

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JACK REYNOLDS, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

REPSOL YPF, S.A., *et al.*,

Defendants.

06 Civ. 733 (LEAD)
ECF Case

RICHARD MURAD, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

REPSOL YPF, S.A., *et al.*,

Defendants.

06 Civ. 1014
ECF Case

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS, ENTITIES, OR LEGAL BENEFICIARIES OR PARTICIPANTS IN ANY ENTITIES, WHO PURCHASED OR OTHERWISE ACQUIRED AMERICAN DEPOSITORY SHARES (“ADSs”) OF REPSOL YPF, S.A. (INCLUDING, WITHOUT LIMITATION, THROUGH THE EXERCISE OF WARRANTS OR OPTIONS), DURING THE PERIOD BETWEEN FEBRUARY 22, 2005 AND JANUARY 27, 2006, INCLUSIVE (THE “SETTLEMENT CLASS”).

THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ THIS ENTIRE NOTICE CAREFULLY

A federal court authorized this Notice. This is not a solicitation from a lawyer.

SUMMARY NOTICE

STATEMENT OF PLAINTIFFS’ RECOVERY: Lead Plaintiffs, Jack Reynolds, Charles A. Kubo and John L. Brooks, III, on behalf of themselves and the Settlement Class, (collectively, “Plaintiffs”) have entered into a proposed settlement with defendants Repsol YPF, S.A. (“Repsol”), Antonio Brufau Niubó, and Luis Mañas Antón (collectively, “Defendants;” together with Plaintiffs, the “Parties”) that will resolve all claims of the Lead Plaintiffs and the Settlement Class against Defendants in the above-captioned consolidated actions (the “Action”).

The Settlement will create a settlement fund of Eight Million Dollars (\$8,000,000) in cash, plus interest (the “Settlement Fund”). The average recovery per ADS is estimated to be \$0.31, before the deduction of attorneys’ fees and expenses, as approved by the Court. However, some Settlement Class Members may recover more or less than this amount depending on, among other factors, when their ADSs were purchased, acquired or sold. The plan of allocation of the Settlement Fund is described below in the section entitled “Plan of Allocation” in this Notice.

THE ACTION: The Settlement resolves class action litigation over whether the Defendants made material misrepresentations and/or omissions in press releases and financial statements filed with the Securities and Exchange Commission (“SEC”) for the purpose of concealing the true nature of Repsol’s operating results and future prospects in violation of the federal securities laws.

STATEMENT OF POTENTIAL OUTCOME: The Parties disagree on both liability and damages and do not agree on the average amount of damages that would be recoverable if Plaintiffs were to have prevailed on each claim alleged against Defendants. The issues on which the Parties disagree include: (a) whether the statements made or facts allegedly omitted were materially false or misleading, or otherwise actionable under the federal securities laws; (b) the appropriate

economic models for determining the amounts by which Repsol ADSs were allegedly artificially inflated (if at all) during the Settlement Class Period; (c) the amounts by which Repsol ADSs were allegedly artificially inflated (if at all) during the Settlement Class Period; (d) the effect of various market forces influencing the trading prices of Repsol ADSs at various times during the Settlement Class Period; (e) the extent to which external factors, such as general market and industry conditions, influenced the trading prices of Repsol ADSs at various times during the Settlement Class Period; and (f) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the trading prices of Repsol ADSs at various times during the Settlement Class Period.

Plaintiffs estimate that, if the Settlement Class prevailed on all of its claims against Defendants, the reasonable damages could exceed the Settlement Fund, although the amount would increase or decrease significantly using different assumptions and methodologies. However, there is also a significant risk that the Settlement Class would not recover the maximum amount, or any amount, in light of (i) liability defenses of Defendants; (ii) challenges to Lead Plaintiffs' damages calculations; and (iii) challenges relating to whether Lead Plaintiffs could prove that the actions of Defendants were the cause of the decline in the price of Repsol ADSs or the cause of any of the losses sustained by the Settlement Class and its members. Defendants deny that they are liable to Lead Plaintiffs or the Settlement Class for their claims relating to Repsol ADSs and deny that Lead Plaintiffs or the Settlement Class have suffered any damages relating to their investments in Repsol ADSs.

STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT: Lead Counsel have litigated this Action on a contingent basis and have conducted this litigation and advanced the expenses of litigation with the expectation that if they were successful in recovering money for the Settlement Class, they would receive fees and their expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will make an application to the Court for an award of attorneys' fees in connection with this Settlement not to exceed 25% of the Settlement Fund, plus interest. Lead Counsel also will apply for payment of expenses incurred in prosecuting the Settlement Class's claims in an amount not to exceed \$300,000, plus interest. If Lead Counsel's application for attorneys' fees and expenses is awarded in these amounts, it will affect the recovery of the Settlement Class in the amount of \$0.08 per ADS.

IDENTIFICATION OF ATTORNEYS' REPRESENTATIVES: Lead Counsel are available to answer questions from members of the Settlement Class concerning any matter contained in this Notice:

COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
Samuel H. Rudman
David A. Rosenfeld
58 South Service Road, Suite 200
Melville, New York 11747
Telephone: (631) 367-7100

SCHIFFRIN BARROWAY TOPAZ
& KESSLER, LLP
Michael K. Yarnoff
John A. Kehoe
Kay E. Sickles
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706

REASONS FOR THE SETTLEMENT: A full statement of the reasons for the Settlement is set forth below. In summary, Lead Plaintiffs believe that the Settlement is fair, reasonable and in the best interests of the Settlement Class considering the amount of the Settlement, the percentage of damages recovered, and the immediacy of recovery to the Settlement Class. Lead Plaintiffs further recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through discovery, trial and possible appeals, and have also considered the uncertain outcome and the risk of any further litigation, especially in a complex action such as this Action, as well as the difficulties inherent in any such litigation. Lead Plaintiffs are also mindful of the inherent problems of proof and possible defenses to the federal securities law violations asserted against Defendants.

PURPOSE OF THIS NOTICE AND DESCRIPTION OF THE SETTLEMENT.

The purpose of this Notice, which is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and pursuant to court order, is to inform you of the Settlement with Defendants for \$8,000,000 ("Settlement Amount") in cash, plus interest. The Settlement Amount (after deduction of Court-approved costs, expenses and attorneys' fees), plus interest, will be distributed to Settlement Class Members who timely submit valid Proof of Claim and Release forms ("Proofs of Claim") (as described below in Section 4).

You or a member of your family may be included in the Settlement Class certified for purposes of this Settlement. The Settlement Class is defined as: all persons, entities, or legal beneficiaries or participants in any entities, who purchased or otherwise acquired ADSs of Repsol (including, without limitation, through the exercise of warrants or options), during the period between February 22, 2005 and January 27, 2006, inclusive. Excluded from the Settlement Class are: (i) the Defendants; (ii) members of the families of defendants Antonio Brufau Niubó and Luis Mañas Antón; (iii) any officer or director of Repsol; (iv) any firm, trust, corporation, officer, or other entity in which any Defendant has or had a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party.

If this description applies to you, you have a right to know about the proposed Settlement, and about all your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

1. BACKGROUND OF THE ACTION AND THE SETTLEMENT.

On January 31, 2006 and February 9, 2006, two actions were filed in the United States District Court for the Southern District of New York (the "Court") by and on behalf of persons and entities who purchased or otherwise acquired American Depository Receipts of Repsol between July 28, 2005 and January 27, 2006. On May 25, 2006, the actions were consolidated by order of the Court. On June 9, 2006, the Court appointed Jack Reynolds, Charles A. Kubo and John L. Brooks, III as Lead Plaintiffs ("Lead Plaintiffs") for the putative class. The Court also approved the appointment of the law firms of Lerach Coughlin Stoia Geller Rudman & Robbins LLP (now known as Coughlin Stoia Geller Rudman & Robbins LLP) and Schiffrin & Barroway, LLP (now known as Schiffrin Barroway & Kessler, LLP) to serve as Co-Lead Counsel ("Lead Counsel") for Lead Plaintiffs and the putative class.

On September 1, 2006, Lead Plaintiffs filed a Consolidated Amended Class Action Complaint for Violation of Federal Securities Laws (the "Complaint") on behalf of themselves and all other persons and entities who purchased or acquired Repsol ADSs listed on the New York Stock Exchange during the period February 22, 2005 through January 27, 2006, inclusive. The Complaint charged Defendants with violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by the SEC. Defendants deny the allegations asserted in the Complaint and believe that the evidence would demonstrate, among other things, that Defendants did not make any false or misleading statements and that any decline in the price of Repsol ADSs during the Settlement Class Period was due to factors entirely unrelated to any conduct of Defendants. The Court has not ruled on the merits of any of the claims asserted by Lead Plaintiffs.

After Lead Plaintiffs filed the Complaint, the Lead Plaintiffs and Defendants engaged in settlement discussions concerning the merits of the claims asserted, the facts alleged in the Complaint, Defendants' anticipated defenses and a possible resolution of the Action. Lead Plaintiffs and Defendants reached a settlement in February 2007. Thereafter, Defendants produced to Lead Plaintiffs informal discovery and the Parties negotiated the terms of the Settlement. On June 4, 2007, Lead Plaintiffs, on behalf of themselves and the Settlement Class, entered into a Stipulation and Agreement of Settlement (the "Stipulation") with Defendants.

2. RELEASES AND DISMISSAL OF THE ACTION.

If the Settlement is approved, in consideration for the Settlement Amount to be paid by Defendants, the Court will enter a Judgment that will dismiss with prejudice all of Lead Plaintiffs' and the Settlement Class's claims against Defendants. The Court will bar and permanently enjoin Lead Plaintiffs and each Settlement Class Member, whether or not such Settlement Class Member has submitted a Proof of Claim, from prosecuting any of the Released Claims (as defined below) against any of the Released Parties (as defined below), and any such Settlement Class Member shall be conclusively deemed to have fully, finally and forever released, relinquished and discharged any and all such Released Claims.

"Released Claims" means the release by Lead Plaintiffs and all Settlement Class Members of all claims of every nature and description, whether known or unknown, that were or could have been asserted in the Action by Lead Plaintiffs or members of the Settlement Class against any or all of the Released Parties under state, federal or foreign law, including but not limited to all claims, cross-claims, counterclaims, or third-party claims, whether asserted in the complaints in the Action, in this Court, in any federal or state court, or in any other court, arbitration, administrative agency, or other forum in the United States or elsewhere, arising out of, relating to, or in connection with (a) any investment in (including, but not

limited to, purchases, sales, and decisions to hold) Repsol's publicly traded securities (including but not limited to Repsol's ADSs) and (b) the acts, facts, statements or omissions asserted against Defendants in the Action.

"Released Parties" means Defendants and each of Defendants' present or former parents, subsidiaries, divisions, affiliates, successors, and assigns, and each of their respective present or former officers, directors, employees, members, partners, principals, agents, attorneys, advisors, consultants, trustees, fiduciaries, accountants, auditors, insurers, representatives, and associates, and the predecessors, estates, heirs, executors, administrators, trusts, trustees, successors, and assigns of each.

3. REASONS FOR THE SETTLEMENT.

After consultation with Lead Counsel and after Lead Counsel's substantial investigation and review of the documents provided to Lead Plaintiffs during confirmatory discovery, Lead Plaintiffs and Lead Counsel have determined that the Settlement is in the best interests of the Settlement Class and recommend that the Settlement be approved by the Court. Lead Plaintiffs considered many factors in deciding to recommend the Settlement to the Court. These reasons include that the risks involved in succeeding at trial against Defendants are significant. Defendants have denied and continue to deny that they have committed any act or omission giving rise to any liability and/or violation of law. Lead Plaintiffs, without conceding any defect or lack of merit in the claims they have asserted, acknowledge that they face considerable uncertainties with respect to their claims relating to, among other things, defenses that Defendants are likely to assert; their ability to demonstrate Defendants' knowing or reckless conduct with respect to statements they made during the Settlement Class Period; whether Defendants' conduct was the cause of any declines in the price of Repsol ADSs or any losses incurred by the Settlement Class; and whether they could prove any reliance of the members of the Settlement Class with respect to the alleged false or misleading statements.

4. PLAN OF ALLOCATION.

The Stipulation provides for an allocation of the Settlement Fund for which the Parties are also seeking Court approval. The Plan of Allocation provides that the Net Settlement Fund shall be allocated to Settlement Class Members according to a Plan of Allocation set forth below.

After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Settlement Fund will be distributed, as follows: (i) To pay costs and expenses in connection with providing notice to the Settlement Class and administering the Settlement on behalf of the Settlement Class; (ii) To pay Lead Counsel's fees, with interest thereon, and to reimburse Lead Counsel for their expenses incurred during the prosecution of this Action, with interest thereon, if and to the extent allowed by the Court; and (iii) To pay the reasonable costs incurred in the preparation of any tax returns required to be filed on behalf of the Settlement Fund as well as the taxes (and any interest and penalties determined to be due thereon) owed by reason of the earnings of the Settlement Fund, including taxes and tax expenses. The balance of the Settlement Fund after these expenditures ("Net Settlement Fund") shall be distributed in accordance with the Plan of Allocation, as approved by the Court, to members of the Settlement Class who submit valid and timely Proofs of Claim ("Authorized Claimants").

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid claim forms that Settlement Class Members submit, how many Repsol ADSs you purchased or otherwise acquired, and when you bought, acquired and sold your ADSs. By following the Plan of Allocation described here, you can calculate your "Recognized Claim." The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formula is not intended to be an estimate of the amount a Settlement Class Member 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 Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. Each Authorized Claimant shall be paid the percentage that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants.

The Basis for the Calculation of Your Recognized Claim

The following proposed Plan of Allocation reflects the proposition that the price of Repsol ADSs was artificially inflated from the beginning of the Settlement Class Period on February 22, 2005 until the end of the Settlement Class Period on January 27, 2006, following Repsol's announcement that it would revise proved reserves downward by over 1.25 billion barrels of oil equivalent, amounting to an astounding 25% of Repsol's proved reserves at 2004 year-end. Following this

disclosure, the price of Repsol ADSs fell \$2.12 per share, or 7 percent, on January 26, 2006, to close at \$27.99 per share, and continued to decline on January 27, 2006, when it fell \$1.34 per share, or 4.79 percent, to close at \$26.65 per share.

Recognized Claims will be calculated as follows:

Note: For the purposes of this allocation, a purchase is defined as the acquisition of Repsol ADSs through open market transactions and through the exercise of Repsol options and warrants.

1. For Repsol ADSs purchased on February 22, 2005 through January 25, 2006, and
 - a) sold prior to January 26, 2006, the claim per ADS is the lesser of (i) 20 percent of the difference between the purchase price per ADS less the sale price per ADS; or, (ii) 20 percent of the difference between the purchase price per ADS less \$28.22.
 - b) sold on January 26, 2006, the claim per ADS is the lesser of (i) the purchase price less \$28.22; or (ii) \$2.12 (January 26, 2006 price decline).
 - c) sold on January 27, 2006, or retained at the end of January 27, 2006, the claim per ADS is the lesser of (i) the purchase price less \$28.22, or (ii) \$3.46 (January 26, 2006 and January 27, 2006 price declines).
2. For Repsol ADSs purchased between January 26, 2006 through January 27, 2006, the claim per ADS is \$0 as the closing prices on these dates are less than the statutory 90 day look-back value.¹

The date of purchase, acquisition or sale is the "contract" or "trade" date and not the "settlement" date. All profits will be subtracted from all losses to determine the net recognized loss of each Settlement Class Member. Therefore, you need to list all purchases, acquisitions and sales of Repsol ADSs during the relevant time period. In processing claims, sales will be matched in chronological order, by trade date, first against the ADSs held as of the close of trading on February 21, 2005 (the last day before the Settlement Class Period begins) and then against the purchases and/or acquisitions during the Settlement Class Period.

5. PARTICIPATION IN THE SETTLEMENT; PROOFS OF CLAIM.

Only those members of the Settlement Class who purchased or otherwise acquired ADSs of Repsol during the Settlement Class Period will be eligible to share in the distribution of the Settlement Fund. Each person or entity wishing to participate in the distribution of the Settlement Fund must timely submit a valid and separate Proof of Claim no later than **January 8, 2008** to the address set forth in the attached Proof of Claim form. Further, each Proof of Claim must be supported by such documents specified in the Proof of Claim as are reasonably available to the Authorized Claimant. Unless otherwise ordered by the Court, any member of the Settlement Class who fails to submit a Proof of Claim by **January 8, 2008** shall be forever 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 judgment entered and the releases given. This means that all of the Court's orders will apply to each Settlement Class Member and will legally bind them, and each Settlement Class Member will release the Released Claims in this Action against the Released Parties, including Defendants. The terms of the releases are fully stated on the Proof of Claim form that is enclosed.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any member of the Settlement Class. Each Claimant is deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of that Claimant's Claim. No discovery shall be allowed on the merits of the Action.

¹ Pursuant to Section 21D(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." \$28.22 was the mean closing price of Repsol ADRs during the 90-day period beginning on January 25, 2006 and ending on April 25, 2006.

The Court also reserves the right to modify the Plan of Allocation without further notice to the Settlement Class. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Lead Counsel or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Defendants and their counsel shall have no involvement in or responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration and calculation of, or payment pursuant to, Proofs of Claim, the payment or withholding of taxes owed by the Settlement Fund, acts or omissions of the Escrow Agent or any losses incurred in connection therewith.

6. EXCLUDING YOURSELF FROM THE SETTLEMENT.

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. If you exclude yourself from the Settlement Class, you may not receive any payment from the Settlement Fund.

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in the *Repsol Securities Litigation*, Lead Case No. 06 Civ. 733. You must include your name, address, telephone number, your signature, and the number of Repsol ADSs you purchased and/or acquired during the period between February 22, 2005 and January 27, 2006, inclusive, the number of ADSs sold during this time period, if any, and the dates of such purchases, acquisitions and sales. You must mail your exclusion request so that it is received no later than November 26, 2007 to:

Repsol Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1(800) 447-7657

*Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded from the Settlement, you are not eligible to receive any payment from the Net Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action, and you will be able to pursue the claims that are being released in this Settlement.

7. OBJECTING TO THE SETTLEMENT.

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of the Settlement, including the proposed Plan of Allocation and or Lead Counsel's application for attorneys' fees and expenses. To object, you must send a letter saying that you object to the Settlement in *Repsol Securities Litigation*, Lead Case No. 06 Civ. 733. Be sure to include your name, address, telephone number, your signature, the number of Repsol ADSs purchased, acquired and sold between February 22, 2005 and January 27, 2006, inclusive, and the reasons you object to the Settlement. Any objection to the Settlement must be received by *each of the following* by November 26, 2007:

COURT:

Clerk of the Court
United States District Court
Southern District of New York
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, NY 10007-1312

LEAD COUNSEL:

Samuel H. Rudman, Esq.
David A. Rosenfeld, Esq.
COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
58 South Service Road, Suite 200
Melville, NY 11747

Michael K. Yarnoff, Esq.
John A. Kehoe, Esq.
Kay E. Sickles, Esq.
SCHIFFRIN BARROWAY TOPAZ & KESSLER, LLP
280 King of Prussia Road
Radnor, PA 19087

DEFENDANTS' COUNSEL:

Brad S. Karp, Esq.
Joyce S. Huang, Esq.
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Unless otherwise ordered by the Court, any member of the Settlement Class who does not make and serve his, her or its objection or opposition in the manner provided in this section shall be deemed to have waived all objections and opposition to the foregoing matters.

8. THE SETTLEMENT HEARING.

On January 11, 2008, at 11:00 a.m., there will be a hearing (the "Settlement Hearing") at the United States Courthouse, Southern District of New York, 500 Pearl Street, Courtroom 24-B, New York, New York 10007. At the Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider whether the Plan of Allocation is fair, reasonable and adequate as well as whether to approve Lead Counsel's application for attorneys' fees and expenses. If there are objections, the Court will consider them.

The Settlement Hearing may be continued or adjourned from time to time by the Court at the Settlement Hearing or any continued or adjourned session thereof, without further notice to the Settlement Class.

Any member of the Settlement Class may appear at the Settlement Hearing and be heard on any of the foregoing matters. Provided, however, that no such person shall be heard, unless his, her or its request to speak at the hearing is made in writing and, together with copies of all other papers and briefs to be submitted to the Court at the Settlement Hearing, by him, her or it (including proof of all purchases or other acquisitions of Repsol ADSs during the Settlement Class Period), is sent to the Clerk of the Court, Lead Counsel, and counsel for Defendants, at the addresses listed above in Section 7 and received no later than November 26, 2007. You cannot speak at the hearing if you exclude yourself from the Settlement.

Unless otherwise ordered by the Court, any member of the Settlement Class who does not make and serve his, her or its objection or opposition in the manner provided shall be deemed to have waived all objections and opposition to the foregoing matters.

9. ATTORNEYS' FEES, COSTS AND EXPENSES OF PLAINTIFFS' ATTORNEYS.

At the Settlement Hearing described above, Lead Counsel will apply to the Court for an award of attorneys' fees and expenses, plus interest on such amounts. Lead Counsel shall apply for fees not to exceed 25% percent of the Settlement Fund, together with interest at the same rate as earned by the Settlement Fund, and for reimbursement of

expenses which were incurred during the prosecution of the Action in an amount not to exceed \$300,000, plus interest.

10. NOTICE TO BANKS, BROKERS AND OTHER NOMINEES.

Banks, brokerage firms, institutions, and other persons who are nominees who purchased or otherwise acquired ADSs of Repsol during the Settlement Class Period are required within ten (10) days after receipt of this Notice, to either: (1) provide the Claims Administrator with the names and addresses of such beneficial purchasers; or (2) forward a copy of this Notice to each such beneficial purchaser and provide the Claims Administrator with written confirmation that the Notice has been so forwarded. All such correspondence to the Claims Administrator should be addressed as follows:

Repsol Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1-800-447-7657

Upon request, the Claims Administrator will pay your reasonable costs and expenses of complying with this provision upon submission of appropriate documentation. Additional postage pre-paid copies of this Notice and the Proof of Claim may be obtained for forwarding to such beneficial owners.

11. EXAMINATION OF PAPERS AND INQUIRIES.

This Notice contains only a summary of the terms of the proposed Settlement. More details are contained in the Stipulation. You can obtain a copy of the Stipulation or more information about the Settlement by visiting www.gilardi.com or by writing to Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, California 92101 or Schiffrin Barroway Topaz & Kessler, LLP, 280 King of Prussia Road, Radnor, Pennsylvania 19087, or by calling 1-800-447-7657. You can also obtain a copy of the Stipulation, or inspect any of the papers filed in this Action, at the Office of the Clerk of the United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007 during regular business hours.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

Dated: September 26, 2007

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK