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VIA FEDERAL EXPRESS

Keith D. Lawton
221 Hidden Valley Lane
Castle Rock, CO 80108

March 12, 2007

RE: May 2002 purchase of Auto Insurance Shopper, Inc. stock from Harvey Lawton

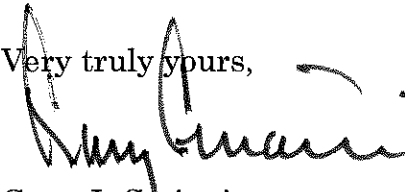
Dear Mr. Lawton:

We have been retained by Harvey Lawton to investigate the circumstances surrounding your purchase of his ten percent share of Auto Insurance Shopper, Inc. in May of 2002 (the "Sale"). When the Sale was consummated, you were serving as an officer and director of Auto Insurance Shopper, Inc. ("AIS"), which was a closely held corporation at the time. Conversely, Harvey Lawton was a minority shareholder with no managerial responsibilities relative to AIS.

In these circumstances, Colorado Courts recognize what is known as the "special facts doctrine"—essentially a legal rule which imposes a fiduciary duty of full disclosure on corporate officers in transactions with a shareholder involving the transfer of stock. A number of circumstances giving rise to the application of the special facts doctrine exist in this case—AIS was closely held; the AIS shares were unlisted; there was a familial relationship between the parties to the sale; you initiated the sale; and we suspect that the AIS sale was pending (or at least contemplated) at the time of the Sale. *See Van Schaack Holdings, Ltd. v. Van Schaack*, 867 P.2d 892, 897 (Colo. 1994). Under the special facts doctrine, "it is a violation of a fiduciary duty for an officer or director of a closed corporation to purchase the stock of minority shareholders without disclosing material facts affecting the value of the stock, known to the purchasing officer or director by virtue of his position but not known to the selling shareholder." *Id.* at 899. Similarly, it is a violation of the Colorado Securities Act to purchase or sell a security by means of a material misrepresentation or omission of a material fact. C.R.S. §§ 11-51-501 & 604.

Here, we are presented with a situation where you paid Harvey Lawton \$400,000 for his ten percent share in AIS. Assuming the purchase price was fair, the total value of AIS at the time of the Sale was approximately \$4 million. That is only 1/25th of the value ascribed to AIS when it was sold to private equity investors for \$100 million less than three years later. It is exceedingly rare for a company to increase in value by 2500% in less than three years. As such, we believe that AIS was worth more than \$4 million in 2002 and that you breached your fiduciary duty to Harvey Lawton (and violated the Colorado Securities Act) by purchasing Harvey's AIS shares for a depressed price after failing to disclose material facts which would have indicated AIS's true value as of the date of the Sale.

Unless you can substantiate and explain the propriety of the purchase price at the time of the Sale, as well as the apparent meteoric rise in the value of AIS following the sale, we will conclude that you obtained Harvey Lawton's 10% interest in AIS at a below market price as a result of your failure to disclose to Harvey material facts affecting the value of AIS. If you can substantiate the purchase price and increase in value (and we do not believe that you can), we hereby demand such explanation in writing, accompanied by appropriate documentation, delivered to our offices at the address above no later than April 6, 2007. If you cannot explain or substantiate the purchase price and increase in value, we hereby demand payment, on or before April 6, 2007, in the amount of \$10,034,076 (the difference between ten percent of the 2005 sale price and the total paid to Harvey Lawton pursuant to the 2002 Sale, with prejudgment interest on the outstanding difference from the date of the Sale to April 6, 2007 at 6% per annum). Failing the receipt of payment or an adequate explanation, we will be forced to commence legal proceedings to address your wrongdoing in connection with the Sale.

Very truly yours,

Gary J. Ceriani

SWW

From: (303)534-9000
 Scott W. Wilkinson, Esq.
 Davis & Ceriani
 1350 17th Street
 Suite 400
 Denver, CO 80202



Ship Date: 12MAR07
 ActWgt: 1.0 LB
 System#: 7475403/INET2600
 Account#: S *****

Invoice #
 Reference # Lawton/Netquote.com
 PO #
 Dept # Ship ID

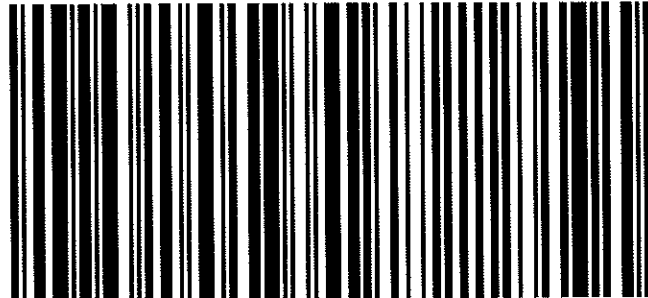
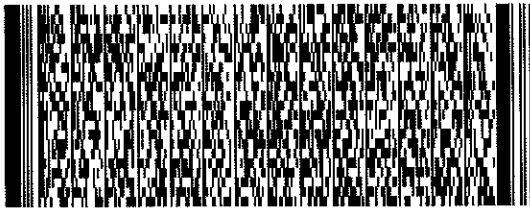
SHIP TO: (303)534-9000

Keith D. Lawton

221 Hidden Valley Lane

Castle Rock, CO 80108

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Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

IMPORTANT: TRANSMIT YOUR SHIPPING DATA AND PRINT A MANIFEST:

At the end of each shipping day, you should perform the FedEx Ground End of Day Close procedure to transmit your shipping data to FedEx. To do so, click on the Ground End of Day Close Button. If required, print the pickup manifest that appears. A printed manifest is required to be tendered along with your packages if they are being picked up by FedEx Ground. If you are dropping your packages off at a FedEx drop off location, the manifest is not required.

NOTE: Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented loss. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.