

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

STREAM SICAV AND TODD MARX, Individually and
on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

RINO INTERNATIONAL CORPORATION, et al.,

Defendants.

Case No.: CV-10-8695-DDP (VBKx)

NOTICE OF PROPOSED SETTLEMENT, SETTLEMENT FAIRNESS HEARING, AND MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND AN AWARD TO LEAD PLAINTIFF

IF YOU PURCHASED THE COMMON STOCK AND/OR CALL OPTIONS OF RINO INTERNATIONAL CORPORATION ("RINO" OR THE "COMPANY"), OR SOLD PUT OPTIONS OF RINO, BETWEEN MARCH 31, 2009, AND NOVEMBER 17, 2010, INCLUSIVE (THE "CLASS PERIOD"), AND WERE DAMAGED THEREBY (THE "CLASS"), YOU COULD GET A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED BELOW.

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

THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE, INCLUDING YOUR POSSIBLE RECEIPT OF CASH FROM THE SETTLEMENT. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU DO OR DO NOT ACT. ACCOMPANYING THIS NOTICE IS A PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM" OR "CLAIM FORM"). IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN AUGUST 27, 2012, ADDRESSED TO THE CLAIMS ADMINISTRATOR AT:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

PLEASE READ THIS NOTICE CAREFULLY!

1. Statement of Plaintiff Recovery: This Notice relates to a proposed settlement (the "Settlement") of claims asserted in a class action lawsuit against RINO International Corporation ("RINO" or the "Company"), Kenneth C. Johnson and Weiguo Zhang (collectively, "Defendants"), and additional Individual Defendants Dejun Zou, Jianping Qiu, Yi Jenny Liu, Ben Wang, Xie Quan, and Li Yu (together with Kenneth C. Johnson and Weiguo Zhang, the "Individual Defendants"). The total value of the Settlement is \$7,000,000 (seven million dollars) in cash, plus interest earned from the time of funding of the Settlement through the time of distribution to Class Members. In particular, the Settlement will create a Settlement Fund to pay claims of investors who purchased the common stock or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and who have been damaged thereby. The Net Settlement Fund (the Settlement Fund less any attorneys' fees, award to Lead Plaintiff, expert and consultant fees, taxes, and other costs and expenses approved by the Court) will be distributed in accordance with a plan of allocation (the "Plan of Allocation"). Lead Plaintiff's damages expert estimates that approximately 10.7 million shares of the Company were traded during the Class Period, which may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate, the average per share recovery from the Settlement Fund would be approximately \$0.65 per damaged share. **Option traders should review the Plan of Allocation, set out below, for their personal recovery.**

2. Reasons for the Settlement: The Settlement resolves claims against the Defendants and Individual Defendants alleging that they violated federal securities laws by making allegedly false and misleading public statements. However, the Settlement should not be construed as an admission of wrongdoing by the Defendants or any of the Released Parties. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff believes that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff believes that the Settlement provides a substantial benefit, namely \$7,000,000 (seven million dollars) in cash, plus interest earned from the time of the funding of the Settlement through the time of distribution to Class Members (less the various deductions described in this Notice), as compared to the risk that all or some of the claims in this Action could have been dismissed in response to Defendants' pending motions to dismiss, or that a similar, smaller, or no recovery might have been achieved after a trial and appeals, possibly years in the future, during which the Defendants would have had the opportunity to assert substantial defenses to the claims asserted against them.

3. **Statement of Average Amount of Damages Per Share:** The settling Parties do not agree on the average amount of damages that would be recoverable if Lead Plaintiff were to prevail on the claims asserted against the Defendants and Individual Defendants. The settling Parties disagree on, among other things: (a) the amount of inflation, if any, allegedly caused by the alleged misrepresentations and omissions; (b) whether the alleged misrepresentations and omissions were material to investors; and (c) the percent of responsibility, if any, of each of the Defendants or Individual Defendants for the alleged misrepresentations and omissions.

4. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel (as defined in paragraph 5) intends to apply for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses paid and incurred in connection with the prosecution and resolution of the claims against the Defendants and Individual Defendants, in an amount not to exceed \$125,000. Lead Counsel also intends to apply for an award to Lead Plaintiff, in an amount not to exceed \$10,000. If the Court approves Lead Counsel's application for attorneys' fees, reimbursement of expenses, and an award to Lead Plaintiff, the average cost per share will be approximately \$0.16 (assuming all eligible owners file claims).

5. **Identification of Lead Counsel:** Any questions regarding the Settlement should be directed to Lead Counsel:

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Telephone: (213) 785-2610
Facsimile: (213) 226-4684
E-mail: lrosen@rosenlegal.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM NO LATER THAN AUGUST 27, 2012	The only way to get a payment.
EXCLUDE YOURSELF FROM THE CLASS NO LATER THAN AUGUST 27, 2012	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and Individual Defendants with respect to the claims in this case.
OBJECT NO LATER THAN AUGUST 27, 2012	Write to the Court and explain why you do not like the Settlement.
GO TO THE HEARING ON SEPTEMBER 17, 2012 AND FILE A NOTICE OF INTENTION TO APPEAR NO LATER THAN AUGUST 27, 2012	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up your rights.

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WHY DID I GET THIS NOTICE?

6. You or someone in your family may have purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and may have been damaged thereby. You are being sent this Notice because, as a potential member of the Class, you have a right to know about a proposed settlement of certain claims in this class action lawsuit and what your options are, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, after objections and appeals, if any, are resolved, a claims administrator approved by the Court will make payments pursuant to the Settlement.

7. The Court in charge of this case is the United States District Court for the Central District of California, Western Division, and the case is known as *Stream SICAV and Todd Marx v. RINO International Corp. et al.*, Case No. 2:10-cv-08695-DDP-VBKx.

8. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of the terms of the proposed Settlement and to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider the application for attorneys' fees, reimbursement expenses, and an award to Lead Plaintiff (the "Final Approval Hearing").

9. The Final Approval Hearing will be held at 10:00 a.m. on September 17, 2012, before the Honorable Dean D. Pregerson at the United States District Court for the Central District of California, Western Division — Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to determine: (a) whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court; (b) whether the claims against Defendants and Individual Defendants in this Action should be dismissed with prejudice as set forth in the Stipulation; (c) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and (d) whether the application by Lead Counsel for attorneys' fees, reimbursement of expenses, and an award to Lead Plaintiff should be approved.

10. The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the lawsuit, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after appeals, if any, are resolved and after the completion of all claims processing. Please be patient.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

11. The Class covered by this Settlement consists of all persons and entities who purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and who purport to have been damaged thereby. Excluded from the Class are (a) RINO and all Individual Defendants; (b) the immediate family members of each Individual Defendant; (c) any entity in which RINO, any Individual Defendant, or any excluded person has a controlling interest; (d) officers and directors of the Company during the Class Period; and (e) the legal representatives, heirs, predecessors, successors and assigns of any such excluded person or entity. Also excluded from the Class is any person or entity who excludes himself, herself, or itself by filing a request for exclusion in accordance with the requirements set forth in this Notice. *See below*: "What if I Do Not Want to Participate in the Settlement? How Do I Exclude Myself?"

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE AND MAIL THE ACCOMPANYING CLAIM FORM TO THE CLAIMS ADMINISTRATOR, POSTMARKED ON OR BEFORE AUGUST 27, 2012.

WHAT RECOVERY DOES THE SETTLEMENT PROVIDE?

12. RINO has agreed to pay \$7,000,000.00 (seven million dollars) in cash plus interest as described in paragraph 1 above. Notification and administration costs, any attorneys' fees and expenses and/or an incentive award to Lead Plaintiff, as may be authorized by the Court, and taxes and tax expenses will all be deducted from these settlement proceeds, and the balance will be distributed to Class Members.

13. The amount of any recovery will depend on a number of factors, including when and for what price Class Members purchased and/or sold their securities of the Company, and the total number of securities for which timely and valid claim forms are submitted by Class Members. *See below*: "How Much Will My Payment Be?"

14. Lead Plaintiff's damages expert estimates that approximately 10.7 million shares of the Company were traded during the Class Period which may have been damaged as a result of the allegedly wrongful conduct. Thus, assuming that the owners of all affected shares elect to participate, the average per share recovery from the Settlement Fund would be approximately \$0.65 per damaged share. **Option traders should review the Plan of Allocation, set out below, for their personal recovery.**

15. **Timing of Payment:** Within ten (10) days after the entry of the Court's Preliminary Approval Order, RINO has agreed to deposit or cause to be deposited into the Escrow Account the sum of \$100,000 (one hundred thousand dollars). RINO has agreed to further deposit or cause to be deposited into the Escrow Account the sum of \$6,900,000 (six million and nine hundred thousand dollars), on or before ten (10) business days prior to the Final Approval Hearing.

WHY IS THERE A SETTLEMENT?

16. Under the proposed Settlement, the Court will not decide in favor of either the plaintiffs or the Defendants. By agreeing to a Settlement, both the plaintiffs and the Defendants avoid the costs and risk of a trial, and the Class Members are compensated.

17. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff believes that the proposed Settlement is fair, reasonable and adequate, and in the best interests of Class Members. Lead Plaintiff believes that the Settlement provides a substantial benefit, as compared to the risk that all or some of the claims in this action could have been dismissed in response to Defendants' pending motions to dismiss, or that a similar, smaller, or no recovery might have been achieved after a trial and appeals, possibly years in the future, during which the Defendants would have had the opportunity to assert substantial defenses to the claims asserted against them.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

18. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither it nor the Class would recover anything from the Defendants or Individual Defendants. Also, if the Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?

19. Plaintiffs' counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor have they been reimbursed for their considerable out-of-pocket expenses. Lead Counsel intends to apply to the Court for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses in an amount not to exceed \$125,000. Lead Counsel further intends to apply for an incentive fee award to Lead Plaintiff in an amount not to exceed \$10,000. If the application for attorneys' fees, reimbursement of expenses, and an award to Lead Plaintiff is approved by the Court, the average cost per share would be approximately \$0.16. THE COURT HAS NOT EXPRESSED ANY OPINION ON THE APPLICATION FOR ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND AN AWARD TO LEAD PLAINTIFF. *See below:* "How Will the Lawyers Be Paid?"

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

20. On November 12, 2010 and thereafter, the following actions were filed in the United States District Court for the Central District of California (the "Court"):

- *Hufnagle v. RINO International Corp. et al.*, No. 2:10-cv-08695-DDP-VBKx;
- *Baig v. RINO International Corp. et al.*, No. 8:10-cv-01754-DDP-VBKx;
- *Stevens v. RINO International Corp. et al.*, No. 2:10-cv-09011-DDP-VBKx;
- *Chau v. RINO International Corp. et al.*, No. 2:10-cv-09517-DDP-VBKx;
- *Zhang v. RINO International Corp. et al.*, No. 8:10-cv-01887-VBF-VBKx; and
- *Vu v. RINO International Corp. et al.*, No. 8:10-cv-01908-DDP-VBKx.

On February 16, 2011, the Court consolidated these actions pursuant to Fed. R. Civ. P. 42(a), appointed Stream SICAV as Lead Plaintiff, and approved The Rosen Law Firm, P.A. as Lead Counsel. Lead Counsel conducted a thorough investigation relating to the allegations of wrongdoing pertaining to each defendant in the Action, and the alleged damages suffered by the Class. Lead Counsel's investigation also included the review of publicly available reports and articles, and reports by securities analysts and investor advisory services concerning RINO. On April 18, 2011, Lead Plaintiff and named plaintiff Todd Marx filed a Consolidated Amended Complaint (the "Complaint") alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated by the Securities and Exchange Commission.

On September 9, 2011, Defendant RINO and Defendants Johnson and Zhang filed two separate motions to dismiss the Complaint. The hearing on these motions was continued in light of this Settlement.

WHY HAVE THE DEFENDANTS AGREED TO THE SETTLEMENT?

21. The Settlement is not evidence of, an admission of, or a concession on the part of Defendants of any fault or liability whatsoever on the part of any Defendant or Individual Defendant, or of any infirmity in any defenses they have asserted or intended to assert in the Action. However, the Defendants consider it desirable and in their best interests that the claims against themselves and the Individual Defendants be dismissed on the terms set forth in the Stipulation to avoid further expense and protracted litigation, taking into account the uncertainty and risks inherent in any litigation.

WHAT LED UP TO THE SETTLEMENT?

22. The Settlement resulted from extensive arm's-length negotiations among counsel for Lead Plaintiff and the Defendants. Several settlement discussions took place which ultimately resulted in an agreement to settle the claims against the Defendants and Individual Defendants.

WHAT ARE THE REASONS FOR THE SETTLEMENT?

23. Lead Plaintiff and Lead Counsel believe that the claims asserted against the Defendants and Individual Defendants have merit. However, they recognize the expense and length of continued proceedings necessary to pursue their claims against the Defendants and Individual Defendants through trial and appeals. Lead Plaintiff and Lead Counsel have also taken into account the issues that would have to be decided by a jury, including whether the Defendants and Individual Defendants acted knowingly or recklessly, whether each of the alleged misrepresentations and omissions was material, and the amount of any damages caused by the alleged misrepresentations and omissions. Lead Plaintiff and Lead Counsel have also considered the uncertain outcome and trial risk in complex lawsuits like this one. Lead Plaintiff and Lead Counsel believe that a recovery now will provide an immediate benefit to Class Members, which is superior to the risk of proceeding with the Action, particularly in view of the fact that the Court has yet to hear oral argument and rule on the multiple motions to dismiss presently pending. Considering these factors and balancing them against the certain and substantial benefits that the Class will receive as a result of the Settlement, Lead Plaintiff and Lead Counsel determined that the Settlement described herein is fair, reasonable and adequate, and that it is in the best interests of the Class to settle the claims against the Defendants and Individual Defendants in this Action on the terms set forth in the Stipulation and this Notice.

HOW MUCH WILL MY PAYMENT BE?

THE PROPOSED PLAN OF ALLOCATION

General Provisions

24. The \$7,000,000 (seven million dollars) in cash, plus interest earned from the time of the funding of the Settlement through the time of distribution to Class Members, shall be the Gross Settlement Fund. The Gross Settlement Fund less taxes, approved costs, fees, expenses and awards (the "Net Settlement Fund") shall be distributed to Class Members who submit timely and valid Proofs of Claim ("Authorized Claimants").

25. The Claims Administrator, under the direction of Lead Counsel, shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Net Recognized Loss" for each eligible security. The portion of the Net Settlement Fund allocated to the Recognized Losses attributable to option contracts shall not exceed 5% of the Net Settlement Fund.

26. The Recognized Loss formula is not intended to be an estimate of the amount of what a Class Member lost or might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

27. The date of a purchase or sale of RINO securities is the trade date, and not the settlement date.

28. The first-in, first-out basis ("FIFO") will be applied to both purchases and sales.

29. Shares of RINO common stock acquired during the Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the strike price plus the option premium. Shares of RINO common stock sold during the Class Period through the assignment of a call option shall be treated as a sale on the date of exercise for the strike price plus the option premium. Shares of RINO common stock acquired during the Class Period through the assignment of a put option shall be treated as a purchase on the date the put option was written for the strike price minus the option premium. If the put option was written prior to the Class Period, the Recognized Loss for the shares assigned shall be zero. Shares of RINO common stock sold through the exercise of a put option shall be treated as a sale on the date of exercise for the strike price minus the option premium.

30. The price paid or received should exclude all commissions, taxes and fees.

31. Shares originally sold short shall have a Recognized Loss of zero.

32. For purposes of determining whether an Authorized Claimant is eligible for an overall recovery from the Net Settlement Fund, any profits resulting from transactions in one category of securities shall not offset losses in another category of securities.

33. No cash payment will be made on a claim where the potential distribution amount is \$10 or less.

34. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds.

35. No person shall have any claim against Lead Counsel, the Claims Administrator or other agent designated by Lead Counsel, or any Defendant or Individual Defendant or any Defendant's counsel based on any distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court.

36. Class Members who do not submit timely and valid Proofs of Claim will not share in the Settlement proceeds. Class Members who do not either submit a request for exclusion or submit a timely and valid Proof of Claim will nevertheless be bound by the terms of this Settlement.

37. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Class members who have cashed their initial distributions and who would receive at least \$10 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If after six months after such re-distribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Lead Counsel.

Calculation of Loss Amount

38. Recognized Loss Calculation for Common Stock Purchased during the Class Period:

a. For shares purchased between March 31, 2009 and November 17, 2010, inclusive, and sold between November 10, 2010 and December 7, 2010, inclusive, recognized loss per share is the lesser of:

1. The price paid less the price received, or
2. \$15.52 less the price received.

b. For shares purchased between March 31, 2009 and November 17, 2010, inclusive, and sold between December 8, 2010 and March 7, 2011, inclusive, recognized loss per share is the lesser of:

1. \$12.37,
2. The price paid less the price received,
3. The price paid less the price in Table A on the date of sale, or
4. The price paid less \$3.15.

c. For shares purchased between March 31, 2009 and November 17, 2010, inclusive, and held on March 8, 2011, recognized loss per share is the lesser of:

1. \$12.37, or
2. The price paid less \$3.15.

Table A

12/8/2010	\$3.15	1/7/2011	\$3.75	2/8/2011	\$3.24
12/9/2010	\$3.06	1/10/2011	\$3.74	2/9/2011	\$3.23
12/10/2010	\$3.17	1/11/2011	\$3.72	2/10/2011	\$3.21
12/13/2010	\$3.40	1/12/2011	\$3.69	2/11/2011	\$3.19
12/14/2010	\$3.53	1/13/2011	\$3.67	2/14/2011	\$3.17
12/15/2010	\$3.56	1/14/2011	\$3.63	2/15/2011	\$3.16
12/16/2010	\$3.59	1/18/2011	\$3.59	2/16/2011	\$3.14
12/17/2010	\$3.57	1/19/2011	\$3.54	2/17/2011	\$3.12
12/20/2010	\$3.56	1/20/2011	\$3.50	2/18/2011	\$3.10
12/21/2010	\$3.56	1/21/2011	\$3.47	2/22/2011	\$3.08
12/22/2010	\$3.56	1/24/2011	\$3.44	2/23/2011	\$3.06
12/23/2010	\$3.58	1/25/2011	\$3.42	2/24/2011	\$3.04
12/27/2010	\$3.62	1/26/2011	\$3.40	2/25/2011	\$3.03
12/28/2010	\$3.66	1/27/2011	\$3.39	2/28/2011	\$3.01
12/29/2010	\$3.69	1/28/2011	\$3.37	3/1/2011	\$2.99
12/30/2010	\$3.73	1/31/2011	\$3.35	3/2/2011	\$2.97
12/31/2010	\$3.74	2/1/2011	\$3.33	3/3/2011	\$2.95
1/3/2011	\$3.75	2/2/2011	\$3.31	3/4/2011	\$2.92
1/4/2011	\$3.75	2/3/2011	\$3.29	3/7/2011	\$2.90
1/5/2011	\$3.76	2/4/2011	\$3.28		
1/6/2011	\$3.76	2/7/2011	\$3.26		

39. Recognized Loss Calculation for Option Contracts During the Class Period:

For common stock call options

a. The recognized loss for each share covered by a call option contract on RINO common stock purchased or otherwise acquired between March 31, 2009 and November 17, 2010, inclusive, and held on or after November 10, 2010 shall be the lesser of:

1. \$3.09 for each share covered by the option, or
2. 25% of the price paid less 25% of the price received on sale of the option.

b. If the option expired worthless and unexercised while still owned by the Authorized Claimant, the sales price shall be deemed to be Zero (\$0.00).

c. Shares of RINO common stock acquired during the Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the exercise price plus the cost of the call option, and any recognized loss arising from such transaction shall be computed as provided for other purchases of RINO stock as set forth herein.

d. No recognized loss shall be calculated based upon the sale or writing of any call option that was subsequently repurchased.

For common stock put options

a. The recognized loss for each share of RINO common stock covered by a put option contract on RINO common stock sold or written between March 31, 2009 and November 17, 2010, inclusive, and outstanding on or after November 10, 2010 shall be the lesser of:

1. \$6.18 for each share covered, or
2. 50% of the amount received for the contract on the date the claimant sold or wrote the put contract, less 50% of the amount received per put option contract. For put options sold or written during the Class Period that expired worthless and unassigned, the Authorized Claimant's Recognized Claim shall be Zero (\$0.00).

b. For RINO options that were sold or written during the Class Period, that were "put" to the Authorized Claimant (i.e. assigned) at any time, the Authorized Claimant's Recognized Claim shall be calculated as a purchase of RINO common stock as shown herein, and as if the sale of the put option were instead a purchase of RINO common stock on the date of the sale or writing of the put option, and the "purchase price paid" shall be the strike price of the put option less the proceeds received from the sale of the put option.

c. No recognized loss shall be calculated based upon the sale of any put option that was previously purchased.

d. The total recovery payable to Authorized Claimants from transactions in call or put options shall not exceed five percent (5%) of the Distribution Amount.

40. General Provisions Regarding Calculation of Loss Amount

a. If a Settlement Class Member has more than one purchase or sale of RINO common stock or option ("RINO Securities") during the Settlement Class Period, all purchases and sales shall be matched on a First In, First Out ("FIFO") basis. Settlement Class Period sales will be matched first against any RINO Securities held at the beginning of the Settlement Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Settlement Class Period. Settlement Class Period Sales matched to RINO Securities held at the beginning of the Settlement Class Period shall be excluded from the calculation of Recognized Losses. Purchases and sales of RINO Securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of RINO Securities during the Settlement Class Period shall not be deemed a purchase or sale of these securities for the calculation of an Authorized Claimant's Recognized Loss Amount for these securities nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such securities unless: (i) the donor or decedent purchased or otherwise acquired such RINO Securities during the Settlement Class Period; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such securities; and (iii) the assignment is specifically provided for in the instrument of gift or assignment.

b. The Recognized Loss for short sales is zero.

c. To the extent a Claimant had a market gain from his, her, or its overall transactions in RINO Securities during the Settlement Class Period, the value of the claim will be zero. Such Claimants will, in any event, be bound by the Settlement. To the extent that a Claimant suffered an overall market loss on his, her, or its overall transactions in RINO Securities during the Settlement Class Period, but that market loss was less than the total Recognized Loss calculated above, then the Claimant's Recognized Loss shall be limited to the amount of the actual market loss.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

41. If the Settlement is approved, the Court will enter a Final Judgment (the “Judgment”). The Judgment will dismiss the claims against Defendants and Individual Defendants in this Action with prejudice and provide that Lead Plaintiff and all other Class Members, excluding those who validly and timely requested to be excluded from the Class, shall, upon the Effective Date of the Judgment, be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, discharged and dismissed any or all Released Claims against the Released Parties. The Action may proceed against other parties who have not yet been named as defendants.

a. “Defendants” means, collectively, RINO International Corporation, Kenneth C. Johnson and Weiguo Zhang.

b. “Effective Date” means the latest date all of the events and conditions specified in the Stipulation have been met or have occurred, as set forth in paragraph 13 of the Stipulation.

c. “Individual Defendants” means, collectively, Dejun Zou, Jianping Qiu, Yi Jenny Liu, Ben Wang, Kenneth C. Johnson, Xie Quan, Weiguo Zhang and Li Yu.

d. “Judgment” or “Final Judgment” means the Order or Orders entered by the Court if and upon approval of the Settlement, dismissing the claims against Defendants and Individual Defendants in the Action with prejudice and without costs (except to the extent awarded by the Court) to any Party, certifying the Class for settlement purposes, releasing all Released Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Released Claims against any Released Party.

e. “RINO” or the “Company” means RINO International Corporation, its predecessors, successors, subsidiaries and assigns.

f. “Released Claims” means, collectively, all claims (including “Unknown Claims” as defined below) of every nature and description whatsoever, known or unknown, asserted or that might have been asserted or that might be asserted, against the Defendants, the Individual Defendants, and/or the Released Parties, by Lead Plaintiff or any Class Member in any capacity, arising out of, based upon or related to (a) the purchase, acquisition, or sale of RINO common stock, call options or put options during the Class Period, or (b) the subject matter of the Action, or the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Action. “Released Claims” further includes any and all claims arising out of, based upon or related to the Settlement or resolution of the Action, except for any alleged breaches of the Stipulation. Expressly excluded from the term “Released Claims” are all claims brought in any of the Derivative Actions to the extent of the claims stated in the Derivative Actions. Further excluded are any and all claims, known or unknown, that have been asserted or may be asserted against any of the Frazer Auditor Entities (as defined in the Stipulation). Finally, should any Individual Defendant who had not appeared in the Action as of the time the Stipulation was executed thereafter appear in the Action and file a motion to dismiss, the claims asserted in this Action against such Individual Defendant shall also be expressly excluded from the term “Released Claims.”

g. “Released Parties” means the Defendants, the Individual Defendants, and their current and former agents, employees, officers, directors, partners, members, representatives, heirs, insurers, reinsurers, attorneys, advisors, subsidiaries, parents, affiliates, predecessors, successors and assigns, except for Frazer Frost LLP and Moore Stephen Wurth Frazer and Torbet LLP. For the avoidance of doubt, “Released Parties” expressly excludes the Frazer Auditor Entities and the Frazer Auditor Entities are not released from any claim pursuant to the Stipulation. Furthermore, should any Individual Defendant who had not appeared in the Action as of the time the Stipulation was executed, thereafter appear in the Action and file a motion to dismiss, such Individual Defendant shall also be expressly excluded from the term “Released Parties,” and the claims in this Action against such Individual Defendant shall not be released.

h. “Unknown Claims” means, collectively, all claims, demands, rights, liabilities, and causes of action of every nature and description which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff expressly waives, and each of the Class Members is hereby deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, 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, which is similar, comparable or equivalent to California Civil Code § 1542. The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but 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 Released Claims, whether the Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, or concealed or hidden, without regard to the subsequent discovery or existence of any additional or different facts. The Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

42. The Judgment will also provide that the Defendants and any of the other Released Parties shall each be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, waived, and discharged Lead Plaintiff, Class Members, Lead Counsel and plaintiffs' counsel from any and all claims which arise out of the filing, prosecution, maintenance or resolution of the claims against Defendants and Individual Defendants in the Action, except claims relating to the enforcement of the Stipulation.

HOW WILL THE LAWYERS BE PAID?

43. At the Final Approval Hearing described below, or at such other time as the Court may direct, Lead Counsel intends to apply for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed twenty-five percent (25%) of the Settlement Fund. In addition, Lead Counsel intends to apply for reimbursement of litigation expenses incurred in connection with the lawsuit, in an amount not to exceed \$125,000. Finally, Lead Counsel also intends to apply for an incentive fee award to Lead Plaintiff, in an amount not to exceed \$10,000.

44. To date, neither Lead Counsel nor any of plaintiffs' counsel have received any payment for their services in prosecuting this Action on behalf of the Class, nor have counsel been reimbursed for their out-of-pocket expenses. The fee requested by Lead Counsel would compensate plaintiffs' counsel for their efforts in achieving the Settlement for the benefit of the Class, and for their risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type in this Circuit. The Court will determine the amount of the award.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

45. The Court has certified this Action as a class action for purposes of this Settlement. If you purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and were damaged thereby, and you are not excluded by the definition of the Class and do not elect to exclude yourself, then you are a Class Member, and you will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, as well as by any judgment or determination of the Court affecting the Class. Unless otherwise provided by the Court, any Class Member who fails to submit a claim form by August 27, 2012 shall forever be barred from receiving any payments pursuant to the Settlement set forth in the Stipulation, but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgments entered and the releases given.

46. If you wish to remain a Class Member, you may be eligible to share in the proceeds of the Settlement, provided that you submit a valid Proof of Claim, which must be completed, signed and supported by such documents as specified in the accompanying claim form. Extra copies of this Notice and Proof of Claim can be obtained from the Claims Administrator by mail at RINO Securities Litigation, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063; by fax at (610) 565-7985; or by toll-free phone at (866) 274-4004. Copies of the Notice and Proof of Claim may also be downloaded from the Claims Administrator's website at www.strategicclaims.net.

47. The Court may disallow or adjust the Claim of any Class Member. The Court also may modify the Plan of Allocation without further notice to the Class. Payments pursuant to the Plan of Allocation, as approved by the Court, will be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Counsel, any plaintiff's counsel, the Claims Administrator or any other agent designated by Lead Counsel on the basis of any distributions made substantially in accordance with the Stipulation and the Settlement, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Central District of California with respect to his, her or its Claim Form.

48. As a Class Member you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf and must serve copies of such appearance on the attorneys listed in the section below entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?"

49. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section below entitled, “What If I Do Not Want to Participate in the Settlement? How Do I Exclude Myself?”

50. If you object to the Settlement or any of its terms, the proposed Plan of Allocation, or Lead Counsel’s application for attorneys’ fees, reimbursement of expenses, and an award to Lead Plaintiff, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section below entitled, “When and Where Will the Court Decide Whether to Approve the Settlement?”

WHAT IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?

51. Each potential member of the Class will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such Person mails, by first-class mail, a written request for exclusion from the Class, **postmarked no later than August 27, 2012**, addressed to the Claims Administrator at: RINO Securities Litigation — Exclusions, c/o Strategic Claims Services, 600 North Jackson Street, Suite 3, Media, PA 19063. The request for exclusion must also be filed with the Court and served on counsel for the parties at the addresses listed in paragraph 53 below by August 27, 2012. **No Person may exclude himself, herself or itself from the Class after that date.** In order to be valid, each request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity “requests exclusion from the Class in *Stream SICAV and Todd Marx v. RINO International Corp. et al.*, Case No. 2:10-cv-08695-DDP-VBKx” and must be signed by such person or entity. The following information must also be provided: a telephone number, and the date(s), price(s), and number(s) of shares of all purchases and sales of RINO Securities during the Class Period. Requests for exclusion will not be accepted if the requests do not include the required information and/or if the requests are not made within the time stated above, unless the requests for exclusion are otherwise accepted by the Court. If you are a potential member of the Class and you, or someone acting on your behalf, does not submit a timely Request for Exclusion, and the Court approves the Settlement, you will be bound by the terms of any judgment that the Court enters. You will be bound by the judgment whether or not you submit a Proof of Claim and Release. The Judgment enjoins the filing or continued prosecution of Released Claims. It also releases the Released Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.

52. If a potential member of the Class requests to be excluded from the Class, that Class Member will not receive any benefit provided for in the Stipulation.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?

If you do not wish to object to the proposed Settlement; the application for attorneys’ fees, reimbursement of expenses, award to Lead Plaintiff; and/or the proposed Plan of Allocation, you need not attend the Final Approval Hearing.

53. Any Class Member who does not request exclusion by August 27, 2012 may appear at the Final Approval Hearing and be heard on any of the matters to be considered at the hearing; provided, however, that no such Person shall be heard unless his, her or its objection or opposition is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Final Approval Hearing, by him, her or it (including proof of all purchases of RINO Securities during the Class Period) with the Clerk’s Office at the United States District Court for the Central District of California, Western Division — Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, on or before August 27, 2012, and is served on the same day by hand or overnight delivery to each of the following:

COUNSEL FOR LEAD PLAINTIFF
Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071

COUNSEL FOR DEFENDANT
KENNITH C. JOHNSON
Jessica Valenzuela Santamaria
Cooley LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

COUNSEL FOR RINO
Patrick D. Robbins
Shearman & Sterling LLP
Four Embarcadero Center, Suite 3800
San Francisco, CA 94111

COUNSEL FOR DEFENDANT
WEIGUO ZHANG
Neal A. Potischman
Davis Polk & Wardwell LLP
1600 El Camino Real
Menlo Park, CA 94025

54. The filing must demonstrate your membership in the Class including the dates and number of RINO Securities purchased and/or sold during the Class Period and prices paid. Only Class Members who have submitted their position in this manner will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You may file an objection without having to appear at the Final Approval Hearing. Class Members who approve of the Settlement need not appear at the Final Approval Hearing.

55. Attendance at the hearing is not necessary; however, Persons wishing to be heard orally in opposition to the approval of the Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees, reimbursement of expenses, and an award to Lead Plaintiff are required to indicate in their written objections their intention to appear at the hearing. Persons who intend to object to the Settlement, the proposed Plan of Allocation, and/or Lead Counsel's application for an award of attorneys' fees, reimbursement of expenses, and award to Lead Plaintiff, and desire to present evidence at the Final Approval Hearing, must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Final Approval Hearing.

56. The Final Approval Hearing may be delayed from time to time by the Court without further written notice to the Class. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Lead Counsel.

Unless otherwise ordered by the Court, any potential member of the Class who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement; the application for attorneys' fees, reimbursement of expenses, and an award to Lead Plaintiff; and/or the proposed Plan of Allocation. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

SPECIAL NOTICE TO BROKERS, BANKS AND OTHER NOMINEES

57. Financial institutions and other nominees who purchased or sold RINO common stock, or purchased or sold RINO call option contracts, or sold or re-purchased put option contracts during the Class Period on behalf of beneficial owners of such securities are directed within fourteen (14) days from the date of this Notice to: (a) send a copy of this Notice and Proof of Claim to such beneficial owners; or (b) provide the names and last-known addresses of such beneficial owners to the Claims Administrator, setting forth: (i) title/registration, (ii) street address, and (iii) city/state/zip; preferably electronically in an MS Excel data table or in an MS Word file, or on computer-generated mailing labels. In the latter case, the Claims Administrator will send copies of the Notice and Proof of Claim to such beneficial owners. All communications with the Claims Administrator and requests for copies of documents should be made to:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063
Telephone: (866) 274-4004
Facsimile: (610) 565-7985
Website: www.strategicclaims.net

After full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying herewith by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

58. This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Central District of California, Western Division — Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012.

59. All inquiries concerning this Notice or the Proof of Claim should be directed to the Claims Administrator at:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063
Telephone: (866) 274-4004
Facsimile: (610) 565-7985
Website: www.strategicclaims.net

or

Laurence M. Rosen
The Rosen Law Firm, P.A.
355 South Grand Avenue, Suite 2450
Los Angeles, CA 90071
Telephone: (213) 785-2610
Facsimile: (213) 226-4684
E-mail: lrosen@rosenlegal.com

Attorneys for Lead Plaintiff and the Class

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE
OF THE CLERK OF THE COURT REGARDING THIS NOTICE**

Dated: May 21, 2012

By Order of the Clerk of the Court
United States District Judge
Central District of California

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

STREAM SICAV AND TODD MARX, Individually and
on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

RINO INTERNATIONAL CORPORATION, et al.,

Defendants.

Case No.: CV-10-8695-DDP (VBKx)

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and an Award to Lead Plaintiff (the "Notice") and the Plan of Allocation of the Net Settlement Fund (the "Plan") that accompany this Proof of Claim and Release ("Proof of Claim" or "claim form"). The Notice and Plan describe the proposed Settlement, how Class Members are affected by it, and the manner in which the Settlement Fund will be distributed, if the Settlement and Plan are approved by the Court. The Notice also contains the definitions of many of the terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim, you will be certifying that you have read and understood the Notice.

2. IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM, BY FIRST-CLASS MAIL, POSTMARKED ON OR BEFORE AUGUST 27, 2012, ADDRESSED TO THE CLAIMS ADMINISTRATOR AT:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

This Proof of Claim is directed to all persons and entities who purchased the common stock and/or call options of RINO, or sold put options of RINO, between March 31, 2009, and November 17, 2010, inclusive, and were damaged thereby. The above described securities are referred to herein as the "Subject Securities." Excluded from the Class are RINO and all Individual Defendants, the immediate family members of each Individual Defendant, any entity in which RINO, any Individual Defendant, or any excluded person has a controlling interest, officers and directors of the Company during the Class Period, and the legal representatives, heirs, predecessors, successors and assigns of any such excluded person or entity. Also excluded from the Class are any Persons who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

3. "Class Member" means any person or entity who is included in the definition of the Class, and did not timely submit a proper request for exclusion in accordance with the requirements set forth in the Notice.

4. "Authorized Claimant" means a Class Member who timely submits to the Claims Administrator a valid Proof of Claim that has been allowed pursuant to the terms of the Stipulation of Settlement dated April 5, 2012 ("Stipulation").

5. If you are not a Class Member, or if you have filed, or someone acting on your behalf has filed, a request for exclusion from the Class, do NOT submit a claim form.

6. To recover as a Class Member, you must complete and sign this Proof of Claim and mail it to the Claims Administrator **post-marked on or before August 27, 2012**. If you fail to file a timely, properly addressed, and completed claim form, your claim may be rejected and you may be precluded from receiving any distribution from the Settlement Fund.

7. Submission of this Proof of Claim does not ensure that you will share in the proceeds of the Settlement Fund. Distributions from the Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan, which is subject to the Court's approval, is included in the Notice.

8. If you have questions or need assistance in filling out this claim form, please contact the Claims Administrator at the above address, by toll-free phone at (866) 274-4004, by e-mail at info@strategicclaims.net, or by visiting the Claims Administrator's website at www.strategicclaims.net and clicking on "Contact."

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

1. You must file a separate claim form for each differently named account and each account with a different type of ownership (e.g., individual account, joint account, IRA account, etc.). However, joint tenants, co-owners or UGMA custodians should file a single claim.

2. All joint purchasers must each sign this Proof of Claim.

3. Agents, executors, administrators, guardians, conservators, custodians and trustees may complete and sign the Proof of Claim on behalf of persons and entities represented by them, but they must identify such persons and entities by name, address, telephone number, Social Security or Tax Identification Number; expressly state the capacity in which they are acting; and provide proof of their authority (e.g., powers of attorney, currently effective letters testamentary, letters of administration, etc.) to do so.

4. You are required to attach **copies only** of genuine and sufficient supporting documentation for all your transactions in the Subject Securities from March 31, 2009, through and including March 7, 2011. Documentation may be photocopies of brokerage confirmation slips or monthly statements. If such documents are not in your possession, please obtain copies or equivalent contemporaneous documents from your broker or financial advisor. Failure to supply acceptable supporting documentation could delay verification or may result in rejection of your claim. Stock Certificates are not sufficient documentation.

5. If your trading activity during the Class Period exceeds 50 transactions, you must provide all purchase and sale information required in the Schedule of Transactions in an electronic file. For a copy of instructions and the parameters concerning electronic submissions, contact the Claims Administrator by toll-free phone at (866) 274-4004, fax at (610) 565-7985, by e-mail at info@strategicclaims.net, or by visiting the Claims Administrator's website at www.strategicclaims.net and clicking on "Contact."

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Stream SICAV and Todd Marx v. RINO International Corp. et al.

PROOF OF CLAIM

Must be received by Claims Administrator postmarked no later than 8/27/12.

Please Type or Print

CLAIMANT IDENTIFICATION

Name

[Grid for Name]

Name 2 (if necessary)

[Grid for Name 2]

Street Address

[Grid for Street Address]

City:

[Grid for City]

State:

[Grid for State]

Zip Code:

[Grid for Zip Code]

Foreign

Province and
Postal Code:

[Grid for Foreign Province and Postal Code]

Foreign
Country:

[Grid for Foreign Country]

Social Security Number or Taxpayer Identification Number (if U.S. Citizen/Resident)

Social Security Number (for individuals)

[Grid for Social Security Number]

Taxpayer Identification Number
(for estates, trusts, corporations, etc.)

[Grid for Taxpayer Identification Number]

(used only to verify claim, and failure to provide could delay same or result in rejection of claim)

Area Code Telephone No. (Day)

[Grid for Area Code and Telephone No. (Day)]

Area Code Telephone No. (Night)

[Grid for Area Code and Telephone No. (Night)]

Area Code Facsimile Number

[Grid for Area Code and Facsimile Number]

Email Address

[Grid for Email Address]

Specify one of the following:

- Individual(s) Corporation UGMA Custodian IRA, Keogh (specify) _____
- Partnership Estate Trust Other: _____

For informational purposes only, please check one of the following:

(1) Claimant was was not an officer or director of RINO International Corporation at any time from March 31, 2009 through November 17, 2010.

(2) If you checked "was," state the position(s) held and the dates of employment or affiliation:

Positions: _____ Dates: _____

SCHEDULE OF TRANSACTIONS IN RINO COMMON STOCK

1. State the total number of shares of RINO common stock **owned** at the close of trading on March 30, 2009, long or short (*must be documented*): _____
2. Separately list each and every **purchase** of RINO common stock during the period March 31, 2009 **through** March 7, 2011, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Price Per Share (excluding commissions, taxes and fees)	Total Cost (excluding commissions, taxes and fees)
□□/□□/□□	□□□□□□□□	\$□□□.□□□□	\$□□□□□□□□.□□
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3. Separately list each and every **sale** of RINO common stock during the period March 31, 2009 **through** March 7, 2011, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Price Per Share (excluding commissions, taxes and fees)	Amount Received (excluding commissions, taxes and fees)
□□/□□/□□	□□□□□□□□	\$□□□.□□□□	\$□□□□□□□□.□□
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4. State the total number of shares of RINO common stock **owned** at the close of trading on March 7, 2011, long or short (*must be documented*): _____

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

THE SCHEDULE OF TRANSACTIONS IN RINO OPTION CONTRACTS APPEARS ON THE FOLLOWING 2 PAGES

SCHEDULE OF TRANSACTIONS IN RINO CALL AND PUT OPTIONS

1. State the total number of RINO call/put option contracts **owned** at the close of trading on March 30, 2009, long or short (*must be documented*):

Type of Option Contract	Expiration Date & Strike Price	Number of Option Contracts	Assigned "A", Exercised "E", or Expired "X"	Assigned or Exercised Date

2. Separately list each and every **purchase** of RINO **call option contract** to open a new position during the period March 31, 2009 **through** November 17, 2010, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Purchased	Price per Contract (excluding commissions, taxes and fees)	Exercised "E" or Expired "X"	Exercise Date
□□/□□/□□					
□□/□□/□□					
□□/□□/□□					

3. Separately list each and every **sale** of RINO **call option contract** indicated above during the period March 31, 2009 **through** November 17, 2010, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Sold	Price per Contract (excluding commissions, taxes and fees)	Exercised "E" or Expired "X"	Exercise Date
□□/□□/□□					
□□/□□/□□					
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4. Separately list each and every **sale** of RINO **put option contract** to open a new position during the period March 31, 2009 **through** November 17, 2010, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Sold	Price per Contract (excluding commissions, taxes and fees)	Assigned "A" or Expired "X"	Assign Date
□□/□□/□□					
□□/□□/□□					
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If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

5. Separately list each and every **re-purchase** of RINO **put option contract** indicated above during the period March 31, 2009 **through** November 17, 2010, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Yr	Expiration Date & Strike Price	Number of Contracts Re-Purchased	Price per Contract (excluding commissions, taxes and fees)	Assigned "A" or Expired "X"	Assign Date
□□/□□/□□					
□□/□□/□□					
□□/□□/□□					

6. State the total number of RINO call/put option contracts **owned** at the close of trading on November 17, 2010, long or short (*must be documented*):

Type of Option Contract	Expiration Date & Strike Price	Number of Option Contracts	Assigned "A", Exercised "E", or Expired "X"	Assign or Exercise Date

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

YOU MUST READ THE RELEASE AND SIGN ON PAGE 19

RELEASE OF CLAIMS

1. Definitions

For the purpose of the Proof of Claim and Release, terms not defined herein shall have the meanings provided for them in the Stipulation, and which are also found in paragraph 41 of the Notice.

2. Statement of Claim and Release

a. By submitting this signed Proof of Claim and Release, you will be certifying under penalty of perjury that you: own(ed) the Subject Securities you have listed in the Proof of Claim and Release; or are expressly authorized to act on behalf of the owner thereof.

b. By submitting this signed Proof of Claim and Release, you will be certifying the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

c. By submitting this signed Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

- i. that Claimant(s) is/are a Class Member(s), as defined in the Notice;
- ii. that I/we have read and understand the contents of the Notice and the Proof of Claim and Release;
- iii. that I am/we are not acting for any of the Defendants, nor am I/are we such Defendant(s) or otherwise excluded from the Class;
- iv. that I/we have not filed a Request for Exclusion from the Class and that I/we do not know of any Request for Exclusion from the Class filed on my/our behalf with respect to my/our transactions in the Subject Securities;
- v. that I/we own(ed) the Subject Securities identified in this Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I/we have the authority to act on behalf of the owner(s) thereof;
- vi. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
- vii. that Claimant(s) desire(s) to participate in the Settlement described in the Notice and agree(s) to the terms and conditions thereof;
- viii. that I/we submit to the jurisdiction of the United States District Court for the Central District of California for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;
- ix. that I/we agree to furnish such additional information with respect to this Proof of Claim and Release as the Parties or the Court may require; and
- x. that I/we waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release.

d. I/We understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, ***including Class Members who are parties to any other actions, arbitrations, or other proceedings against any of the Defendants or Individual Defendants that are pending on the Effective Date***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Final Judgment shall have fully, finally, and forever released, relinquished, settled and discharged all Released Claims against each and every one of the Released Parties, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member; and further that each Class Member is forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting against any of the Released Parties, and each of them, any of the Released Claims; ***provided, however***, that nothing in the Final Judgment shall bar any action or claim to enforce the terms of the Stipulation or the Final Judgment.

3. Certifications

a. I/We certify that I am/we are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, please strike out the word "NOT" in the certification above.

b. I/We certify under penalty of perjury under the laws of the United States of America, that the foregoing information supplied by the undersigned and the supporting documents attached hereto, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim and Release form was executed this _____ day of _____, 2012

in _____ (City), _____ (State/Country).

Signature of Claimant

(Print your name here)

Signature of Joint Claimant, if any

(Print your name here)

Signature of person signing on behalf of Claimant

(Print your name here)

Capacity of person signing on behalf of Claimant (e.g., Executor, President, Custodian, etc.)

THIS PROOF OF CLAIM MUST BE MAILED, TOGETHER WITH SUPPORTING DOCUMENTATION, *POSTMARKED NO LATER THAN AUGUST 27, 2012*, TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS BELOW.

In re RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street — Suite 3
Media, PA 19063

FIRST CLASS MAIL
U.S. POSTAGE
PAID
PERMIT NO. 138
PHILADELPHIA, PA

PLEASE FORWARD

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT
AMOUNT OF TIME, POSSIBLY UP TO ONE YEAR FROM THE
DEADLINE DATE FOR FILING YOUR CLAIM FORM.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the Release and Certification.
2. If this claim is being made on behalf of joint claimants, then both must sign.
3. Please do not send originals of securities certificates. Remember to attach only **copies** of supporting documents. These must include documentation of: (a) opening and closing balances, as set forth in the Schedule of Transactions on pages 15, 16, and 17; and (b) all transactions in the Subject Securities from March 31, 2009 through March 7, 2011, inclusive, for common stock and from March 31, 2009 through November 17, 2010, inclusive, for options.
4. If your address changes in the future, or if these documents were sent to you at an old or incorrect address, please send us **written** notification of your new address.
5. Keep a copy of your completed claim form and all documentation submitted for your records.
6. You will **not** receive confirmation that your Proof of Claim and Release have been received **unless** you send it via Certified Mail, Return Receipt Requested or by some other means which provide you with proof of receipt. **You will bear all risks of delay or non-delivery of your claim.**
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

RINO Securities Litigation
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063
Telephone: (866) 274-4004
Facsimile: (610) 565-7985
Website: www.strategicclaims.net