

EXHIBIT "A"

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
THE MIIX GROUP, INC., <u>et al.</u> ,)	Case No. 04-13588 (MFW)
)	
Debtors.)	Jointly Administered

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) DEADLINE FOR VOTING ON THE DEBTORS' PLAN, (III) HEARING TO
CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE AND
PROCEDURES FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF CLAIMS IN CLASSES 2, 3 AND 4

PLEASE TAKE NOTICE THAT YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE DEBTORS' FIRST AMENDED PLAN OF ORDERLY LIQUIDATION FOR THE MIIX GROUP, INC., ET AL. (INCLUDING ALL EXHIBITS THERETO AND AS THE SAME MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN"). YOU SHOULD CAREFULLY REVIEW THE MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE WITH RESPECT TO THE PLAN (INCLUDING ALL EXHIBITS THERETO AND AS THE SAME MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME, THE "DISCLOSURE STATEMENT") ENCLOSED HERewith, IN ORDER TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS SUPPORT CONFIRMATION OF THE PLAN. ACCORDINGLY, THE DEBTORS URGE ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED TO VOTE TO ACCEPT THE PLAN.

APPROVAL OF DISCLOSURE STATEMENT

PLEASE TAKE FURTHER NOTICE that, by order dated January 4, 2006 (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"), the Disclosure Statement was approved as containing adequate

information within the meaning of section 1125 of title 11 of the United States Code (as amended, the “Bankruptcy Code”).

DEADLINE FOR VOTING ON THE PLAN

PLEASE TAKE FURTHER NOTICE that, by the Disclosure Statement Order, the Court established **February 3, 2006 at 4:00 p.m. (Eastern Time)** (the “Voting Deadline”) as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, your ballot (which is enclosed herewith) must actually be received on or before the Voting Deadline by Delaware Claims Agency, LLC (the “Voting Agent”), P.O. Box 515, Wilmington, Delaware 19899, Attn: MIIX Balloting Center. Ballots received by facsimile or electronic mail will not be counted.

CONFIRMATION HEARING

PLEASE TAKE FURTHER NOTICE that on **February 13, 2006 at 9:30 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “Confirmation Hearing”) will be held before the Honorable Mary F. Walrath, at the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., 5th Floor, Wilmington, Delaware 19801 to consider confirmation of the Debtors’ First Amended Plan of Orderly Liquidation for The MIIX Group, Inc., *et al.* (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such adjournment in open court at the Confirmation Hearing or any adjournment thereof. Additionally, the Plan may be modified in accordance with the Bankruptcy

Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

**SUMMARY OF PLAN INJUNCTION,
LIMITATION OF LIABILITY AND EXCULPATION**

PLEASE TAKE FURTHER NOTICE that the Plan¹ contains the exculpation, limitation of liability, injunction and release provisions set forth below:

Exculpation. *Except as otherwise specifically provided in this Plan, upon the Effective Date, none of the Debtors, the Creditors' Committee and its members, or any of the Professionals shall have or incur, and are hereby released from, any Claim, obligation, cause of action or liability to one another or to any holder of a Claim or an Interest, or any other party in interest, or any of their respective officers, directors, shareholders, members and/or enrollees, employees, representatives, advisors, attorneys, financial advisors, investment bankers, agents, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formation, negotiation, and pursuit of Confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for their gross negligence, willful misconduct or fraud, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities (if any) under this Plan.*

Limitation of Liability. *Except as expressly set forth in the Plan, following the Effective Date, none of the Debtors, the Liquidating Trustee, the Creditors' Committee, or any of their respective members, officers, directors, employees, advisors, attorneys, professionals or agents shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Cases, the negotiation and pursuit of confirmation of the Plan, the consummation of the Plan or any contract, instrument, release or other agreement or document created in connection with this Plan, or the administration of the Plan or the property to be distributed under the Plan, except for fraud, gross negligence or willful misconduct.*

Except as expressly set forth in the Plan, following the Effective Date, neither the Creditors nor Retirement Savings Plan participants and their beneficiaries, shall have any claim related to, or arising out of, the Retirement Savings Plan against the Debtors, their subsidiaries and affiliates, the Liquidating Trustee, the Creditors' Committee, or any of their respective members, officers, directors, employees, advisors, attorneys, professionals or agents. Upon the termination and trusteeship of the Pension Plan by the PBGC, the Pension Plan participants will be paid benefits under the Pension Plan by the PBGC pursuant to Title IV of ERISA, and Pension Plan participants shall look solely to the PBGC for their benefits under the Pension Plan.

Injunction. *Except as otherwise specifically provided in the Plan or the Confirmation Order, all Entities who have held, hold or may hold claims, rights, causes of action, liabilities or any equity*

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Plan.

interests based upon any act or omission, transaction or other activity of any kind or nature related to the Debtors or the Chapter 11 Cases that occurred prior to the Effective Date, other than as expressly provided in this Plan or the Confirmation Order, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such Entity has voted to accept the Plan, and any successors, assigns or representatives of such Entities shall be precluded and permanently enjoined on and after the Effective Date from (a) the commencement or continuation in any manner of any claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or claim against the Debtors, or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Claim, Interest or any other right or claim against the Debtors, or any assets of the Debtors which such Entities possessed or may possess prior to the Effective Date, (c) the creation, perfection or enforcement of any encumbrance of any kind with respect to any Claim, Interest or any other right or claim against the Debtors or any assets of the Debtors which they possessed or may possess prior to the Effective Date, and (d) the assertion of any Claims that are released hereby.

Releases. *Pursuant to the Purchase Agreement and the Plan, Debtors release all claims, if any, (a) that Purchaser is the alter ego of the Debtors under a theory of corporate veil piercing or otherwise or (b) against Purchaser under theories of successor liability as a result of any transactions between Purchaser or Purchaser's affiliates, on the one hand, and Debtors or Debtors' affiliates, on the other hand, which occurred prior to the date of the Purchase Agreement (collectively, "Plan Release Claims").*

Effective as of April 12, 2005, Purchaser releases any and all claims Purchaser has or may have against the Debtors, except claims arising from any breach of the Purchase Agreement. Notwithstanding the foregoing, if the Debtors or any party claiming through the Debtors, or as successor to the Debtors, or whose claim is derivative to that held by the Debtors, asserts any Plan Release Claim against Purchaser, Purchaser may assert as either affirmative claims seeking recovery (to the extent consistent with the Bankruptcy Code and applicable law) and/or as defenses to the Plan Release Claims, any claim Purchaser may otherwise have against the Debtors. In the event such affirmative claims are filed by Purchaser, the Debtors retain any defenses and set-offs with respect to such claims.

Notwithstanding anything to the contrary contained herein or the Purchase Agreement, the Debtors are not releasing and are not agreeing to release any rights or claims of the Debtors to the extent any such release would limit or abridge any rights and claims that would arise by subrogation or otherwise in favor of any insurer of the Debtors in connection with policies of insurance under which the Debtors are an insured party or otherwise holds an interest, but only to the extent such release could impair any of the Debtors' rights or obligations under such policies. If any such claim is asserted against Purchaser, Purchaser may assert any defenses to such claims (and not as affirmative claims seeking recovery of money or other relief from the Debtors or Debtors' insurer, except as a set-off against any judgment that may be entered against Purchaser) or any claims Purchaser may otherwise have against the Debtors in connection with claims asserted by such insurer of the Debtors.

If the Debtors assert any claims, except claims arising from any breach of Purchase Agreement (for which Purchaser may assert defenses related to such claims for breach, if any), against Purchaser, Purchaser may assert any defenses and counterclaims to such claims that Purchaser may otherwise have against the Debtors (but may not assert such defenses or counterclaims as affirmative claims seeking recovery of money or other relief from the Debtors, except as a set-off against any judgment that may be entered against Purchaser).

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

PLEASE TAKE FURTHER NOTICE that objections, if any, to confirmation of the Plan, including, without limitation to the releases described therein, and including, without limitation any supporting memoranda, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware 19801, together with proof of service, and shall (a) state the name and address of the objecting party and the amount of its Claim or the nature of its interest in the Debtors' chapter 11 cases, (b) identify the provision or provisions of the Plan objected to and, for any objection asserted, the legal and factual basis for such objection, and (c) be served upon:

Counsel for the Debtors

DRINKER BIDDLE & REATH LLP
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Attn: Andrew J. Flame, Esq.

Counsel for the Official Committee of Unsecured Creditors

LOWENSTEIN SANDLER PC
65 Livingston Avenue
Roseland, NJ 07068
Attn: Peter J. D'Auria, Esq.

- and -

JASPAN SCHLESINGER HOFFMAN LLP
913 North Market Street, 12th Floor
Wilmington, DE 19801
Attn: Frederick B. Rosner, Esq.

The United States Trustee

Office of the United States Trustee
844 N. King Street, Room 2207, Lockbox 35
Wilmington, DE 19801
Attn: Joseph McMahon, Esq.

by hand delivery or in a manner as will cause such objection to be received by all such parties on or before **4:00 p.m. (Eastern Time) on February 3, 2006**. Any objection not timely filed and served as set forth above shall be deemed waived and will not be considered by the Court.

Dated: January 4, 2006

DRINKER BIDDLE & REATH LLP

/s/ Andrew C. Kassner

Andrew C. Kassner (DE 4507)

Andrew J. Flame (DE 4398)

1100 N. Market Street, Suite 1000

Wilmington, DE 19801

Telephone: (302) 467-4200

Facsimile: (302) 467-4201

Counsel for the Debtors and
Debtors-in-Possession

EXHIBIT “B”

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
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THE MIIX GROUP, INC., et al.,) Case No. 04-13588 (MFW)
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Debtors.) Jointly Administered

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING
TO CONSIDER CONFIRMATION OF THE PLAN,
AND (III) DEADLINE AND PROCEDURES FOR FILING
OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF CLAIMS AND INTERESTS IN CLASSES 1, 5 AND 6

APPROVAL OF DISCLOSURE STATEMENT

PLEASE TAKE FURTHER NOTICE that, by order dated January 4, 2006 (the "Disclosure Statement Order") of the United States Bankruptcy Court for the District of Delaware (the "Court"), the Disclosure Statement was approved as containing adequate information within the meaning of section 1125 of title 11 of the United States Code (as amended, the "Bankruptcy Code").

CONFIRMATION HEARING

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exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the “Plan”).

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such adjournment in open court at the Confirmation Hearing or any adjournment thereof. Additionally, the Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

CLASSES OF CLAIMS NOT ENTITLED TO VOTE

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Plan and the Bankruptcy Code, holders of Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan. Class 5 Intercompany Claims and Class 6 Interests are conclusively presumed to have rejected the Plan. You have been sent this notice because you are a holder of either a Class 1 Other Priority Claim, Class 5 Intercompany Claim or Class 6 Interest.

SUMMARY OF PLAN INJUNCTION, LIMITATION OF LIABILITY AND EXCULPATION

PLEASE TAKE FURTHER NOTICE that the Plan¹ contains the exculpation, limitation of liability and injunction provisions set forth below:

Exculpation. *Except as otherwise specifically provided in this Plan, upon the Effective Date, none of the Debtors, the Creditors’ Committee and its members, or any of the Professionals shall have or incur, and are hereby released from, any Claim, obligation, cause of action or liability to one another or to any holder of a Claim or an Interest, or any other party in interest, or any of their respective officers, directors, shareholders,*

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Plan.

members and/or enrollees, employees, representatives, advisors, attorneys, financial advisors, investment bankers, agents, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formation, negotiation, and pursuit of Confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for their gross negligence, willful misconduct or fraud, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities (if any) under this Plan.

Limitation of Liability. *Except as expressly set forth in the Plan, following the Effective Date, none of the Debtors, the Liquidating Trustee, the Creditors' Committee, or any of their respective members, officers, directors, employees, advisors, attorneys, professionals or agents shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Cases, the negotiation and pursuit of confirmation of the Plan, the consummation of the Plan or any contract, instrument, release or other agreement or document created in connection with this Plan, or the administration of the Plan or the property to be distributed under the Plan, except for fraud, gross negligence or willful misconduct.*

Except as expressly set forth in the Plan, following the Effective Date, neither the Creditors nor Retirement Savings Plan participants and their beneficiaries, shall have any claim related to, or arising out of, the Retirement Savings Plan against the Debtors, their subsidiaries and affiliates, the Liquidating Trustee, the Creditors' Committee, or any of their respective members, officers, directors, employees, advisors, attorneys, professionals or agents. Upon the termination and trusteeship of the Pension Plan by the PBGC, the Pension Plan participants will be paid benefits under the Pension Plan by the PBGC pursuant to Title IV of ERISA, and Pension Plan participants shall look solely to the PBGC for their benefits under the Pension Plan.

Injunction. *Except as otherwise specifically provided in the Plan or the Confirmation Order, all Entities who have held, hold or may hold claims, rights, causes of action, liabilities or any equity interests based upon any act or omission, transaction or other activity of any kind or nature related to the Debtors or the Chapter 11 Cases that occurred prior to the Effective Date, other than as expressly provided in this Plan or the Confirmation Order, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such Entity has voted to accept the Plan, and any successors, assigns or representatives of such Entities shall be precluded and permanently enjoined on and after the Effective Date from (a) the commencement or continuation in any manner of any claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or claim against the Debtors, or any assets of the Debtors which they possessed or may possess prior to the Effective Date, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Claim, Interest or any other right or claim against the Debtors, or any assets of the Debtors which such Entities possessed or may possess prior to the Effective Date, (c) the creation, perfection or enforcement of*

any encumbrance of any kind with respect to any Claim, Interest or any other right or claim against the Debtors or any assets of the Debtors which they possessed or may possess prior to the Effective Date, and (d) the assertion of any Claims that are released hereby.

Releases. *Pursuant to the Purchase Agreement and the Plan, Debtors release all claims, if any, (a) that Purchaser is the alter ego of the Debtors under a theory of corporate veil piercing or otherwise or (b) against Purchaser under theories of successor liability as a result of any transactions between Purchaser or Purchaser's affiliates, on the one hand, and Debtors or Debtors' affiliates, on the other hand, which occurred prior to the date of the Purchase Agreement (collectively, "Plan Release Claims").*

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Notwithstanding anything to the contrary contained herein or the Purchase Agreement, the Debtors are not releasing and are not agreeing to release any rights or claims of the Debtors to the extent any such release would limit or abridge any rights and claims that would arise by subrogation or otherwise in favor of any insurer of the Debtors in connection with policies of insurance under which the Debtors are an insured party or otherwise holds an interest, but only to the extent such release could impair any of the Debtors' rights or obligations under such policies. If any such claim is asserted against Purchaser, Purchaser may assert any defenses to such claims (and not as affirmative claims seeking recovery of money or other relief from the Debtors or Debtors' insurer, except as a set-off against any judgment that may be entered against Purchaser) or any claims Purchaser may otherwise have against the Debtors in connection with claims asserted by such insurer of the Debtors.

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Counsel for the Debtors

DRINKER BIDDLE & REATH LLP
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Attn: Andrew J. Flame, Esq.

Counsel for the Official Committee of Unsecured Creditors

LOWENSTEIN SANDLER PC
65 Livingston Avenue
Roseland, NJ 07068
Attn: Peter J. D'Auria, Esq.

- and -

JASPAN SCHLESINGER HOFFMAN LLP
913 North Market Street, 12th Floor
Wilmington, DE 19801
Attn: Frederick B. Rosner, Esq.

The United States Trustee

Office of the United States Trustee
844 N. King Street, Room 2207, Lockbox 35
Wilmington, DE 19801
Attn: Joseph McMahon, Esq.

by hand delivery or in a manner as shall cause such objection to be received by all such parties on or before **4:00 p.m. (Eastern Time) on February 3, 2006**. Any objection not timely filed and served as set forth above shall be deemed waived and will not be considered by the Court.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

PLEASE TAKE FURTHER NOTICE that copies of the Plan and Disclosure Statement have been filed with the Bankruptcy Court and may be obtained by parties in interest at the Debtors' expense upon written request to Drinker Biddle & Reath LLP, 1100 N. Market Street, Suite 1000, Wilmington, DE 19801 (Attn: Andrew J. Flame), facsimile: (302) 467-4201. In addition, copies of the Disclosure Statement and the Plan may be found on the Bankruptcy Court's website, www.deb.uscourts.gov, and are on file with the Clerk of the Bankruptcy Court, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801.

Dated: January 4, 2006

DRINKER BIDDLE & REATH LLP

/s/ Andrew C. Kassner

Andrew C. Kassner (DE 4507)
Andrew J. Flame (DE 4398)
1100 N. Market Street, Suite 1000
Wilmington, DE 19801
Telephone: (302) 467-4200
Facsimile: (302) 467-4201

Counsel for the Debtors and
Debtors-in-Possession