settlement Fund among all Authorized Claimants. As discussed above, Lead Plaintiffs contended during the litigation that the amount of damages recoverable under the applicable provision of the Securities Act is the amount of decline in the NAV of EV Classic up until the time this Action was brought (May 25, 2001) less the amount of that decline proven by Defendants to be due to factors other than the alleged misrepresentations. While Lead Plaintiffs believe that Defendants could not have met their burden of proving the amount of the decline attributable to factors other than the alleged misrepresentations, Lead Plaintiffs believe that, for purposes of this Settlement, the overpricing of the NAV provides a fair and sensible basis for allocating the Net Settlement Fund among all Class Members.

The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss." Each Authorized Claimant's "Recognized Loss" will be calculated for purposes of the Settlement as follows:

(a) For shares of EV Classic that were purchased during the Class Period and still held as of the end of the Class Period, the Recognized Loss per share is equal to the alleged overpricing, if any, on the date of purchase.

(b) For shares of EV Classic that were purchased during the Class Period and sold before the end of the Class Period, the Recognized Loss per share is equal to the difference between the alleged overpricing, if any, on the date of purchase and the alleged overpricing, if any, on the date of sale.

The Claim Information Form included with this Notice may contain detailed information that Lead Plaintiffs received from Defendants concerning your purchases and sales of shares of EV Classic during the Class Period. Lead Plaintiffs' economic consultants and Claims Administrator have carefully analyzed this information. The date of purchase or sale indicated (or to be indicated) on the Claim Information Form is the "contract" or "trade" date and not the "settlement" date.

For Class Members who made multiple purchases or sales of shares of EV Classic during the Class Period, the first-in, first-out inventory method, or "FIFO," will be used to calculate the Recognized Loss. The first purchase of shares of EV Classic will be matched with the first subsequent sale of shares of EV Classic, and so on chronologically throughout the Class Period. If at any time more shares are sold than have been purchased during the Class Period, an initial balance of a corresponding number of shares will be imputed unless it is indicated on the Claim Information Form.

All calculations of Recognized Losses will be net of gains realized on any transaction, *i.e.*, where the alleged overpricing on the day of sale is greater than on the day of purchase. This means that any Authorized Claimant who ultimately "broke even" or benefited from the alleged overpricing of shares of EV Classic will have a Recognized Loss of zero, and will not receive a payment from the Net Settlement Fund.

Cash dividends paid by EV Classic have no bearing on the calculation of an Authorized Claimant's Recognized Loss. Likewise, the receipt of a gift or grant of shares of EV Classic, or a transfer of shares of EV Classic from one account into your account, is not a purchase of shares of EV Classic, and accordingly, has no bearing on the calculation of Recognized Loss.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants. As such, each Authorized Claimant will receive a *pro rata* share of the Net Settlement Fund. The Court has reserved jurisdiction to allow, disallow, or adjust the Recognized Loss of any Class Member on equitable grounds.

Please note that the term "Recognized Loss" is used solely for calculating the amount of participation by Authorized Claimants in the Net Settlement Fund, and does not reflect the actual amount an Authorized Claimant can expect to recover.

No Authorized Claimant will have any claim against Plaintiffs, Plaintiffs' Counsel, the Claims Administrator, or any other person designated by Lead Counsel, based on distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. No Authorized Claimant or any other Person shall have any claim against Defendants or Defendants' Counsel based on the amounts of any distributions from the Net Settlement Fund, any determinations regarding that Person's eligibility to receive a distribution from the Net Settlement Fund, or any rejection of that Person's claim to receive a distribution from the Net Settlement Fund.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you hold one or more shares of the EV Classic Senior Floating-Rate Fund that were purchased during the Class Period as nominee for a beneficial owner, then within ten (10) days after you receive this Notice, you must either: (1) mail copies of this Notice and the accompanying Claim Information Form by first-class mail to each such beneficial owner; or (2) send a list of the names and addresses of such beneficial owners to the Claims Administrator at the following address:

In re Eaton Vance Corporation Securities Litigation Nominees
c/o Complete Claim Solutions, Inc.
P.O. Box 24723
West Palm Beach, Florida 33416
(866) 404-0132

PLEASE DIRECT YOUR QUESTIONS TO THE CLAIMS ADMINISTRATOR OR TO LEAD COUNSEL.

DO NOT CONTACT THE COURT OR DEFENDANTS' COUNSEL WITH QUESTIONS.

DATED: January 9, 2006

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

| Alleged NAV Overpricing Per Share | | Alleged NAV Overpricing Per Share | | Alleged NAV Overpricing Per Share | |
|---|----------|---|--------|---|--------|
| Date | | Date | | Date | |
| 5/26/1998 | 0.0000 | 9/2/1998 | 0.0011 | 12/14/1998 | 0.0662 |
| 5/27/1998 | 0.0000 | 9/3/1998 | 0.0016 | 12/15/1998 | 0.0660 |
| 5/28/1998 | 0.0000 | 9/4/1998 | 0.0021 | 12/16/1998 | 0.0659 |
| 5/29/1998 | 0.0035 | 9/8/1998 | 0.0025 | 12/17/1998 | 0.0657 |
| 6/1/1998 | 0.0033 | 9/9/1998 | 0.0029 | 12/18/1998 | 0.0655 |
| 6/2/1998 | 0.0031 | 9/10/1998 | 0.0033 | 12/21/1998 | 0.0653 |
| 6/3/1998 | 0.0029 | 9/11/1998 | 0.0037 | 12/22/1998 | 0.0651 |
| 6/4/1998 | 0.0027 | 9/14/1998 | 0.0059 | 12/23/1998 | 0.0649 |
| 6/5/1998 | 0.0025 | 9/15/1998 | 0.0081 | 12/24/1998 | 0.0647 |
| 6/8/1998 | 0.0013 | 9/16/1998 | 0.0104 | 12/28/1998 | 0.0636 |
| 6/9/1998 | 0.0000 | 9/17/1998 | 0.0126 | 12/29/1998 | 0.0626 |
| 6/10/1998 | (0.0012) | 9/18/1998 | 0.0148 | 12/30/1998 | 0.0617 |
| 6/11/1998 | (0.0025) | 9/21/1998 | 0.0155 | 12/31/1998 | 0.0608 |
| 6/12/1998 | (0.0038) | 9/22/1998 | 0.0163 | 1/4/1999 | 0.0598 |
| 6/15/1998 | (0.0035) | 9/23/1998 | 0.0171 | 1/5/1999 | 0.0589 |
| 6/16/1998 | (0.0032) | 9/24/1998 | 0.0179 | 1/6/1999 | 0.0580 |
| 6/17/1998 | (0.0029) | 9/25/1998 | 0.0187 | 1/7/1999 | 0.0571 |
| 6/18/1998 | (0.0025) | 9/28/1998 | 0.0197 | 1/8/1999 | 0.0561 |
| 6/19/1998 | (0.0022) | 9/29/1998 | 0.0208 | 1/11/1999 | 0.0543 |
| 6/22/1998 | (0.0024) | 9/30/1998 | 0.0218 | 1/12/1999 | 0.0525 |
| 6/23/1998 | (0.0025) | 10/1/1998 | 0.0229 | 1/13/1999 | 0.0507 |
| 6/24/1998 | (0.0026) | 10/2/1998 | 0.0239 | 1/14/1999 | 0.0489 |
| 6/25/1998 | (0.0027) | 10/5/1998 | 0.0250 | 1/15/1999 | 0.0471 |
| 6/26/1998 | (0.0028) | 10/6/1998 | 0.0260 | 1/19/1999 | 0.0508 |
| 6/29/1998 | (0.0031) | 10/7/1998 | 0.0271 | 1/20/1999 | 0.0544 |
| 6/30/1998 | (0.0035) | 10/8/1998 | 0.0282 | 1/21/1999 | 0.0581 |
| 7/1/1998 | (0.0039) | 10/9/1998 | 0.0292 | 1/22/1999 | 0.0618 |
| 7/2/1998 | (0.0042) | 10/12/1998 | 0.0305 | 1/25/1999 | 0.0634 |
| 7/3/1998 | (0.0046) | 10/13/1998 | 0.0317 | 1/26/1999 | 0.0649 |
| 7/6/1998 | (0.0046) | 10/14/1998 | 0.0329 | 1/27/1999 | 0.0665 |
| 7/7/1998 | (0.0047) | 10/15/1998 | 0.0341 | 1/28/1999 | 0.0680 |
| 7/8/1998 | (0.0047) | 10/16/1998 | 0.0353 | 1/29/1999 | 0.0696 |
| 7/9/1998 | (0.0048) | 10/19/1998 | 0.0365 | 2/1/1999 | 0.0693 |
| 7/10/1998 | (0.0048) | 10/20/1998 | 0.0376 | 2/2/1999 | 0.0690 |
| 7/13/1998 | (0.0047) | 10/21/1998 | 0.0388 | 2/3/1999 | 0.0687 |
| 7/14/1998 | (0.0046) | 10/22/1998 | 0.0399 | 2/4/1999 | 0.0684 |
| 7/15/1998 | (0.0045) | 10/23/1998 | 0.0411 | 2/5/1999 | 0.0681 |
| 7/16/1998 | (0.0044) | 10/26/1998 | 0.0421 | 2/8/1999 | 0.0683 |
| 7/17/1998 | (0.0043) | 10/27/1998 | 0.0430 | 2/9/1999 | 0.0685 |
| 7/20/1998 | (0.0044) | 10/28/1998 | 0.0440 | 2/10/1999 | 0.0686 |
| 7/21/1998 | (0.0045) | 10/29/1998 | 0.0449 | 2/11/1999 | 0.0688 |
| 7/22/1998 | (0.0046) | 10/30/1998 | 0.0459 | 2/12/1999 | 0.0689 |
| 7/23/1998 | (0.0048) | 11/2/1998 | 0.0479 | 2/16/1999 | 0.0685 |
| 7/24/1998 | (0.0049) | 11/3/1998 | 0.0499 | 2/17/1999 | 0.0681 |
| 7/27/1998 | (0.0049) | 11/4/1998 | 0.0519 | 2/18/1999 | 0.0676 |
| 7/28/1998 | (0.0049) | 11/5/1998 | 0.0539 | 2/19/1999 | 0.0672 |
| 7/29/1998 | (0.0050) | 11/6/1998 | 0.0559 | 2/22/1999 | 0.0672 |
| 7/30/1998 | (0.0050) | 11/9/1998 | 0.0565 | 2/23/1999 | 0.0671 |
| 7/31/1998 | (0.0050) | 11/10/1998 | 0.0570 | 2/24/1999 | 0.0671 |
| 8/3/1998 | (0.0049) | 11/11/1998 | 0.0576 | 2/25/1999 | 0.0671 |
| 8/4/1998 | (0.0049) | 11/12/1998 | 0.0581 | 2/26/1999 | 0.0670 |
| 8/5/1998 | (0.0048) | 11/13/1998 | 0.0587 | 3/1/1999 | 0.0671 |
| 8/6/1998 | (0.0047) | 11/16/1998 | 0.0596 | 3/2/1999 | 0.0671 |
| 8/7/1998 | (0.0046) | 11/17/1998 | 0.0604 | 3/3/1999 | 0.0671 |
| 8/10/1998 | (0.0045) | 11/18/1998 | 0.0613 | 3/4/1999 | 0.0671 |
| 8/11/1998 | (0.0045) | 11/19/1998 | 0.0622 | 3/5/1999 | 0.0671 |
| 8/12/1998 | (0.0044) | 11/20/1998 | 0.0631 | 3/8/1999 | 0.0674 |
| 8/13/1998 | (0.0043) | 11/23/1998 | 0.0628 | 3/9/1999 | 0.0677 |
| 8/14/1998 | (0.0042) | 11/24/1998 | 0.0624 | 3/10/1999 | 0.0679 |
| 8/17/1998 | (0.0040) | 11/25/1998 | 0.0620 | 3/11/1999 | 0.0682 |
| 8/18/1998 | (0.0038) | 11/27/1998 | 0.0617 | 3/12/1999 | 0.0684 |
| 8/19/1998 | (0.0035) | 11/30/1998 | 0.0611 | 3/15/1999 | 0.0689 |
| 8/20/1998 | (0.0033) | 12/1/1998 | 0.0605 | | |
| 8/21/1998 | (0.0031) | 12/2/1998 | 0.0600 | | |
| 8/24/1998 | (0.0026) | 12/3/1998 | 0.0594 | | |
| 8/25/1998 | (0.0020) | 12/4/1998 | 0.0588 | | |
| 8/26/1998 | (0.0015) | 12/7/1998 | 0.0603 | | |
| 8/27/1998 | (0.0010) | 12/8/1998 | 0.0618 | | |
| 8/28/1998 | (0.0005) | 12/9/1998 | 0.0633 | | |
| 8/31/1998 | 0.0000 | 12/10/1998 | 0.0648 | | |
| 9/1/1998 | 0.0005 | 12/11/1998 | 0.0664 | | |

TRANSACTIONS OUTSIDE THE CLASS PERIOD INCLUDING THOSE BETWEEN MARCH 16, 1999 AND MARCH 12, 2000 WILL NOT BE CONSIDERED.

| Date | Alleged NAV Overpricing Per Share | Date | Alleged NAV Overpricing Per Share | Date | Alleged NAV Overpricing Per Share | Date | Alleged NAV Overpricing Per Share |
|-----------|---|-----------|---|------------|---|-----------|---|
| 3/13/2000 | 0.1853 | 6/21/2000 | 0.1832 | 9/29/2000 | 0.0843 | 1/10/2001 | 0.0562 |
| 3/14/2000 | 0.1858 | 6/22/2000 | 0.1835 | 10/2/2000 | 0.1584 | 1/11/2001 | 0.0562 |
| 3/15/2000 | 0.1862 | 6/23/2000 | 0.2017 | 10/3/2000 | 0.1498 | 1/12/2001 | 0.0562 |
| 3/16/2000 | 0.1867 | 6/26/2000 | 0.1999 | 10/4/2000 | 0.1468 | 1/16/2001 | 0.0566 |
| 3/17/2000 | 0.1872 | 6/27/2000 | 0.1920 | 10/5/2000 | 0.1416 | 1/17/2001 | 0.0590 |
| 3/20/2000 | 0.1876 | 6/28/2000 | 0.1920 | 10/6/2000 | 0.1405 | 1/18/2001 | 0.0597 |
| 3/21/2000 | 0.1881 | 6/29/2000 | 0.1919 | 10/9/2000 | 0.1404 | 1/19/2001 | 0.0591 |
| 3/22/2000 | 0.1886 | 6/30/2000 | 0.1970 | 10/10/2000 | 0.1401 | 1/22/2001 | 0.0587 |
| 3/23/2000 | 0.1890 | 7/3/2000 | 0.2198 | 10/11/2000 | 0.1412 | 1/23/2001 | 0.0589 |
| 3/24/2000 | 0.1895 | 7/5/2000 | 0.2209 | 10/12/2000 | 0.1386 | 1/24/2001 | 0.0588 |
| 3/27/2000 | 0.1899 | 7/6/2000 | 0.2218 | 10/13/2000 | 0.1395 | 1/25/2001 | 0.0588 |
| 3/28/2000 | 0.1904 | 7/7/2000 | 0.2228 | 10/16/2000 | 0.1408 | 1/26/2001 | 0.0536 |
| 3/29/2000 | 0.1909 | 7/10/2000 | 0.2219 | 10/17/2000 | 0.1416 | 1/29/2001 | 0.0535 |
| 3/30/2000 | 0.1913 | 7/11/2000 | 0.2239 | 10/18/2000 | 0.1451 | 1/30/2001 | 0.0553 |
| 3/31/2000 | 0.1918 | 7/12/2000 | 0.2243 | 10/19/2000 | 0.1449 | 1/31/2001 | 0.0552 |
| 4/3/2000 | 0.1923 | 7/13/2000 | 0.2243 | 10/20/2000 | 0.1448 | 2/1/2001 | 0.0544 |
| 4/4/2000 | 0.1927 | 7/14/2000 | 0.2241 | 10/23/2000 | 0.1448 | 2/2/2001 | 0.0537 |
| 4/5/2000 | 0.1932 | 7/17/2000 | 0.1890 | 10/24/2000 | 0.1402 | 2/5/2001 | 0.0486 |
| 4/6/2000 | 0.1936 | 7/18/2000 | 0.1109 | 10/25/2000 | 0.1410 | 2/6/2001 | 0.0490 |
| 4/7/2000 | 0.1941 | 7/19/2000 | 0.1890 | 10/26/2000 | 0.1451 | 2/7/2001 | 0.0490 |
| 4/10/2000 | 0.1946 | 7/20/2000 | 0.1875 | 10/27/2000 | 0.1447 | 2/8/2001 | 0.0491 |
| 4/11/2000 | 0.1950 | 7/21/2000 | 0.1885 | 10/30/2000 | 0.1447 | 2/9/2001 | 0.0474 |
| 4/12/2000 | 0.1955 | 7/24/2000 | 0.1872 | 10/31/2000 | 0.1464 | 2/12/2001 | 0.0472 |
| 4/13/2000 | 0.1960 | 7/25/2000 | 0.1892 | 11/1/2000 | 0.1048 | 2/13/2001 | 0.0461 |
| 4/14/2000 | 0.1964 | 7/26/2000 | 0.1894 | 11/2/2000 | 0.1105 | 2/14/2001 | 0.0493 |
| 4/17/2000 | 0.1969 | 7/27/2000 | 0.1902 | 11/3/2000 | 0.1089 | 2/15/2001 | 0.0475 |
| 4/18/2000 | 0.1973 | 7/28/2000 | 0.1938 | 11/6/2000 | 0.0955 | 2/16/2001 | 0.0470 |
| 4/19/2000 | 0.1978 | 7/31/2000 | 0.1910 | 11/7/2000 | 0.0963 | 2/20/2001 | 0.0412 |
| 4/20/2000 | 0.1983 | 8/1/2000 | 0.1905 | 11/8/2000 | 0.0965 | 2/21/2001 | 0.0525 |
| 4/24/2000 | 0.1987 | 8/2/2000 | 0.1904 | 11/9/2000 | 0.0932 | 2/22/2001 | 0.0471 |
| 4/25/2000 | 0.1992 | 8/3/2000 | 0.1919 | 11/10/2000 | 0.0927 | 2/23/2001 | 0.0481 |
| 4/26/2000 | 0.1996 | 8/4/2000 | 0.1911 | 11/13/2000 | 0.0942 | 2/26/2001 | 0.0502 |
| 4/27/2000 | 0.2001 | 8/7/2000 | 0.1342 | 11/14/2000 | 0.0914 | 2/27/2001 | 0.0513 |
| 4/28/2000 | 0.2006 | 8/8/2000 | 0.1345 | 11/15/2000 | 0.0924 | 2/28/2001 | 0.0522 |
| 5/1/2000 | 0.2010 | 8/9/2000 | 0.1349 | 11/16/2000 | 0.0886 | 3/1/2001 | 0.0516 |
| 5/2/2000 | 0.2015 | 8/10/2000 | 0.1365 | 11/17/2000 | 0.0885 | 3/2/2001 | 0.0525 |
| 5/3/2000 | 0.2020 | 8/11/2000 | 0.1946 | 11/20/2000 | 0.0878 | | |
| 5/4/2000 | 0.2024 | 8/14/2000 | 0.1742 | 11/21/2000 | 0.0882 | | |
| 5/5/2000 | 0.2029 | 8/15/2000 | 0.1537 | 11/22/2000 | 0.0849 | | |
| 5/8/2000 | 0.2026 | 8/16/2000 | 0.1581 | 11/24/2000 | 0.0405 | | |
| 5/9/2000 | 0.2022 | 8/17/2000 | 0.1555 | 11/27/2000 | 0.0840 | | |
| 5/10/2000 | 0.2019 | 8/18/2000 | 0.1561 | 11/28/2000 | 0.0883 | | |
| 5/11/2000 | 0.2016 | 8/21/2000 | 0.1571 | 11/29/2000 | 0.0900 | | |
| 5/12/2000 | 0.2013 | 8/22/2000 | 0.1586 | 11/30/2000 | 0.0903 | | |
| 5/15/2000 | 0.2012 | 8/23/2000 | 0.1586 | 12/1/2000 | 0.0910 | | |
| 5/16/2000 | 0.2010 | 8/24/2000 | 0.1602 | 12/4/2000 | 0.1007 | | |
| 5/17/2000 | 0.2009 | 8/25/2000 | 0.1646 | 12/5/2000 | 0.0959 | | |
| 5/18/2000 | 0.2008 | 8/28/2000 | 0.1643 | 12/6/2000 | 0.0887 | | |
| 5/19/2000 | 0.2006 | 8/29/2000 | 0.1668 | 12/7/2000 | 0.0901 | | |
| 5/22/2000 | 0.2011 | 8/30/2000 | 0.1672 | 12/8/2000 | 0.0911 | | |
| 5/23/2000 | 0.2015 | 8/31/2000 | 0.1681 | 12/11/2000 | 0.0914 | | |
| 5/24/2000 | 0.2020 | 9/1/2000 | 0.1689 | 12/12/2000 | 0.0803 | | |
| 5/25/2000 | 0.2025 | 9/5/2000 | 0.1669 | 12/13/2000 | 0.0838 | | |
| 5/26/2000 | 0.2029 | 9/6/2000 | 0.1661 | 12/14/2000 | 0.0839 | | |
| 5/30/2000 | 0.2027 | 9/7/2000 | 0.1651 | 12/15/2000 | 0.0768 | | |
| 5/31/2000 | 0.2024 | 9/8/2000 | 0.1646 | 12/18/2000 | 0.0768 | | |
| 6/1/2000 | 0.2022 | 9/11/2000 | 0.1645 | 12/19/2000 | 0.0764 | | |
| 6/2/2000 | 0.2019 | 9/12/2000 | 0.1587 | 12/20/2000 | 0.0621 | | |
| 6/5/2000 | 0.2028 | 9/13/2000 | 0.1579 | 12/21/2000 | 0.0614 | | |
| 6/6/2000 | 0.2037 | 9/14/2000 | 0.1569 | 12/22/2000 | 0.0622 | | |
| 6/7/2000 | 0.2046 | 9/15/2000 | 0.1566 | 12/26/2000 | 0.0588 | | |
| 6/8/2000 | 0.2055 | 9/18/2000 | 0.1568 | 12/27/2000 | 0.0574 | | |
| 6/9/2000 | 0.2064 | 9/19/2000 | 0.1603 | 12/28/2000 | 0.1019 | | |
| 6/12/2000 | 0.2053 | 9/20/2000 | 0.1599 | 12/29/2000 | 0.0542 | | |
| 6/13/2000 | 0.2085 | 9/21/2000 | 0.1599 | 1/2/2001 | 0.0542 | | |
| 6/14/2000 | 0.2084 | 9/22/2000 | 0.1607 | 1/3/2001 | 0.0540 | | |
| 6/15/2000 | 0.1880 | 9/25/2000 | 0.1781 | 1/4/2001 | 0.0542 | | |
| 6/16/2000 | 0.1883 | 9/26/2000 | 0.1780 | 1/5/2001 | 0.0548 | | |
| 6/19/2000 | 0.1807 | 9/27/2000 | 0.1696 | 1/8/2001 | 0.0551 | | |
| 6/20/2000 | 0.1805 | 9/28/2000 | 0.1583 | 1/9/2001 | 0.0553 | | |

Table A